

**AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION**

January 1, 2008  
through  
December 31, 2010

TABLE OF CONTENTS

Macomb County Professional Deputy Sheriff's Association

<u>ARTICLE</u>		<u>PAGE(s)</u>
Introduction	.....	1
Purpose And Intent	.....	1
Article 1	Recognition.....	1
Article 2	Dues/Service Fee Collection.....	2-3
Article 3	Agency Shop.....	3-4
Article 4	Representation.....	4-5
Article 5	Grievance Procedure .....	5-8
Article 6	Employee's Bill Of Rights .....	8-10
Article 7	Disciplinary Proceedings .....	10-12
Article 8	Probationary Period.....	12-13
Article 9	Seniority .....	13-14
Article 10	Preferred Job Assignments .....	14-15
Article 11	Shift Preference .....	15-16
Article 12	Employees - Salaries - Classification Changes .....	16
Article 13	Scheduling And Hours .....	17
Article 14	Shift Premium .....	17
Article 15	Holiday Benefits .....	17-18
Article 16	Overtime Pay And Procedure .....	18-21
Article 17	Court Time.....	21
Article 18	Annual Leave (Vacation).....	22-23
Article 19	Sick Leave .....	24-25
Article 20	Accumulated Sick Leave Payoff .....	25-26
Article 21	Bereavement Leave.....	26
Article 22	Worker's Compensation.....	26-27
Article 23	Leave Of Absence .....	27-30
Article 24	Notice of Military Service .....	30
Article 25	Insurance Benefits .....	30-36

Article 26	Retirement Benefits.....	37-39
Article 27	Longevity.....	39-41
Article 28	Management Rights .....	41
Article 29	Jury Duty.....	41
Article 30	Special Conferences .....	42
Article 31	Association Bulletin Boards .....	42
Article 32	Education Allowance .....	42-43
Article 33	Uniform Allowance .....	43
Article 34	Cleaning And Laundry .....	43-44
Article 35	Out Of Classification Assignments .....	44
Article 36	Drug And Alcohol Testing .....	44
Article 37	Wages.....	44
Article 38	Layoff/Recall.....	44
Article 39	Promotions .....	45-47
Article 40	Savings Clause.....	47
Article 41	Statutory Rights And Responsibilities.....	47
Article 42	Training Time.....	47
Article 43	Termination Or Modification.....	47-48
Signature Page	.....	49
Appendix A	Wage Schedule .....	Attached
Appendix B	Letter Of Understanding - Alcohol And Drug Rehabilitation.....	Attached
Appendix C	Insurance Benefits Plan Designs .....	Attached
Letter of Agreement	Re: Reduction of Holiday Pay Benefit .....	Attached
Letter of Agreement	Re: Suspend Longevity Payment.....	Attached
Memorandum of Understanding:	Certain Health Benefits.....	Attached
Memorandum of Understanding:	Deferred Retirement Option Plan .....	Attached

**MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION**

**INTRODUCTION**

THIS AGREEMENT was entered into the 1<sup>st</sup> day of January, 2008, between the COUNTY OF MACOMB, hereinafter referred to as "EMPLOYER" and/or "COUNTY", and the MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as "ASSOCIATION", acting on behalf of the Employees within the unit for which the ASSOCIATION has been recognized as sole bargaining agent.

The provisions of this AGREEMENT shall apply to all Employees regardless of age, race, color, religion, sex, national origin or creed.

**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, Employees and Association.

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.

The Employer and Association encourage, to the fullest degree, friendly and cooperative relations between the representatives at all levels and among all Employees.

The parties hereto also recognize that it is essential for the health, safety, and public welfare of the County that services to the public be without interruption, and that the right to strike is forbidden by the statutes of the State of Michigan. Any Employee guilty of engaging in a slow down, work stoppage, or strike, shall be subject to disciplinary action up to and including discharge.

To these ends, it is mutually agreed that communication of views and ideas on Sheriff Department matters, the orderly resolution of grievances, the maintenance of discipline and the promotion of efficiency is essential to the well being of the Department.

**ARTICLE 1**

**RECOGNITION**

- A. Pursuant to and in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Macomb County Professional Deputy Sheriff's Association (M.C.P.D.S.A.) as the sole Collective Bargaining Agent for non-supervisory Employees of the Macomb County Sheriff's Department, as set forth in Paragraph B, below.
- B. The County of Macomb recognizes the Macomb County Professional Deputy Sheriff's Association as the exclusive bargaining representative on behalf of all Sheriff Department Corrections Officers, excluding all other Employees of the Department, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

## **ARTICLE 2**

### **DUES/SERVICE FEE COLLECTION**

- A. The Employer hereby agrees to deduct Association Membership Dues, initiation fees, assessments, service fees or service charges from the pay of the individual Employee and transmit same to the Association to the extent and as authorized by the laws of the State of Michigan and by such Employee according to the terms and conditions contained in this Article.
- B. Each Employee who desires to have such Association Membership Dues, initiation fees, assessments, service fees or service charges deducted from his/her earnings shall execute a Paragraph J, "Deduction Authorization Form" in full, with the original thereof being delivered to the Employer.
- C. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same in accordance with the terms and conditions set forth in the "Deduction Authorization Form".
- D. The Employer shall transmit such deductions, together with a list of Employees paying same, to the Treasurer of the Association as designated in writing by the Association and shall do so as soon as possible after the deduction, but no later than the 10th day of the following month.
- E. The Employer shall notify the Association when any employee responsible for dues and/or service fees is terminated from employment.
- F. In the event that a refund is due any Employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such Employee to obtain the appropriate refund from the Association.
- G. In the event that the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such requests shall be effectuated only upon written assurance that the additional amounts have been authorized pursuant to and in accordance with the Association's Constitution and By-Laws.
- H. The "Deduction Authorization Form", as set forth in full below, when executed, shall be binding upon the Employee for the duration of this Agreement and shall be automatically renewed under these terms and conditions for the life of subsequent collective bargaining agreements.
- I. It is understood and agreed that this provision for deduction of Association dues and/or service fees is for the benefit of the Employees requesting same, and the Employer is under no obligation to demand or request that Employees authorize such deduction as a condition of employment, and, further, that the obligation of the Employer does not extend beyond the stated terms, except as otherwise provided under the Agency Shop Provision of this Agreement.
- J. The following form shall be utilized as authorization for the deduction of Association dues and/or service fees:

DEDUCTION AUTHORIZATION FORM

I, \_\_\_\_\_(name),  
\_\_\_\_\_ (classification), the undersigned, as  
an Employee of the Macomb County Sheriff's Department do hereby  
request and authorize the County of Macomb to deduct Association dues,  
in the amount of \_\_\_\_\_, monthly, initiation fees, service fees,  
service charges, and assessments from my earnings on the second (2nd)  
pay period of every month and to do so every month thereafter and to pay  
same to the Macomb County Professional Deputy Sheriff's Association,  
Michigan, the organization selected as the exclusive bargaining  
representative for all Employees in the above unit. The foregoing  
authorization shall continue in full force and effect unless and until my  
employment is terminated and shall be automatically renewed under the  
same terms and conditions for the life of the subsequent Agreement.

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

\_\_\_\_\_  
Employee's Signature

- K. The Employer shall not be liable to the Union by reason of any requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the Employees as authorized by them, under the Payroll Deduction for Association dues or service fees provision.
- L. The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Article 2, Dues/Service Fee Collection and Article 3, Agency Shop of this Agreement. The Association agrees that in the event of litigation against the Employer, its Agent or Employees, arising out of this provision, the Association will co-defend, indemnify and hold harmless the Employer, its Agents or Employees for any monetary award arising out of such litigation.

**ARTICLE 3**

**AGENCY SHOP**

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. If the employee chooses not to exercise the Authorization Deduction Form option, then, monthly dues or the equivalent service fees shall be paid to the Association on or before the fifteenth (15th) day of the month in which they fall due.
- B. Employees who do not elect to become members of the Association, shall pay as a condition of employment, in lieu of initiation fees and periodic dues, uniformly required, a monthly service fee in an amount that does not exceed regular Association monthly dues and which complies with applicable law.

- C. The Association shall notify the Employer, in writing, of any Employees who are more than thirty (30) days in arrears in payment of membership dues and/or service fees. The Employer shall execute written confirmation of receipt of such notice and proof in accordance with the "Confirmation Form" contained in Paragraph E. The Association shall forward the Employer's written confirmation when it notifies the delinquent Employee of such arrearage and informs said Employee that his/her employment will be terminated unless said arrearage is paid within thirty (30) days of the Employee's receipt of said notice.
- D. Failure of Employees covered by this Agreement to comply with provisions of this Article, shall, at the conclusion of the second grace period of thirty (30) days referred to in Paragraph C above, constitute grounds upon which the Employer shall immediately terminate the employment of such Employee.
- E. The following form shall be utilized by the Employer in compliance with this Article:

**EMPLOYER ACKNOWLEDGEMENT AND CONFIRMATION FORM**

Please be advised that the undersigned Employer hereby acknowledges receipt of notice by the Macomb County Professional Deputy Sheriff's Association that \_\_\_\_\_ (name), an Employee of the Macomb County Sheriff's Department, is more than thirty (30) days in arrears in his/her payment of Association dues and/or service fees and as such is subject to the ramifications of the agency shop procedure as outlined in Article 3 of the current Macomb County Professional Deputy Sheriff's Association, Macomb County Collective Bargaining Agreement.

Additionally, the undersigned Employer hereby acknowledges that the Macomb County Professional Deputy Sheriff's Association has submitted proof that such Employee is more than thirty (30) days in arrears and such payment and examination of the Employer's records further confirms such arrearage.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

- F. The Employer shall provide the Association with notice of each new appointment in the classifications covering this bargaining unit within ten (10) days from date of appointment. With each notice of appointment, the Employer will provide the name, date of appointment and specific classification to which each Employee was appointed.

**ARTICLE 4**

**REPRESENTATION**

- A. Association business shall not be conducted during working hours or in County Areas, except as provided by this Agreement.
- B. The Association may be represented in collective bargaining negotiations with the County by a committee comprised of not more than five (5) members of the Association. Of the five (5) members of the Association Bargaining Committee, a maximum of three (3) members can be on duty during collective bargaining negotiations. The three (3) members, only, shall not lose wages or benefits during time spent while attending negotiations. Additionally, the Association may designate any outside person or organization as its official representative.

- C. Employees covered by this Agreement shall be represented for purposes of filing grievances by a Steward or Executive Board Member as hereinafter provided. The Steward or Executive Board Member, during their regular working hours, without loss of time or pay, may investigate and present grievances to the Employer; provided, however, that if such Steward or Executive Board Member requires more than one (1) hour to investigate and present said grievance, a request shall be made for additional time to the immediate supervisor. The privilege of Stewards and elected Association officials leaving their work during regular working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievance matters and will not be abused, and that Stewards and elected Association officials will perform their regularly assigned duties, except as provided herein.
- D. There shall be three (3) Stewards as follows:
 

DAY SHIFT	One (1)
AFTERNOON SHIFT	One (1)
MIDNIGHT SHIFT	One (1)
- E. The Sheriff agrees to continue his present practice of communicating with the proper Association Representatives prior to implementing anticipated changes in policies encompassing subject matter contained in the General Orders, Special Orders and/or Department Memorandum affecting written or verbal policy. The Association will be afforded reasonable time to offer its response prior to implementation, which response will be given due consideration.

Emergency exceptions to policy will be implemented, with subsequent communication, as expressed herein.

**ARTICLE 5**

**GRIEVANCE PROCEDURE**

- A. The parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance in the normal operations of the County.
- B. It shall be the firm policy of the Employer to ensure to its Employees and to the Association the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.
- C. Grievances shall be filed within fifteen (15) days of the event, occurrence or circumstances constituting the subject matter of the grievance.
- D. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to within the designated time period; provided, however, that the time limits of the grievance procedure may be extended upon mutual agreement of the Association and the Employer.



- E. If either party fails to timely appeal an answer at any step after Step 1 of the Grievance Procedure, said grievance shall automatically progress to the next step in accordance with the procedures contained herein. Exception is made in those instances where the parties have agreed to settle a grievance on the basis of the last answer. Exception is also made with regard to medical grievances, where the Association shall have an additional 60 days from receipt of the Employer's answer.
- F. Every Employee of the bargaining unit shall have the right to present a grievance in accordance with the procedure provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision.
- G. Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take timely action as is required.
- H. Grievances shall be processed according to the following procedures:
  - 1. STEP 1: An Employee who believes he/she has a grievance may discuss the complaint with the immediate supervisor, with or without the presence of the Steward. The parties shall discuss the grievance in an informal manner and shall make every effort to reach a satisfactory settlement at this point. The Employee shall have the right to discuss the complaint with the Steward before any discussion takes place with the supervisor. If possible, a supervisor will make arrangements for the Employee to be off the job for a reasonable period of time in order to discuss the complaint with the Steward. The past practice of Employees discussing grievances with the Steward at the beginning and/or end of the shift shall continue.
  - 2. STEP 2: If the matter is not settled through informal discussion as provided in Step 1, within fifteen (15) days following the discussion, said grievance may be submitted in written form by the individual grievant, co-signed by the Steward and/or Executive Board Member or, in the case of a policy grievance, by the Steward and/or Executive Board Member only, to such immediate supervisor. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the Employee(s) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievant claims have been violated. The supervisor's answer shall set forth the facts taken into account in answering the grievance. The written answer shall be presented to the Steward within five (5) days after receipt.
  - 3. STEP 3: If the grievance is not satisfactorily adjusted, it shall be referred to the Steward and/or Executive Board Member who may appeal such grievance to the Sheriff, or in the absence of the Sheriff, a designee, within fifteen (15) days. The Sheriff, or designee, shall hold a meeting to discuss the grievance with the Steward, Association President, or designee, and the aggrieved Employee within five (5) days of receipt of the grievance. If not satisfactorily adjusted at this meeting, the Sheriff, or designee, shall give a written answer within ten (10) days of such meeting.
  - 4. STEP 4: If not satisfactorily settled in Steps 1, 2, and 3, the grievance may be submitted in writing by the Association President, or designee, to the Director, Human Resources, or designee, within fifteen (15) days. A meeting between said Director, Human Resources, or designee, and a committee of the Association composed of the President, or designee, or

both and the grievant's Steward or representative, shall be held within twenty (20) days after submission to the Director, Human Resources, or designee. If not satisfactorily adjusted at this meeting, the Director, Human Resources, or designee, shall give a written answer within ten (10) days of the meeting.

5. STEP 5: ARBITRATION:

- a. Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to Arbitration by the Association in accordance with this Article. Arbitration shall be invoked by written notice to the County of a Demand to Arbitrate. Upon receipt of a "Demand to Arbitrate", the County and the Association shall attempt to mutually select an Arbitrator. In the event that the parties cannot agree upon an Arbitrator to hear the unresolved grievance within ten (10) days of the "Demand for Arbitration", they shall request the Federal Mediation and Conciliation Service to provide a list of impartial arbitrators in accordance with its applicable rules and regulations.
- b. The right of the Association to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the County.
- c. Any Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or applicable laws or rules or regulations having the force and effect of law.
- d. To the extent that the laws of the State of Michigan permit, it is agreed that the Arbitrator's decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer. There shall be no appeal from any such decision unless the decision extends beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
- e. The fees and approved expenses of the Arbitrator, shall be paid by the party who does not prevail in the case as determined by the Arbitrator. In the event that each party prevails in part, the fees and approved expenses of the Arbitrator shall be shared equally by the parties.
- f. The aggrieved, the Association representative and prospective witnesses shall not lose pay or benefits for the time off the job while attending the arbitration proceedings; provided, however, that attendance by such on duty arbitration participants shall be subject to the approval of the Sheriff, or designated representative, in accordance with manpower requirements.
- g. All records, reports and other information pertaining to a grievance which are to be utilized in an arbitration proceeding shall be made available for inspection by the Association, provided a request for the specific documents is made.

- I. Notwithstanding any other provisions herein, an individual Employee(s) may present a grievance to the Employer and have it adjusted without the intervention of the Steward or Association Officers; provided, however, that the Employer has given the Steward and Association Officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Association.
- J. Grievances affecting more than one (1) employee may be treated as policy grievances and entered at the third (3rd) step of the grievance procedure by the Association.
- K. In instances where the subject matter of the grievance lies within the jurisdiction of a specific County agency, e.g., Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.
- L. The settlement of any grievance shall be reduced to writing and signed by a representative of the County, a member of the Association Executive Board and the affected Employee's Steward (if applicable).
- M. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

## **ARTICLE 6**

### **EMPLOYEE'S BILL OF RIGHTS**

- A. No Employee shall be ordered or coerced, in any manner, to submit to a polygraph examination, a lie detector or similar test, chemicals such as Sodium Pentothal, or truth serum or similar tests, by whatever name called, for any reason, unless such member shall demand an examination and/or test in writing.
- B. No Employee shall be discharged, disciplined, or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector or similar test by whatever name called.
- C. The Employer, or its agent, shall not utilize any type of recording or electronic surveillance device to record or transcribe any conversation between the Employer and any Employee, unless disclosure of such device is made to the Employee prior to such conversation.
- D. Except when on duty, or when acting in an official capacity, no Employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.
- E. Employees shall have the right to bring civil suit against any person, group of persons, organization or corporation, or the head of such organization or corporation, for damages suffered, either pecuniary or otherwise, and/or for abridgement of their civil rights, arising out of the Employee's performance of official duties.
- F. Nothing of an adverse nature shall be added to an Employee's personnel file without prior written acknowledgement by the Employee. In the event an Employee refuses to acknowledge receipt of any such matter to be added to the personnel file, it shall be so noted and witnessed by the Employee's Association representative and then filed.

- G. The Employee's files shall not be made available to any person or organization other than the Employer and Employee without the Employee's express authorization, unless pursuant to Court order or as otherwise provided by law.
- H. No Employee shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of the Employee's official duties. This paragraph shall not prevent inquiries made by authorized agents of legally constituted agencies in accordance with acceptable and legally established procedures.
- I. Whenever any Employee is under investigation or subjected to interrogation by members of this or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:
1. The interrogation shall be conducted at a reasonable hour, preferably, but not necessarily limited to, when the Employee is on duty.
  2. Any Employee, upon his/her request, shall have the right to be represented by counsel and/or Association representatives of the Employee's choice, prior to and during the making of any statements, written or verbal, concerning any act, incident or occurrence, from which disciplinary action, criminal prosecution or civil suit may possibly result.
  3. The Employee under investigation shall be informed of the rank, name and command of the Officer in charge of the investigation, the interrogating Officer and all persons present during the interrogation.
  4. Prior to any questioning, the Employee under investigation shall be informed of the nature of the investigation and the name of the complainant.
  5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
  6. The Employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or any disciplinary action. No promise or reward shall be made as an inducement to answering any question.
  7. The complete interrogation of any Employee, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.
  8. If the Employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.
- J. Employees will not be deprived of liberty or property without due process of law, nor denied the equal protection of the laws.

- K. Any Employee involved in a shooting shall not be bound, as a condition of employment, to make a written or oral statement, or submit a preliminary crime report, until such time as the Employee has been able to contact an Association representative and has had a reasonable time to discuss the incident with an Association attorney. The attorney shall be permitted to counsel the Officer during preparation of the preliminary crime report or any other oral or written statement that may be required. Subject to consultation with the attorney, under all circumstances, an Employee shall be required to submit his/her P.C.R. as a condition of employment. Additionally, when requested by a Command Officer at the shooting scene, an Employee shall be required, as a condition of continued employment, to inform said Command Officer who fired the shots, the direction at which they were fired and the direction of any escaping perpetrator.
- L. An Employee's locker shall not be opened for any reason, including inspection, without the Employee or an Association representative being present. In no event shall an Employee's locker be opened in order to search through personal property, without the Employee's consent.
- M. Command Officers shall treat Employees under their command in a respectful, dignified and professional manner and, if possible, shall give disciplinary advice to an Employee in private, not in the presence of other Employees.
- N. No Employee shall be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights, or any rights afforded him/her by this Agreement.

## **ARTICLE 7**

### **DISCIPLINARY PROCEEDINGS**

- A. The Parties hereto agree that all aspects of disciplinary proceedings shall be conducted only in accordance with the procedures contained in this Article.
- B. No Employee shall be discharged, demoted, or otherwise disciplined except for just cause. Disciplinary action may include oral reprimand, written reprimand, suspension, demotion and discharge. Although the Employer recognizes progressive discipline, nothing in this section shall prevent the Employer from appropriately disciplining an employee, should circumstances warrant, up to and including discharge. All disciplinary measures, including written reprimands through discharge, sought to be imposed upon Employees shall be based upon specific written charges which give reasonable notice to the Employee of the nature of the charged offenses and the facts relating thereto. A copy of such charges shall immediately be forwarded to the Association and the charged Employee.
- C. Except in situations requiring immediate action, no disciplinary measures shall be implemented until there has been a full and complete investigation of the matter, and the Employee has been furnished with a written statement of the charges and reasons, as outlined in Paragraph B. Employees shall have, upon request, an opportunity to discuss prospective disciplinary measures with the Sheriff, or his designated representative, in accordance with the provisions of Article 6, Employee's Bill Of Rights.
- D. Any disciplinary action, including reprimands, taken by the Sheriff or his representative may be appealed by the Employee giving "Notice of Appeal" to the Sheriff with a copy to the County Human Resources Director within five (5) days (excluding weekends and holidays) from the date of service of the charges of the Employee (see "Notice of Appeal" contained in Paragraph E).

- E. The Employee has the right to appeal any disciplinary action taken by the Sheriff, or his representative, by proceeding either in accordance with Act 298 of the Public Acts of 1966, or by filing a grievance which is automatically processed at Step 3 of the Grievance Procedure. In the event that disciplinary action is appealed to the Grievance Procedure, and said grievance is not satisfactorily settled at Step 3 or 4, it may be appealed to Arbitration in accordance with Article 5, Grievance Procedure, Step 5. An Employee's decision to appeal a disciplinary action pursuant to the grievance procedure shall be made in lieu of his/her appeal rights under Act 298. Notice of the option chosen for appealing a disciplinary action shall be given in conjunction with the required "Notice of Appeal" (Paragraph D), on the following form:

NOTICE OF APPEAL - OPTION AND WAIVER FORM

I, \_\_\_\_\_ (Employee's Name) \_\_\_\_\_, hereby give notice that I am appealing the imposition of the (degree of action) disciplinary action taken against me on or about \_\_\_\_\_ (date) \_\_\_\_\_ by following the procedures of: (check one)

\_\_\_\_\_ Grievance provisions of the Macomb County/Macomb County Professional Deputy Sheriff's Association collective bargaining agreement,

or

\_\_\_\_\_ Act 298 of the Michigan Public Acts of 1966. (If this box is checked, request for Hearing must be simultaneously made to the Macomb County Sheriff's Department Civil Service Commission).

BY CHOOSING THE ABOVE INDICATED OPTION, I HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE AND RELINQUISH WHATEVER RIGHTS I MAY POSSESS UNDER: (check one)

\_\_\_\_\_ Grievance procedure as provided in the Macomb County Professional Deputy Sheriff's Association collective bargaining agreement,

or

\_\_\_\_\_ Act 298 of the Michigan Public Acts of 1966.

Received By:

\_\_\_\_\_

\_\_\_\_\_  
Employee's Name

Dated: \_\_\_\_\_

\_\_\_\_\_  
Address

Witnessed By:

\_\_\_\_\_  
FOR MACOMB COUNTY PROFESSIONAL  
DEPUTY SHERIFF'S ASSOCIATION

- F. In the event that there are Criminal charges in conjunction with disciplinary action taken against an Employee, an appeal of the disciplinary action shall not proceed if the Employee requests, with the "Notice of Appeal", that the appeal process be held in abeyance pending resolution of the underlying Criminal charges.

- G. In the event an Employee shall give notice of his/her intent to appeal any reprimand or disciplinary action taken at the initial stage of the proceedings, no penalty resulting from such proceeding shall be implemented until the Employee shall have exhausted his/her remedies in accordance with this Agreement, except where immediate action is required. If an Employee is suspended or dismissed from the Department, the Employer is obligated only to continue to pay said Employee's contractual insurance premiums until the suspension or dismissal is resolved through Arbitration or Court decision; provided, however, the Employer shall only pay Employee's contractual insurance premiums to the extent that said Employee has recoverable funds with the County (accumulated sick time, annual leave, holiday pay or retirement funds) and the Employee has given the County written permission to use those funds in this regard. Provided further, that during the period of said suspension, the Employee may utilize personal funds to sustain contractual insurance benefits through the County.
- H. Nothing in the foregoing sections shall be construed to prejudice, or understood to constitute a waiver of, an Employee's right to lost wages or benefits in the event said Employee is returned to active employment.
- I. In no event shall either the charges against an Employee or the disciplinary action imposed at the initial stage of the disciplinary proceedings be increased or broadened at any stage of this appeal process.
- J. In the event that an Employee shall agree to and accept the reprimand or disciplinary action imposed by the Sheriff, or his designated representative, it shall be final and binding upon all parties.
- K. In all cases of disciplinary proceedings, the Employee being investigated or questioned shall be entitled, upon request of said Employee, to Association representation by a duly elected or appointed Association Official and/or Association attorney. Nothing in the foregoing shall abridge the right of a Command Officer to counsel, advise, and/or instruct an Employee under his/her command in private, provided such is accomplished in a civil tone.
- L. Before any reprimand is placed in an Employee's file, it shall be explained by the Supervisor to the Employee and receipt of a copy thereof shall be acknowledged by the Employee on the file copies.
- M. Records of disciplinary actions shall remain in the employee's personnel file for a period of two (2) years, unless, prior to the end of said two (2) year period, the employee is disciplined for a similar incident. In such case, the records of both disciplinary actions shall be maintained in the employee's personnel file for an additional two (2) years, or a total of four (4) years for each incident based upon the date of occurrence.

## **ARTICLE 8**

### **PROBATIONARY PERIOD**

- A. Newly hired Employees will serve a probationary period of twelve (12) months during which time an Employee may be terminated by the Employer. During this twelve (12) month probationary period, new Employees shall have the benefit of union representation, however, no disciplinary dispute or termination arising during this probationary period shall be made the subject of a grievance or processed through the grievance procedure herein except those based upon union or political activities.

- B. It is expressly understood that members of the bargaining unit who have been reclassified into a higher paid classification shall be required to serve a probationary period in the new classification. In the event that the Employee does not satisfactorily complete the aforementioned probationary period, said Employee shall be returned to the first occurring vacancy in his/her former classification and shall perform the remainder, if any, of his/her twelve (12) months of probation remaining in that classification.

## **ARTICLE 9**

### **SENIORITY**

- A. Departmental seniority of a new Employee shall commence after the Employee has completed the twelve (12) month probationary period and shall be retroactive from the initial date of full-time employment with the Department, in accordance with Civil Service regulations.
- B. Classification seniority shall commence when an employee is placed in a classification and shall continue until such time as said Employee is placed in a different classification. The time spent in the previous classification shall be frozen in its entirety. If the employee reverts back to the former classification, the Employee shall receive full credit for the time previously spent in that classification. An Employee who is placed in a higher classification and successfully completes the probationary period shall accrue classification seniority retroactive to the date of the initial placement in the higher classification. In the event that an Employee who is placed in a higher classification does not successfully complete the probationary period, the time spent in the higher classification shall accrue to the previous classification. Classification seniority shall prevail for purposes of vacation and overtime preference as well as to other items that the parties may agree upon in writing.
- C. An Employee shall forfeit seniority rights only for the following reasons:
1. The Employee resigns or terminates employment with the Department.
  2. The Employee is dismissed and not reinstated by the Civil Service Commission, Arbitration, a Court of competent jurisdiction or through other methods of reinstatement.
  3. The Employee is absent without leave for a period of three (3) consecutive working days without notification to the Employer. After such absence, the Employer will send written notification to the Employee at the last known address indicating that seniority has been forfeited and employment terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  4. The Employee retires.
  5. The Employee does not return to work when recalled from layoff. In special cases, exceptions shall be made by the Employer.
  6. Return from sick leave and leaves of absence will be treated the same as subparagraph 3, above.
- D. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.



- E. A current annual seniority list will be furnished by the Employer to the Association no later than July of each year. The Employer shall furnish and inform the Association of any and all changes on said seniority list in July of each year. The seniority list shall specify the Employee's name, job title, date of hire, department seniority and dates of classification seniority.

## **ARTICLE 10**

### **PREFERRED JOB ASSIGNMENTS**

- A. The Sheriff retains the right to make all assignments, but the Sheriff shall make preferred job assignments as set forth in this Article. Preferred job assignments shall be made as follows:
1. When a job opening is available for any preferred assignment, the Department will post the opening on a bulletin board for a ten (10) day period.
  2. Any Employee may file a written request for the preferred job assignment.
  3. Except as otherwise set forth herein, the filling of a preferred job opening shall be determined from the list of Employees who file written requests.
  4. The following shall be recognized as preferred jobs:  
  
Jail Information Officer, Classification Officer, Visiting Officer and Work Release/  
Reimbursement Division
- B. The above-described preferred jobs shall be placed in various groups, which placement shall determine the selection method and length of assignment.

#### **GROUP A**

Group A jobs shall be posted annually. Selection to Group A positions shall be determined on the basis of qualifications, ability and seniority. The Association, through a designated representative, shall participate in the process of formulating recommendations to the Sheriff on the selection of applicants. It is recognized that the assessment of ability and qualifications of Group A applicants requires subjective judgment by the Department. As such, the determination of the best qualified candidate shall be made by the Sheriff at his discretion.

Group A jobs are specified as follows:

Classification Officer  
Work Release/Reimbursement Division

#### **GROUP B**

Group B jobs shall be posted annually. Except as otherwise specified below, selection to Group B jobs shall be at the discretion of the Sheriff.

Absent mutual agreement by the Parties, Group B jobs shall, effective January 1, 2005, be subject to a three (3) year maximum on holding the Preferred Job with a one (1) year exclusionary period before reapplying for the Preferred Job position previously held.

Group B jobs are subdivided as follows:

### GROUP B(1)

#### Jail Information Officer

The Department shall maintain one (1) Corrections Officer as Jail Information Officer on each shift. An employee is permitted to remain in a Group B(1) job for a minimum of two (2) years before the possibility of removal through the exercise of bumping rights by a senior employee, which bump is subject to the Sheriff's discretion. If a senior employee does not bump, the incumbent employee may remain in a Group B(1) job. Any additional assignment to the Jail Information Officer job shall be at the sole discretion of the Sheriff and may be offered to any employee within the Department.

### GROUP B(2)

#### Visiting Officer

The Employee with the highest seniority signing up for the job shall receive the job. In the event that no employee signs up for the position, the Sheriff may fill the position with the least senior employee. An employee may elect to leave the position after one (1) year. If no employee submits a bid for the vacancy, the Sheriff must select the next least senior employee if the job is to remain filled.

- C. In the event that there is no Employee applying for a specific preferred job assignment, the Employer may fill the preferred job assignment from among any Employees within the required classification, unless otherwise specified within the language of a particular group.
- D. When an Employee is reassigned from a preferred assignment back to regular duties, said Employee shall be afforded an opportunity to select a shift preference as provided in this Agreement.
- E. All preferred jobs shall be posted in November of each year. The assignment shall then be made effective, subject to scheduling, as near January 1 as possible. The holding of any job under this Article is subject to the Employee's ability to perform satisfactorily in the assignment. In the event that an Employee is reassigned to regular duties, the Sheriff, or designated representative, will explain to the Employee the reasons for the reassignment.
- F. Probationary Employees, as defined in Article 8, Probationary Period, Paragraph A (New Employees), shall not be eligible for any preferred assignment.
- G. For the purpose of this Article, any newly created job assignment may be deemed to be a Preferred Job Assignment by mutual agreement of the parties. The Employer shall meet and confer with the MCPDSA prior to establishing any newly created job assignment.

## **ARTICLE 11**

### **SHIFT PREFERENCE**

- A. Employees in the classification of Corrections Officer who have at least two (2) years seniority in their respective classification, shall be given the opportunity to bid for shift assignments (days, afternoons, midnights or rotating) based upon classification seniority. Employees shall be placed in their requested shift preference in order of highest to lowest classification seniority permissible within the confines of shift manpower limits designated by the Sheriff.

- B. Corrections Officers with less than two (2) years seniority in their respective classification shall be given shift assignments, including regularly rotating shifts, within the discretion of the Sheriff; provided, however, that said Employees shall not be removed from their assigned shift more than one (1) time period extending from one (1) day to twenty-seven (27) days inclusive, during a twenty-eight (28) day period, unless said Employee consents to more than one such movement.
- C. Unless otherwise provided in this Agreement, shift preference shall be effective for a period of one (1) year. Shift preference re-bidding shall be open on December 1 of each year to be effective on the January 1, thereafter. Upon good cause shown, the Sheriff may permit an Employee to change shift preference, provided there is another qualified Employee to trade shifts for the requested period.
- D. Nothing in this Article shall abridge or otherwise interfere with the right of the Sheriff to create additional shifts, make special assignments, and/or alter shift manpower requirements at any time.
- E. In the event there arises the need, as determined by the Sheriff, to transfer an Employee to or from one shift to or from another, requests shall first be made for volunteers. If there are not sufficient volunteers, required Employees shall be transferred in order of lowest classification seniority in the shift from which Employees are to be transferred. The term of the shift transfer shall initially be explained in full by the Sheriff to all potential Employees subject to transfer.

## **ARTICLE 12**

### **EMPLOYEES -- SALARIES -- CLASSIFICATION CHANGES**

- A. A new Employee shall start at the minimum salary level based upon the applicable hourly rate as designated for the position. If the new Employee, however, has previous experience in work similar to the type of work to be performed for the County, upon consultation between the Sheriff, the Director of Human Resources and the Finance Director, the Employee may be given credit for one-half (1/2) of such experience, and the minimum salary may be increased commensurate with the allowable credit. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Sheriff is desirous of allowing a greater starting salary than set forth above, it must be approved by the Chairman of the Board of Commissioners, the Chairman of the Budget Committee, the Finance Director and the Human Resources Director.
- B. After employment, each employee will be entitled to one (1) normal increment after each thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments are to be approved by the Sheriff before becoming effective; provided, however, any disapproval of an increment by the Sheriff shall be set forth in writing together with the reasons therefore and a copy furnished to the Employee and the Director of Human Resources.
- C. When a new job is created and cannot be properly placed in an existing classification, the Employer will establish a rate pursuant to the provisions of Act 298 of the Public Acts of 1966, as amended. In the event the Employee or Association does not agree that the rate is proper, the Association or Employee shall have the right to submit the matter to the grievance procedure at the second step.
- D. Payroll errors will be corrected by the Employer as soon as administratively possible.

## **ARTICLE 13**

### **SCHEDULING AND HOURS**

- A. The regular work week for all Employees covered by this Agreement shall constitute a twenty-eight (28) day work period, during which every effort will be made to create one (1) four (4) day non-work break period which will include both Saturday and Sunday.
- B. The work schedule shall normally be posted at least ten (10) days in advance of the start of a new schedule.
- C. The past practice of trading days and/or shifts shall be continued subject to the written approval of the Shift Commander.

## **ARTICLE 14**

### **SHIFT PREMIUM**

- A. Shift premium shall be paid to Employees in the classification of Corrections Officer as follows:
  - Eligible Employees working the afternoon shift shall receive a \$.50 per hour addition to their base hourly wage rate. Eligible Employees working the midnight shift shall receive a \$1.00 per hour addition to their base hourly wage rate. Corrections Officers must have completed one (1) year in their respective classification to be eligible for the shift premium.
- B. For purposes of this Article, the term "afternoon shift" shall mean any shift with a scheduled starting time on or after 1:00 p.m. and before 10:00 p.m. The term "midnight shift" shall mean any shift with a scheduled starting time on or after 10:00 p.m. and before 6:00 a.m.
- C. Shift premium shall be paid in accordance with the shift in which an Employee started working. Examples: An Employee who begins on the midnight shift and works over into the day shift would receive midnight shift premium for all hours (see below) including time on the day shift. An Employee who begins on day shift and works over into the afternoon shift would receive no shift premium (see below) for afternoon shift hours; PROVIDED, HOWEVER, if an Employee works four (4) or more hours into another shift, said Employee shall receive the premium (if any) of that succeeding shift. Examples: An Employee working from afternoons four (4) hours into the midnight shift would receive four (4) hours of midnight shift premium. An Employee working from midnights four (4) hours into the day shift would not receive midnight shift premium for the four (4) hours into the day shift. Shift premium shall be paid only for hours worked, except for compensatory time and funeral leave.

## **ARTICLE 15**

### **HOLIDAY BENEFITS**

- A. Employees shall be entitled to holiday pay, compensated in cash, for fifteen and one-half (15 1/2) holidays.\* Payment in cash is to be made in December of each year. If an employee works part of the year or receives payment for any of the enumerated holidays currently, compensation in cash shall be adjusted accordingly. Payment shall be based on the salary scale in effect on the date of payment.

The holidays included are:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Lincoln's Birthday	Day after Thanksgiving
Washington's Birthday	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st
Labor Day	General Election Day *
Columbus Day	Good Friday (1/2 day)

\* In those years which contain a General Election Day; General Election Day occurs on the Tuesday following the first Monday of November of even-numbered calendar years. In other years, fourteen and one-half (14 1/2) days.

Employees regularly scheduled to work any or all of the fifteen and one-half (15 1/2) holidays will, in addition to holiday pay, receive a holiday premium rate of time and one-half (1 1/2) for all regular hours worked. The holiday premium rate shall be paid on not later than the end of the second pay period following the pay period in which such holiday premium rate was earned.

- B. Employees who are scheduled to work the holiday must work the holiday and the scheduled day before and the scheduled day after the holiday, unless excused with pay for the entire day, in order to qualify for payment. In order to be excused from work for holiday pay purposes, an Employee must secure a medical certificate or written approval by the Sheriff, or designee. The designee referred to shall be the highest ranking officer on each shift. The foregoing excuse provision relating to qualification for holiday pay, shall not apply to employees on sick leave, if such sick leave is in effect prior to the beginning of the current pay period in which the holiday falls. Additionally, the above-enumerated holidays, occurring after one (1) year from date of any incapacitating injury for which Worker's Compensation benefits are paid, shall not be credited to the Employee, or otherwise qualify the incapacitated Employee for holiday payment, and such disqualification shall continue so long as the incapacity exists.
- C. In instances where an employee is declared ineligible for a holiday, the Employee shall be notified in writing, with a copy to the appropriate representative of the Bargaining Unit, that payment for the holiday in question is being denied and the reason for such denial. Notice shall be submitted not later than the end of the next pay period following the pay period in which the holiday in question falls.
- D. Holiday pay payments shall be included in the first regular payroll check of December.
- E. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive as part of their payoff, a prorated amount of Holiday Pay. Payment for the balance of that years holidays and subsequent holiday pay shall be made in December of each year. Payment shall be as described in Section A above.

## **ARTICLE 16**

### **OVERTIME PAY AND PROCEDURE**

- A. Overtime Pay:

1. Overtime Pay shall be allowed at the rate of time and one-half (1 1/2) for work in excess of eight (8) hours; and, in the case of an emergency occurring at a time other than the normal scheduled shift. This provision does not include, or apply to, off-duty Court appearances by employees, which appearances are covered under Article 17, Court Time.
2. An Employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one-half (1 1/2) and such Employee may, at the discretion of the Shift Commander, be required to perform a minimum of four (4) hours work within his/her classification.
3. The final average compensation (FAC) used for calculating pension benefits, for all members hired into the bargaining unit on or after January 1, 2008, under this contract and the Macomb County Employees Retirement System Ordinance shall exclude all overtime and compensatory time payments.
4. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

B. Compensatory Time Procedure:

1. Employees working overtime, call-in time and/or Court time shall have the option of receiving pay at the rate of time and one-half (1 1/2) or receiving compensatory time-off. Employees shall select one (1) of the above options and properly notify the appropriate Command Officer. An Employee who has accrued compensatory time and requests the use of the time, shall be permitted to use the time-off within a reasonable period after making the request; provided, however, that it does not unduly disrupt the operations of the Department. However, no member of the bargaining unit may utilize compensatory time for time off in excess of 144 hours per calendar year. Employees may utilize up to 16 additional hours of compensatory time for training purposes, after approval by the Sheriff or his/her designee. Employees may not, under any circumstances, accumulate more than one hundred (100) hours of compensatory time. Upon termination of employment, an Employee shall be paid for unused compensatory time figured at:
  - a. The average regular rate received by such Employee during the last three (3) years of employment; or,
  - b. Final regular rate received by such Employee, whichever is higher.
2. An employee may convert compensatory time to a cash payment by notifying the appropriate Command Officer of the number of hours of compensatory time to be converted to a cash payment.
3. Retirement contributions shall be deducted from the cash payment for compensatory time and the amount paid shall be included in an employee's Final Average Compensation (FAC) for retirement purposes, as limited by Article 26, Retirement Benefits.

C. General Overtime Procedures:

1. When the Sheriff determines that manpower requirements necessitate overtime work, the assignments for such overtime shall be made in accordance with the provisions of this Article.

2. The Employer shall maintain a record of overtime hours worked by each employee of the bargaining unit. These records shall be maintained by a Command Officer in the "Corrections Officer Overtime Call-In Book(s)". Additionally, overtime work shall be logged in the "Overtime Log" which shall be maintained by the Association. Overtime hours shall be logged only in units of two (2) hours or more.
3. Corrections Officers wishing to work overtime shall indicate their availability twenty-four (24) hours prior to their leave days by signing up in the overtime log. The overtime log will be kept at the Shift Commander's desk. Failure to indicate availability twenty-four (24) hours prior to leave days shall be considered refusal for overtime. All requests shall be logged in accordance with the information request in said log book.
4. The Employer shall make every attempt to equalize overtime by first offering overtime to the Corrections Officer who: (1) has requested overtime; (2) has the least amount of overtime hours worked as recorded in the Overtime Log and (3) has the highest seniority.

All new employees shall start out with the same amount of hours as that employee having the most worked overtime hours.

5. Corrections Officers will first be called from the shift for which the overtime is required to be worked. In the event that there are no Corrections Officers that desire to work overtime on the shift in which it is required, the employees on the following shifts will be called for the available overtime.
6. If the overtime opportunity cannot be filled as described above, those employees in the Corrections Officer classification who have signed up to work a double shift and employees in other classifications, provided that they are trained and qualified to perform the work, may be called for overtime in order of the least amount of overtime worked. In the event employees have an equal number of overtime hours worked, the overtime shall be worked by the employee with the most departmental seniority.
7. If the overtime opportunity cannot be filled as described above, then the Employer shall order progressively, the employee(s) with the least amount of classification seniority working the shift previous to the shift with the vacancy to work the required overtime.

A record of this mandatory overtime will be kept by the Employer, listing the date and shift ordered for that employee. When any employee is ordered to work overtime, he/she will be exempt from mandatory overtime until such time that the progressively senior most employee on that shift has also been ordered to work mandatory overtime.

8. Whenever a Corrections Officer is off work due to sick leave or has been approved to have someone scheduled to work for them, that Corrections Officer will not be allowed to work overtime on that shift or the following two (2) shifts.
9. When compensatory time is taken by a bargaining unit member, the time shall be treated as a day worked for overtime purposes. The bargaining unit member is prohibited from working the shift for which they have taken compensatory time. To be eligible for other overtime on the day compensatory time is taken, a bargaining unit member must sign up for overtime twenty-four (24) hours in advance and will be the last person called prior to the ordering of overtime.

10. Any Deputy, who is available for assignment to Road Patrol and, who refuses to work a Road Patrol opportunity, shall not be eligible to work any overtime opportunity governed by this collective bargaining agreement on the shift for which the Road Patrol overtime was offered and refused.
11. In the event an employee is passed over due to an error, that employee will be given the first overtime opportunity that he/she signs up for, regardless of seniority or overtime hours previously recorded. Hours worked as a remedy will be exempt from the overtime hours worked.

## **ARTICLE 17**

### **COURT TIME**

- A. Sheriff Department Employees while appearing in Court during off-duty hours shall be paid a minimum of four (4) hours straight pay or time and one-half (1 1/2), whichever is greater, and according to the following provisions:
  1. If an Employee appears in Court on the same case running from A.M. to P.M., time shall run continuously (for example, same case 10:00 a.m. to 3:00 p.m. equals five [5] hours at time and one-half [1 1/2]);
  2. If an Employee appears in Court on two (2) different cases or more in the A.M. or in the P.M., time shall run continuously (for example, two [2] cases, one [1] at 9:00 a.m. and another at 9:30 a.m., one [1] Court slip-continuous time);
  3. If an Employee appears in Court on two (2) different cases or more, one (1) or more in the A.M. and one (1) or more in the P.M., then there shall be two (2) Court slips (for example, 9:00 a.m. case, different case 1:00 p.m.--two [2] Court slips).
- B. Stand-By: Sheriff Department Employees, upon being served a Court Appearance Summons for actions taken in the line of duty and which require the presence of the Employee in Court while not on duty, and further being advised not to appear in Court, but to "stand-by" while not on duty, will be paid a two (2) hour salary at their minimum hourly rate; Employees on stand-by over a two (2) hour period will be paid fifty percent (50%) of their hourly rate, total compensation period not to exceed eight (8) hours in any one stand-by day. The following controls shall be followed in order to properly document Court appearances outlined above:

An overtime card shall be used and will include in writing:

  1. Identification of Court matter, date, time and Judge;
  2. Name and organization of person who advised not to appear in Court and to stand-by;
  3. Signature of the person invoking stand-by status, affixed to a brief entry indicating the number of hours of stand-by and such other pertinent data.
- C. Witness fees received in Civil Cases while on duty shall be returned to the County General Fund.



**ARTICLE 18**

**ANNUAL LEAVE (VACATION)**

- A. Full-time employees, except for participants in the Deferred Retirement Option Program, shall be entitled to earn Annual Leave (Vacation) time according to the following schedule:

<u>Years Of Consecutive Service Completed:</u>	<u>Days Earned Per Bi-Weekly Period:</u>	<u>Up To A Maximum Of:</u>
less than 3	0.38	10 days
3	0.53	14 days
5	0.65	17 days
10	0.73	19 days
13	0.84	22 days
20	0.88	23 days
21	0.92	24 days
22	0.96	25 days
23	1.00	26 days
24	1.038	27 days

- B. Annual Leave days may be accumulated to a maximum of thirty (30) work days.
- C. Leave Days cannot be used by Employees until they have been on the payroll for six (6) continuous months.
- D. Upon termination of employment, an Employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued vacation leave at the rate of pay received by the Employee during the time the leave accrued.
- E. Employees who are working as regular Employees, but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- F. County of Macomb Employees who have been in the Armed Services of the United States under military duty from Macomb County shall, upon reinstatement, if within ninety (90) days following separation from military duty, be given a vacation bank at the rate of one (1) day for each month, or part thereof, spent in the Armed Service. Such annual leave shall not exceed two (2) weeks in any single year, or an accumulated total of twenty-four (24) days.
- G. Vacation schedules for Employees of all Departments shall be developed by the Sheriff or designee and must have his/her approval; provided, however, that Employees shall be granted vacation preference in order of classification seniority subject to the following restrictions:
1. Employees receiving at least twenty (20) leave days annually and/or who have in their Annual Leave Bank sufficient time, shall receive two (2) weeks summer annual leave (April/September) and two (2) weeks winter annual leave (October/March). Exceptions to the two (2) weeks summer, two (2) weeks winter leave can be made by mutual agreement between the Sheriff and the Association.

2. As of March 1 for summer Annual Leave (April/September), and September 1 for winter Annual Leave (October/March), senior Employees shall not be able to remove the names of less senior Employees from the vacation schedule, unless there is mutual consent among the affected Employees.
  3. Split vacations will be granted only when due and proper notification has been given to the Sheriff or designee and with his/her approval.
  4. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the Employees and the efficient operation of the Department.
  5. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Sheriff or designee.
  6. When a holiday is observed by an Employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day, continuous with the vacation, except for those Employees receiving Holiday Pay, as outlined in the Holiday Pay provision of this Agreement.
  7. Upon direction by their respective supervisor, Employees may be requested to work during periods of Annual Leave and shall receive Annual Leave Pay in lieu of time off and such leave pay shall be deducted from their accumulated Annual Leave Bank. This shall be restricted to a period of one (1) week in any Annual Leave Year.
- H. Subject to the terms and conditions of this Article, fourteen (14) vacation slots shall be available and the current procedures for selecting vacations for Corrections Officers, will remain in full force and effect.
- I. ANNUAL LEAVE FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B., D., and E. of Article 18, above, and shall receive annual leave in the following manner:
1. DROP participants shall receive, on January 1<sup>st</sup> of each year of DROP participation, a number of hours of annual leave equal to the number of hours of annual leave accumulated in the calendar year immediately preceding the commencement of DROP participation.
  2. Employees whose DROP participation begins at a time of year other than January 1<sup>st</sup>, shall receive a pro-rata share of annual leave for the balance of the calendar year computed in the same manner as paragraph I.1., above.
  3. Annual Leave not utilized by an employee by December 31<sup>st</sup> of a calendar year shall be forfeited.
  4. There shall be no compensation for annual leave time remaining in an employee's annual leave bank upon separation from employment.
  5. DROP participants who utilize annual leave in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all annual leave time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability.

## **ARTICLE 19**

### **SICK LEAVE**

- A. Every full-time Employee, except for participants in the Deferred Retirement Option Program, shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two-week pay period of service.
- B. For sick leave usage only, the unused sick leave accumulation maximum that Association employees can earn will be one hundred eighty (180) work days.

For accumulated sick leave payoff purposes, as provided in Article 20, Accumulated Sick Leave Payoff, the maximum sick leave accumulation shall retain a cap of one hundred twenty-five (125) work days.

- C. An Employee may utilize Sick Leave allowance for absences:
    - 1. Due to personal illness or physical incapacity caused by factors over which the Employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
    - 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
    - 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) Sick Leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the Employee, or of the Employee's current spouse. It shall also include any person who is a member of the Employee's household.
    - 4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
    - 5. Personal Days:
      - a. Employees may use two (2) days per year for personal business reasons not to be deducted from Sick Leave.
      - b. For Christmas Eve (December 24), Christmas Day (December 25), New Year's Eve (December 31), and New Year's Day (January 1), only, the Employer may deny the use of a Personal Day to a Corrections Officer when it would result in more than two (2) Corrections Officers below the minimum complement on that shift.
- The maximum number of hours that can be accumulated in an Employee's Sick Bank has not been increased by the provisions of this Section C.5.
- D. Any Employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible, and the failure to do so within a reasonable time may be cause for denial of Sick Leave with pay for the period of the absence.

- E. The Employee may be required to produce evidence, in the form of a medical certificate or otherwise, of the adequacy of the reason for absence during the time for which Sick Leave is granted.
- F. Sick Leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of Sick Leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick Leave shall not accrue during a Leave of Absence Without Pay. Sick Leave time accumulated at the time of commencement of a leave of absence shall, however, be restored upon return to active employment by the Employee, provided the Employee does not exceed the approved length of the leave of absence; otherwise, such accumulated Sick Leave time shall be forfeited.
- H. A twelve (12) month Employee who is seriously ill for more than five (5) days while on annual leave may, upon application, have the duration of such illness charged against sick leave reserve, rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the Employee.
- I. Employees shall not be entitled to use Sick Leave and/or Personal Business Days until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.
- J. Employees participating in the DROP Program shall not be subject to Article 19, Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
  - 1. DROP participants shall be provided with six (6) days of Sick Leave on January 1<sup>st</sup> of each year the employee participates in the DROP program.
  - 2. Employees who begin DROP participation at a time other than January 1<sup>st</sup>, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.
  - 3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph J.1., employees may utilize that Sick Leave, accrued pursuant to Sections 19.A. and 19.B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to Article 20, ACCUMULATED SICK LEAVE PAYOFF, at the time the employees DROP participation begins.
  - 4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section J.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
  - 5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

## **ARTICLE 20**

### **ACCUMULATED SICK LEAVE PAYOFF**

- A. Retirement: Effective June 1, 2004, an employee who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, shall be paid for his/her accumulated and unused Sick Leave at employee's then current rate of pay on the following basis:

1. Hours 1 – 500 to be paid at fifty percent (50%) of his/her accumulated and unused Sick Leave at the employee's then current rate of pay.
  2. Upon the accumulation and maintenance of 501 or more hours of unused sick leave, the employee will be paid 75% for all hours accumulated.
  3. The above payment shall not exceed a maximum of 750 paid hours.
- B. Deferred Retirement: An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. This payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.
- C. Payoff When There is No Retirement: In case of death of an employee, payment of seventy-five percent (75%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.
- D. DROP Participants: At the conclusion of the employee's participation in the DROP Program, there shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

## **ARTICLE 21**

### **BEREAVEMENT LEAVE**

Upon presentation of proper proof as required by the Employer, such as, but not limited to newspaper death or obituary notices, the following Bereavement Leave Policy shall apply:

- A. The Employee will be granted three (3) days off with pay due to a death in the Employee's immediate family. Immediate family shall be defined as follows: natural mother, natural father, current spouse, natural or legally adopted children of employee or current spouse. It shall also include any person who is normally a member of the employee's household.
- B. The Employee will be granted one (1) day off with pay, not deductible from Sick Leave for the death of one of the following: mother-in-law, father-in-law, natural brother, natural sister. Upon request, an Employee may use two (2) additional bereavement leave days for the death of a relative listed in Paragraph B. These two (2) additional bereavement leave days will be chargeable to Sick Leave.
- C. The Employee will be granted three (3) bereavement leave days chargeable to Sick Leave upon the death of one of the following: grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law, and sons-in-law of the Employee or the Employee's current spouse.

## **ARTICLE 22**

### **WORKER'S COMPENSATION**

- A. The Employer shall provide and assume the premium for Worker's Compensation and Liability Insurance in accordance with the Statute.

- B. A County Employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such Employee from performing any available County employment, shall be entitled to disability compensation upon the following basis, and subject to the following provisions:
1. The Employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
  2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
  3. Any Employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury, with the Sheriff or Designee on the day such injury occurs or, if physically unable to do so because of the nature of the injury, then a physician's report in writing relating to such injury shall be filed with the Sheriff or Designee within one (1) week from the date of the injury. The report shall be made upon the form furnished by the County of Macomb, and when received by the Sheriff or Designee, shall be transmitted forthwith to the office of the Human Resources Director.
  4. The Employee shall furnish to the Human Resources Department a written medical certificate which includes a description of the injury and, to the extent medically possible, the period of incapacity, as well as periodic written medical progress reports upon request.
  5. Compensation received by an Employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such Employee from performing any available County employment, shall be paid on the following basis:

The compensation received by such Employee under the Worker's Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of six (6) months from date of incapacitating injury. At the end of said six (6) month period, the Personnel-Labor Relations Department shall review the disability status of the injured Employee to determine if up to an additional six (6) month extension shall be granted, dependent upon the physical condition and ability of the Employee to perform other available County employment. In no event shall the period for supplementation under this provision exceed one (1) year from the date of the incapacitating injury.

If disability exists at the end of the one (1) year period, the Employee shall seek to become eligible for coverage under the appropriate disability provisions of the Macomb County Employees' Retirement Ordinance. Employees receiving disability compensation hereunder shall continue to accrue Sick Leave days on the same basis as Employees on the active payroll, and such disability sick days compensated for under this paragraph shall not be deducted from the Employee's Sick Leave Bank.

### **ARTICLE 23**

#### **LEAVE OF ABSENCE**

- A. A Leave of Absence may be requested in writing for any of the following reasons:

1. Personal illness/injury.  
(Personal illness includes a woman's actual, physical inability to work as a result of pregnancy, childbirth, or related medical condition).
2. Illness/injury in immediate family.
3. Education.
4. Personal reason.

B. General Provisions:

1. A Leave of Absence may be with pay or without pay.
2. Except for personal illness/injury reasons, an employee absent from work for more than five (5) consecutive days shall be required to apply for and submit a request for a Leave of Absence in writing with the required documentation.
3. Failure to report for duty upon expiration of a Leave of Absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the Employee.
4. Waiting periods for Leave of Absence eligibility are as follows:
  - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
    - Illness/injury in immediate family.
    - Education.
    - Personal reason.
    - Personal illness/injury.
  - b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
    - An illness/injury for which an Employee is eligible for and receiving Workers' Compensation benefits.
5. Duration of Leaves of Absence:
  - a. An approved Leave of Absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions for up to six (6) months granted:
    - Personal illness/injury.
    - Education.
  - b. All requirements for all such requested extensions must be fulfilled. Such extensions shall be granted or denied in writing. The total aggregate time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.
6. The Sheriff and the Director of Human Resources shall approve or disapprove all requests for Leaves of Absence, except for Workers' Compensation claims which shall be governed by applicable Statutes.

7. The practice shall continue that an Employee on a Leave of Absence without pay shall not accrue benefits during the period of said Leave.

C. Types of Leave of Absence:

1. Personal Illness/Injury:
  - a. If an Employee's absence from work will result in the depletion of the Employee's Sick Leave Bank, the Employee must apply for a Leave of Absence without pay. Said application shall be made before the depletion of the Sick Leave Bank occurs. The Employer is to be given as much advance notice as possible.
  - b. All requests for a Personal Illness/Injury Leave of Absence must be submitted in writing to the Sheriff or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
  - c. The written request for a Leave of Absence must be accompanied by a physician's statement which includes the following information:
    - (1) General nature of personal illness/injury;
    - (2) Dates of incapacity;
    - (3) Anticipated date of return to work;
    - (4) Physician's signature;
    - (5) Physician's name, address and telephone number.
  - d. A request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original Leave of Absence. The request for an extension must be accompanied by a physician's statement which includes the information in Paragraph C.1.c. of this Article.
  - e. The Employer may exercise the right to have the Employee examined by a physician selected by the Employer before approving and granting such request for Leave of Absence and/or extension at the Employer's expense.
  - f. Prior to returning from a Personal Illness/Injury Leave of Absence, the Employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the Employee has the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.
2. Illness/Injury of a Member of the Employee's Immediate Family:



- a. A Leave of Absence may be requested because of illness/injury suffered by a member of the Employee's immediate family. The term immediate family as used in this section shall mean current spouse, parents, grandparents, children, brothers or sisters of the employee, or of the employee's current spouse. It shall also include any person who is a member of the employee's household. All requests for this type of Leave of Absence must be submitted in writing to the Sheriff or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
  - b. In addition to the written request for a Leave of Absence, a letter from the physician attending the ill/injured member may be required to evaluate the request.
3. Education:
- a. All requests for this type of Leave of Absence shall be submitted in writing to the Sheriff or designee.
  - b. All requests for this type of Leave of Absence must be submitted at least thirty (30) days prior to the effective date of Leave.
4. Personal Reasons:
- a. All requests for this type of Leave of Absence shall be submitted in writing to the Sheriff or designee.
  - b. All requests for this type of Leave of Absence must normally be submitted at least thirty (30) days prior to the effective date of Leave.

## **ARTICLE 24**

### **NOTICE OF MILITARY SERVICE**

The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Department Head or designee of the upcoming military service requirements.

Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services and/or current policy as approved by the Board of Commissioners.

## **ARTICLE 25**

### **INSURANCE BENEFITS**

#### A. Life Insurance:

- 1. Active Employees (including DROP Participants):

- a. The Life Insurance provided by the Employer for Employees in the classification of Corrections Officer is \$15,000 death benefit and \$5,000 additional accidental death and/or dismemberment benefit.
- b. Effective November 1, 1996, the Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit life insurance. The amount of coverage shall be equal to 1, 2, 3, 4 or 5 times the employee's annual salary (rounded to the nearest thousand dollars) and based on the Employer's and the individual's combined level of coverage. The amount of life insurance shall be computed by using the employee's annual base salary as of January 1st of each year of this Agreement. Rates and conditions shall be subject to those established by the insurance carrier.
- c. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

2. Retirees:

The Employer will provide a death benefit to the Employee only, who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance based upon the following condition and provision:

Employees covered by this Agreement will receive life insurance coverage in the amount of \$1,000.

B. Hospital-Medical Insurance:

1. Active Employees (including DROP Participants):

The Employer shall provide fully paid Blue Cross Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence and Health Maintenance Organization (HMO) coverage or its substantial equivalence to all regular employees and their eligible family members, including prescription drug coverage, as outlined in Appendix C.

Employees who have a spouse employed with Macomb County, will be entitled to one insurance plan for both employees and all dependants. Such employee shall not be eligible for the benefit listed in section B.1.b.

Effective as soon as possible after ratification, employees will no longer be eligible for Traditional Blue Cross Blue Shield coverage.

a. Waiting Period:

Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid insurance coverage as soon as administratively possible after the date of his/her return to work.

- b. An Employee, who elects not to participate in any County-sponsored health care plan and who has coverage provided by another employer shall be paid \$1,500 annually. Pro-rated payments up to \$750 will be made semi-annually to each Employee who has not been enrolled in any County-sponsored health care program.

Employees shall be required to show proof annually of coverage from another employer that includes the Employee before said Employee will be declared eligible to receive payment in lieu of coverage.

Employees, whose spouse's or parents' health care plans cease to cover the Employee shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's or the parents' coverage has ceased. In such cases, the Employee shall be allowed to enroll in a County-sponsored plan as soon as administratively possible and the payments in lieu of coverage shall cease as soon as administratively possible.

## 2. Retirees:

The Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the Employee and the Employee's spouse for the Employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

All employees hired on or after January 1, 2008, the Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the employee and the employee's spouse, after fifteen (15) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

For all employees hired on or after April 30, 2010, the Employer will provide fully paid Blue Cross Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence for the employee's spouse, after twenty (20) years of service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

Effective on or after April 30, 2010, an employee who retires after fifteen (15) years of service and before twenty (20) years of service with the Employer, will be provided the option of paying for spousal health care under the County group health plan at the time the employee becomes eligible for health care coverage.

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement or DROP. Coverage for the eligible spouse will terminate upon the death of the retiree, unless the retiree elects to exercise a retirement option whereby the eligible, current spouse receives applicable retirement benefits following the death of the retiree.

b. Preferred Rx Managed Prescription Drug Program: Effective November 1, 1996, an eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by a Blue Cross/Blue Shield health care plan will be enrolled in the Preferred Rx Managed Prescription Drug Program. Coverage is as follows:

- (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
- (2) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00.
- (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross /Blue Shield Preferred Rx provider by mail-order, will be \$2.00.

Effective February 1, 2008, an eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by a Blue Cross/Blue Shield health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program. Coverage is as follows:

- (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
- (2) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00.
- (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross/Blue Shield Preferred Rx provider by mail-order, will be \$5.00.
- (4) Mandatory Mail-Order for Maintenance Drugs.

c. Retired Employees and/or their current spouse, shall apply and participate in the Medicare Program, if eligible, at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein, for Employees who retire and/or their current spouse.

d. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, and who are subsequently gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment as hereinafter defined:

Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the Employee's retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless

and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.

e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse shall, if eligible, apply for and participate in any National Health Insurance Program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.

f. Spouse Retiree Hospital-Medical Insurance:

Effective January 1, 1983, for Employees retiring after January 1, 1982, the County will pay one hundred percent (100%) of the total premium for Blue Cross/Blue Shield Hospital-Medical insurance for the spouse in accordance with the conditions and provisions set forth in Paragraph B.2.

g. The Employer shall offer retirees the option of selecting a "Preferred Provider Organization" program.

h. A retiree who is eligible for hospital medical insurance and elects not to participate in any County-sponsored health care plan and who has coverage provided by another Employer which covers the retiree, shall be paid \$1,500 annually. Pro-rated payments up to \$750 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan.

Retirees shall be required to show proof annually that a spouse has health care coverage that includes the retiree before the said retiree will be declared eligible to receive the \$1,500 annual payment.

Retirees whose spouse's health care plans cease to cover the retiree shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's coverage has ceased. In such cases, the retiree shall be allowed to enroll in a County-sponsored plan at the next billing period.

C. Health Maintenance Organization (see Appendix C):

1. Active Employees (including DROP Participants):

The Employer will provide a Health Maintenance Organization option for regular Employees covered under this Article, provided the premium does not exceed the cost of the present insurance.

Employees who have a spouse employed with Macomb County, will be entitled to one insurance plan for both employees and all dependants. Such employee shall not be eligible for the benefit listed in section B.1.b.

2. Waiting Period:

Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid insurance coverage as soon as administratively possible after the date of his/her return to work.

3. Retirees:

The Employer will provide a Health Maintenance Organization option for current and future retirees of the bargaining unit provided the premium does not exceed the cost of the present insurance.

A retiree will have the option of retaining his/her HMO coverage at the time of retirement, or converting from Blue Cross/Blue Shield to HMO coverage during the County's annual open enrollment period.

D. Dental Insurance:

A Dental Insurance Program will provide the following:

1. Employees (including DROP Participants) covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$1,000 per year, per person, Delta Dental Plan, or its substantial equivalence, with the Employer paying the premium for said coverage.

2. Waiting Period:

Employees who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid insurance coverage as soon as administratively possible after the date of his/her return to work.

E. Optical Insurance:

An Optical Insurance program will provide the following:

1. Employees (including DROP Participants) covered by this Agreement, and their dependents, will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.

2. Waiting Period:

Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid insurance coverage as soon as administratively possible after the date of his/her return to work.

F. Liability Insurance:

The County shall provide for each regular Employee (including DROP Participants), Bodily Injury and Property Damage Liability Insurance and Personal Injury Insurance, including "false arrest" coverage, for actions taken in the course of and arising out of the lawful performance of duties. The limits of insurance for each occurrence will be \$450,000 in excess of \$50,000 self-insured retention per occurrence with an annual aggregate of \$450,000. The cost of this insurance will be borne by the County.

G. Disability Benefits:

Employees (including DROP Participants) who shall be medically certified as unable to perform their duties, as designated by the Employer, because of the following illnesses or diseases, shall receive compensation of Fifty Dollars (\$50.00) per week for a maximum of fifty-two (52) weeks, based on the conditions specified herein:

SPECIFIC ILLNESS AND/OR DISEASE

Infectious Hepatitis	Smallpox
Spinal Meningitis	Scarlet Fever
Diphtheria	Typhoid
Tetanus	Poliomyelitis
Rabies	(Infantile paralysis)
Encephalitis	Tularemia

The conditions under which specified weekly payments shall be made are:

1. The afflicted Employee shall be declared ineligible for applicable Workers' Compensation Benefits as prescribed by the Workers' Compensation Act of the State of Michigan.
2. The afflicted Employee shall have exhausted his/her sick leave and annual leave bank in accordance with the provisions of the Annual Leave and Sick Leave Articles.
3. The afflicted Employee is not receiving any other form of County compensation other than applicable fringe benefits.

H. Long Term Disability:

Employees (including DROP Participants) covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.

I. Substantial Equivalence:

Determination of "substantial equivalency", and/or "substantial equivalence" as expressed throughout this Article shall be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

## **ARTICLE 26**

### **RETIREMENT BENEFITS**

- A. The Employer shall continue the benefits as provided under the presently constituted Macomb County Employees' Retirement Ordinance, except as otherwise modified by the provisions of this Retirement Benefits Article.
- B. The final average compensation (FAC) used for calculating pension benefits for all members of the bargaining unit under this contract and the Macomb County Employees' Retirement System Ordinance shall exclude lump sum Sick Leave Bank and Annual Leave Bank payments made at the time of retirement.

The final average compensation (FAC) used for calculating pension benefits, for all members hired into the bargaining unit on or after January 1, 2008, under this contract and the Macomb County Employees Retirement System Ordinance shall exclude all overtime and compensatory time payments.

- C. The final average compensation (FAC) used for calculating pension benefits for all members of the bargaining unit under this contract and the Macomb County Employees' Retirement System Ordinance shall treat any retroactive wage payments as if the retroactive wages were paid to the employee when the wages were earned, not when they were paid by the Employer.
- D. Corrections Officer: Corrections Officers who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:
  - 1. A straight life retirement allowance consisting of:
    - a. An employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the employee's credit in his/her savings fund at the time of retirement; and
    - b. A County pension which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.40% of the employee's final average compensation for the first twenty-six (26) years and one percent (1%) for each year thereafter. In no case shall the employee's County pension exceed 66% of the employee's final average compensation.
    - c. Effective January 1, 2008, in no case shall the Straight Life pension benefit for a bargaining unit member under this contract exceed 100% of the employee's base salary at the time of retirement. Such limitation shall be applied to a bargaining unit member's straight life benefit calculation prior to an applicable actuarial adjustment, if any, for the member's selection of an optional form of benefit or the annuity withdrawal option and shall also apply to the member's DROP benefit.
  - 2. Employees in the classification of Corrections Officer shall contribute four percent (4%) of their compensation to the retirement system.



3. The final average compensation used for calculating pension benefits for Corrections Officers shall be based on the average of an employee's three (3) highest consecutive years of compensation out of the last ten (10) years of service.
4. Upon written application, an employee in the classification of Corrections Officer may apply for voluntary retirement after completing twenty-five (25) years of service regardless of age or upon completing eight (8) years of service and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in Section 22 of the Macomb County Employees' Retirement Ordinance and the provisions of this Article.
5. Survivor Benefit: A Corrections Officer who continues in the employ of the County for more than ten (10) years and has not nominated a beneficiary as provided in the Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age sixty (60) years, (2) elected Option A in Section 26 of the Retirement Ordinance, and (3) nominated his/her spouse as beneficiary.
6. Annuity Withdrawal: Any member employed by the Macomb County Sheriff's Department in the classification of Corrections Officer who retires on or after January 1, 1984, pursuant to Sections 24, 25 or 31 of this Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation, or, if such a rate is unavailable, by the Macomb County Employees' Retirement System Ordinance for such annuity withdrawals. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in this Section 26 of the Ordinance.
7. Pop Up Option: A retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26(a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially

equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.

- E. DROP Program: The memorandum of Understanding regarding the Deferred Retirement Option Plan (DROP) is attached to and is incorporated by reference as part of this Agreement.

## **ARTICLE 27**

### **LONGEVITY**

- A. The Employer shall pay additional compensation to Employees having a record of long and continuous employment with the County. The additional compensation is intended to encourage continuous employment with the County and, further, to recognize the value of the experience gained by such service.
- B. All Employees represented by the Association shall be entitled to longevity compensation as hereinafter provided.
- C. The basis of longevity compensation is as follows:
  - 1. Employees who, on or before October 31st of any year, have completed five (5) full years of continuous employment shall be entitled to longevity compensation, except as the following prorated formula shall apply:

Employees who complete at least five (5) full years of continuous employment during the months of November and December, only, of any year, shall receive a prorated share of longevity as follows:

November 01 through November 15 --- 95%  
November 16 through November 30 --- 90%  
December 01 through December 15 --- 85%  
December 16 through December 31 --- 80%

The longevity schedule of payments and provisions remain unchanged, except as amended above.

- 2. Continuous employment for the purpose of this Article shall not be considered as interrupted when absences arise from paid vacations, paid sick leave, paid Workers' Compensation (not to exceed one [1] year), or "Leave of Absence" authorized by the Sheriff and approved by the Human Resources Director; provided, such "Leave of Absence" periods shall not be considered in the computation of years of service for longevity compensation.
- 3. The compensation used as the basis for the computation of longevity shall be based on a rate of the Employee's annual salary not exceeding \$25,000 paid to such Employee as of October 31st, provided such Employee is qualified as to length of service as per Paragraph C.1., above.

The compensation to be used for computation purposes for a part-time Employee entering upon full-time employment shall be the average compensation received by such Employee in the previous five (5) years of employment until such time as five (5) years of full employment is attained.

4. The following schedule of payment shall apply:

<u>Step</u>	<u>Continuous Years Of Service</u>	<u>Percent Used, But On Base Not In Excess Of \$25,000</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

D. Proration of longevity payments for Employees retiring or deceased during any year prior to October 31st will be as follows:

1. Employees who qualify will receive one-twelfth (1/12) of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar year of service, from the preceding November 1st to the calendar month in which termination takes place. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to any longevity payments for the year of leaving, nor for any portion thereof.
3. An approved Leave of Absence Without Pay for reasons of personal illness/injury shall qualify an Employee for a prorated longevity payment at the same time that other Employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in the immediate family, education or personal reasons will be required to return to active employment from said Leave to qualify for a prorated longevity payment.
4. Employees leaving the employ of the County by reason of retirement and receiving benefits under the Macomb County Employees' Retirement Ordinance or by reason of death from any cause shall be entitled to and receive a longevity payment upon a prorated basis for that portion of the year employed, regardless of date of termination of employment.

E. Military duty time will be included as continuous service time in the computation of future longevity payments provided the Employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.

F. Longevity Compensation shall be a separate and distinct annual payment to those eligible Employees, but shall be considered a part of the regular compensation and, as such, subject to withholding tax, Social Security, retirement deductions, and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.

G. Payments to Employees eligible as of October 31st of any year shall be due on December 10th following. The annual period covered in the computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

- H. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section D, above. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section G, above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section C.4, above).

## **ARTICLE 28**

### **MANAGEMENT RIGHTS**

- A. The Employer retains and shall have the sole and exclusive right and authority to manage and operate its affairs, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the Employer; to assign employees to shifts in order to adequately staff shifts with experienced personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the type and scope of services to be furnished, and the type of facilities to be operated; to determine the methods, procedures and services to be provided, however, such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.
- B. The Employer, in addition to the rights set forth in Paragraph A above, shall have the right to hire, promote, assign, transfer, discipline (up to and including discharge), layoff and recall; to establish work rules, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.
- C. The Employer retains and shall have the sole and exclusive right to administer, without limitation, implied or other, all matters not specifically and expressly covered by the provisions of Paragraphs A and B of this Article, except as otherwise provided in this Agreement.

## **ARTICLE 29**

### **JURY DUTY**

If an Employee is called for jury duty, the Employee shall promptly provide a copy of the official notice to his/her immediate supervisor. An Employee who is assigned to the afternoon or midnight shift shall be switched to the day shift as his/her regularly scheduled shift for purposes of jury duty, provided, however, should any Employee be released from jury duty prior to the end of that day's shift, the Employee shall return to the department and work until the conclusion of that day's shift. The Employee shall be paid his/her normal daily wage for the assigned shift. The Employee shall endorse any payment received as a result of jury duty service and deliver that payment to his/her immediate supervisor. Expenses provided to Employees as a result of jury duty service, such as mileage, parking or meal expenses, may be retained by the Employee.

**ARTICLE 30**

**SPECIAL CONFERENCES**

Special conferences, mutually agreed upon for important matters, will be arranged between the Union representative and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between up to three (3) representatives of the Employer and up to three (3) representatives of the Union. 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 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.

**ARTICLE 31**

**ASSOCIATION BULLETIN BOARDS**

- A. The Employer shall permit the Association to place Union bulletin boards in the following locations:  

Maximum Security Floors, Rehabilitation Center, Main Jail
- B. Association bulletin boards shall be kept under lock and key and may be used by the Association for purposes of Association business only. Said bulletin boards shall not be used by the Association to disseminate propaganda, or the posting of non-Association political matters.

**ARTICLE 32**

**EDUCATION ALLOWANCE**

- A. The Employer and Association maintain that it is in the best interest of the public and the Sheriff's Department to encourage and promote higher education in those academic areas which benefit law enforcement Employees in the performance of their duties. Accordingly, the parties agree to provide a mutually acceptable and comprehensive list of law enforcement college level credits and/or degrees or certificates, the completion of which shall qualify an Employee for an education allowance. The list shall contain courses offered by nationally accredited colleges and universities, with the express understanding that Employees must carry a minimum of a 2.00 GPA in order to qualify for the benefit contained in this Article.
- B. All eligible Employees who desire to qualify for the Education Allowance shall have semi-annual opportunities to do so on January 15 and July 1 by submitting authorized college and/or university transcripts to the Finance Department at least ten (10) days prior to the qualification dates. An Employee may request that the ten (10) day requirement be waived.
- C. Upon receipt of evidence that an Employee qualifies for the Education Allowance, the Finance Director shall give notice to the Director of Human Resources of the Employee's right to receive the allowance. Where applications are timely under Paragraph B, payments shall be made to all qualified Employees commencing with the January 15 or July 1 qualification date.

D. Members shall be eligible to qualify for Education Allowance, as follows:

\$150 for Certificate, or 30 semester credits, or 45 quarter credits

\$250 for Associate Degree, or 60 semester credits, or 90 quarter credits

\$500 for Bachelor's Degree

\$800 for Master's Degree

E. Eligible members shall receive a proportional amount of Education Allowance, in addition to base rate of pay, each pay day, after their initial qualifying date. Education Allowance shall be included in overtime pay, when overtime pay is warranted under the terms of this Collective Bargaining Agreement, but shall not be added to the Wage Schedules that are listed in Appendix A of this Collective Bargaining Agreement.

### **ARTICLE 33**

#### **UNIFORM ALLOWANCE**

Employees shall receive Uniform Allowance as a single annual payment, according to the following provisions:

A. Payment is to be made no later than the first Friday following the end of the first pay period in July.

B. Eligible employees shall receive the following annual Uniform Allowance:

Corrections Officer: \$645

C. Newly appointed Corrections Officers shall receive their entire annual allotment of \$645 upon appointment to the classification. The next July payment shall be prorated or skipped, as the case may be, depending upon the effective date of appointment.

D. When an Employee voluntarily or involuntarily discontinues employment, the Employee shall be entitled to only a proportionate share of the annual uniform allowance equal to the ratio between the number of days employed and three hundred sixty-five (365); the Employer reserves the right to recover any excess uniform allowance payments made to an Employee from said Employee's other benefits which are maintained by the County.

E. Employees will be permitted to purchase uniforms and equipment at the establishment of their choice; provided, however, that the items purchased must strictly comply with the specifications set forth by the Macomb County Sheriff's Department. The purchase and use of any item which deviates from Department specifications shall be made at the Employee's personal cost and risk of Department disciplinary action.

### **ARTICLE 34**

#### **CLEANING AND LAUNDRY**

Corrections Officers shall be eligible for dry cleaning and/or laundry according to the following provisions:

Uniforms as required by Department regulations, shall be taken to a designated commercial establishment for cleaning, at the Employer's expense. The items covered include trousers, shirts and sweaters.

### **ARTICLE 35**

#### **OUT OF CLASSIFICATION ASSIGNMENTS**

The Employer may not assign any employee to perform work in the Corrections Officer classification unless that person is trained and qualified to act as a Corrections Officer.

### **ARTICLE 36**

#### **DRUG AND ALCOHOL TESTING**

- A. The parties agree that all drug or alcohol testing of bargaining unit members only shall be conducted in accordance with State and Federal law and the provisions of this Article.
- B. All drug testing shall be performed by an independent medical laboratory through use of the urine sample screening procedure. All tests shall be conducted according to established professional standards. Measures shall be adopted to ensure accuracy, verification and maintenance of the proper chain of evidence. All samples which test positive shall be subject to the Chromatography/Mass Spectrometry (GC/MS) technique. A superior state of the art technique, upon mutual agreement of the parties, may be substituted for GC/MS.
- C. Any departmental action which results from the use of, participation with, or testing for alcohol and/or drugs shall be subject to the "just cause" provision of this Agreement.
- D. All test results shall be confidential. Test results will be used solely and exclusively for internal departmental purposes, and shall not be provided to subsequent and/or potential employers or utilized in any criminal prosecution.
- E. Refer to Appendix "B" for Letter Of Understanding relative to Alcohol and Drug Rehabilitation.

### **ARTICLE 37**

#### **WAGES**

The Wage Schedule, Appendix A, is attached to and is a part of this Agreement.

### **ARTICLE 38**

#### **LAYOFF/RECALL**

Layoffs and/or recall of Employees covered by this Agreement shall be effectuated in accordance with the provisions of Act 298 of the Public Acts of 1966, as amended.

**ARTICLE 39**

**PROMOTIONS**

- A. Notwithstanding the provisions of Act 298 of the Public Acts of 1966, being MCLA 51.351, et. seq., the parties hereto in pursuance of their collective bargaining rights and obligations under the Public Employees' Relations Act, being MCLA 423.201, et. seq., agree that promotions to the rank of Deputy and Corrections Sergeant I in the Macomb County Sheriff's Department shall be made in accordance with this Article.
  
- B. Appointment to Deputy shall only be made by selection from the current Deputy eligibility list. However, the current eligibility list shall be updated as persons become eligible. The list shall be posted as it is updated and a copy provided to the Macomb County Professional Deputy Sheriff's Association. In a subcontracting situation, where mutually agreeable arrangements are made between the Sheriff, the County of Macomb and the Macomb County Professional Deputy Sheriff's Association this provision shall not apply.
  
- C. Eligibility for appointment to Deputy shall be limited to the Macomb County Professional Deputy Sheriff's Association bargaining unit members and also Police Officers Association of Michigan Dispatchers who have completed at least three (3) months of service in the Department.
  
- D. Corrections Sergeant I examinations shall consist of the following components which shall be scored and weighted as follows:
  - 1. Written - 50% (pts.) - (job related test)
  - 2. Inside oral - 9% (pts.) - (job related test)
  - 3. Performance evaluation - 5% (pts.) - (ongoing objective performance standards)
  - 4. Outside oral - 20% (pts.) - (determine promotionability)
  - 5. Seniority up to - 10% (pts.) - .5 point (1/2) for each year of service in the Sheriff's Department (maximum of 10 points).
  - 6. Education up to - 6% (pts.)  
Certificate or - 1% (pts.)  
30 semester credits, or  
45 quarter credits.  
Associate or - 3% (pts.)  
60 semester credits, or  
90 quarter credits  
Bachelor's - 5% (pts.)  
Master's- 6% (pts.)

These are non-cumulative.



- E. The parties recognize that the form, substance and procedures of each part of the Corrections Sergeant I promotion examination shall be negotiated between the parties, which shall then be administered by the Macomb County Sheriff's Department Civil Service Commission. This shall include, but not be limited to, examination type, author, materials, composition, objective and sources. The written examination shall be based upon a comprehensive and professionally developed job analysis.
- F. Corrections Sergeant I vacancies shall be filled by the Sheriff as follows:
1. First vacancy shall be selected by the Sheriff from among those qualifying on the current eligibility list.
  2. Second vacancy shall be selected by the Sheriff from among the top three (3) composite scorers on the current eligibility list only.
  3. Third vacancy shall be filled in the same manner as first vacancy.
  4. Fourth vacancy shall be filled in the same manner as second vacancy.
  5. Subsequent odd numbered vacancies shall be filled in the same manner as the first vacancy; subsequent even numbered vacancies shall be filled in the same manner as the second vacancy. This process shall continue until the current eligibility list expires. Upon issuance of the new eligibility list, the first vacancy shall be filled as provided in F.1. above.
- G. Deputy vacancies shall be filled by the Sheriff as follows:
1. First vacancy shall be selected by the Sheriff and shall be the current departmental employee in the classification of corrections officer or dispatcher with the highest departmental seniority from among eligibles on the current eligibility list as provided in Paragraphs A., B. and C. above.  
  
However, should the Sheriff send one or more eligible candidates to an academy in anticipation of future openings, the first vacancy shall then be filled by the most senior person who has successfully completed the Sheriff's Department sponsored Academy training, as set forth herein.  
  
These academy-trained candidates shall remain on the eligibility list until such time as these academy-trained candidates have been promoted to the rank of deputy or they cease to be eligible, whichever occurs first.
  2. Second vacancy shall be selected by the Sheriff from anywhere on the current eligibility list.
  3. Third vacancy shall be filled in the same manner as first vacancy.
  4. Fourth vacancy shall be filled in the same manner as second vacancy.
  5. Subsequent odd numbered vacancies shall be filled in the same manner as the first vacancy; subsequent even numbered vacancies shall be filled in the same manner as the second vacancy.

6. After Macomb County Sheriff Department Employees are promoted to the rank of Deputy, as provided herein, their classification seniority shall be established according to the order of selection.
  7. In the event a candidate fails to successfully complete the academy and/or probationary period as a Deputy, a replacement to that slot shall be made as originally selected. It shall however, be made from the current eligibility list at the time the replacement selection is made.
  8. In the event an existing employee, who was formerly a corrections officer or dispatcher, fails to successfully complete the academy and/or probationary period as a Deputy, that employee shall have a right of return to the next available vacant appropriate position.
- H. Test results shall be posted by name of examinee in order of overall score. Actual scores shall not be posted, only the names of those receiving a passing grade (70% or over), in order of achievement shall be posted.

#### **ARTICLE 40**

#### **SAVINGS CLAUSE**

The parties hereto realize that certain Court decisions or change in legislation during the term of this Agreement may make certain portions of said Agreement invalid and/or illegal. In that case, it is the intent of the parties hereto that only that provision which is inconsistent with the law or legislation is invalid and the remaining portion of this Agreement shall remain in full force and effect.

#### **ARTICLE 41**

#### **STATUTORY RIGHTS AND RESPONSIBILITIES**

The parties hereto agree that this Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County Official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office; provided, however, that the foregoing shall not be construed to diminish, impede, or abrogate the responsibilities, duties and obligations of the Employer as provided by the Public Employment Relations Act, as well as other applicable statutes and case law.

#### **ARTICLE 42**

#### **TRAINING TIME**

Regarding training time that is mandated by the Sheriff, nothing herein shall be deemed to relieve the Employer of the obligation to pay overtime if required by the Fair Labor Standards Act and applicable federal regulations.

#### **ARTICLE 43**

#### **TERMINATION OR MODIFICATION**

- A. This Agreement shall be and continue in full force and effect until December 31, 2010.

- B. If either party desires to terminate or modify this Agreement, it shall, no later than one hundred twenty (120) days prior to the termination date, give written notice of termination or modification. If neither party gives notice of termination, or notice of amendment as hereinafter provided, or if each party giving notice of termination or modification withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination or modification by either party no later than one hundred twenty (120) days written notice prior to the current year's termination date.

IN WITNESS WHEREOF, the Board of County Commissioners, by its Human Resources Director, and the Macomb County Sheriff and representatives of the Macomb County Professional Deputy Sheriffs' Association, on behalf of its represented employees, hereby cause this Agreement to be executed.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX A**  
**WAGE SCHEDULE**

**CORRECTIONS OFFICER**

	<b><u>JANUARY 1, 2008</u></b>	<b><u>JANUARY 1, 2009</u></b>	<b><u>JANUARY 1, 2010</u></b>	<b><u>MAY 1, 2010*</u></b>
START	\$33,300.86	\$33,300.86	\$33,300.86	\$30,836.60
6 MONTHS	\$35,084.84	\$35,084.84	\$35,084.84	\$32,488.56
12 MONTHS	\$36,868.81	\$36,868.81	\$36,868.81	\$34,140.52
18 MONTHS	\$38,652.79	\$38,652.79	\$38,652.79	\$35,792.48
24 MONTHS	\$40,436.76	\$40,436.76	\$40,436.76	\$37,444.44
30 MONTHS	\$42,220.73	\$42,220.73	\$42,220.73	\$39,096.40
36 MONTHS	\$44,004.70	\$44,004.70	\$44,004.70	\$40,748.35
42 MONTHS	\$45,788.68	\$45,788.68	\$45,788.68	\$42,400.32
48 MONTHS	\$47,572.72	\$47,572.72	\$47,572.72	\$44,052.34

\* 7.4% reduction in total compensation from January 1, 2010 ranges.

The Parties agree this total compensation reduction will expire at midnight on December 31, 2010.

**APPENDIX B**

**LETTER OF UNDERSTANDING**

**Between  
THE COUNTY OF MACOMB  
and  
MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION**

**ALCOHOL AND DRUG REHABILITATION**

In connection with the recently adopted Alcohol and Drug Testing Article of the Labor Agreement, it is understood that Employees testing positive for alcohol or drug use may be subject to discipline up to and including discharge, subject to the "just cause" provision of the Agreement.

In a circumstance where an Employee tests "positive" under conditions where:

- the Employee has a good work record;
- there is no evidence of any other illegal conduct other than use (such as unlawful selling and/or distribution);
- there is no prior record of use;
- the Employee has no prior criminal record;
- the Employee's disciplinary record is not substantial;

the Employer, consistent with "just cause", may at its sole discretion consider a program of rehabilitation.

MACOMB COUNTY PROFESSIONAL  
DEPUTY SHERIFF'S ASSOCIATION:

COUNTY OF MACOMB:

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

**Appendix C- Insurance Benefits Plan Designs**

# Community Blue<sup>SM</sup> PPO Plan 3 Benefits-at-a-Glance – Macomb County Proposal 2008



This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

**In-network**

**Out-of-network**

**Deductible, copays and dollar maximums**

**Note:** Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a “low access area” by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider’s charge.

<b>Deductible</b>	\$250 for one member, \$500 for the family per calendar year <b>Note: Deductible waived if service is performed in a PPO physician’s office.</b>	\$500 for one member, \$1,000 for the family per calendar year <b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b> • Fixed dollar copays  • Percent copays	\$25 for office visits and \$100 for emergency room visits  20% for general services, <b>waived if service is performed in a PPO physician’s office,</b> and 50% for mental health care, substance abuse treatment and private duty nursing	\$100 for emergency room visits  40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay dollar maximums</b> • Fixed dollar copays • Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None \$1,000 for one member, \$2,000 for two or more members per calendar year	None \$3,000 for one member, \$6,000 for two or more members per calendar year <b>Note:</b> Out-of-network copays also apply toward the in-network maximum.
<b>Dollar maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted for individual services	

**Preventive care services** – \*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered

**Mammography**

Mammography screening	<b>Covered – 80% after deductible</b>	Covered – 60% after deductible
One per calendar year, no age restrictions		

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.



### In-network

### Out-of-network

#### Physician office services

Office visits	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 80% after deductible	Covered – 60% after deductible, must be medically necessary
Office consultations	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary
Urgent care visits	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary

#### Emergency medical care

Hospital emergency room	Covered – \$100 copay, waived if admitted or for an accidental injury	Covered – \$100 copay, waived if admitted or for an accidental injury
Ambulance services – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

#### Diagnostic services

Laboratory and pathology services	Covered – 80% after deductible	Covered – 60% after deductible
Diagnostic tests and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
Therapeutic radiology	Covered – 80% after deductible	Covered – 60% after deductible

#### Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 60% after deductible
Includes care provided by a certified nurse midwife		
Delivery and nursery care	Covered – 80% after deductible	Covered – 60% after deductible
Includes delivery provided by a certified nurse midwife		

#### Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 80% after deductible	Covered – 60% after deductible
Unlimited days		
Inpatient consultations	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible

#### Alternatives to hospital care

Skilled nursing care	Covered – 80% after deductible	Covered – 80% after deductible
Up to 120 days per calendar year		
Hospice care	Covered – 100%	Covered – 100%
Limited to dollar maximum that is reviewed and adjusted periodically		
Home health care – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
Home infusion therapy – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

#### Surgical services

Surgery – includes related surgical services	Covered – 80% after deductible	Covered – 60% after deductible
Presurgical consultations	Covered – 100%	Covered – 60% after deductible
Colonoscopy	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary sterilization	Covered – 80% after deductible	Covered – 60% after deductible

#### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services		
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 80% after deductible	Covered – 60% after deductible
Specified oncology clinical trials	Covered – 80% after deductible	Covered – 60% after deductible
Kidney, cornea and skin	Covered – 80% after deductible	Covered – 60% after deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.





**In-network**

**Out-of-network**

**Mental health care and substance abuse treatment**

Inpatient mental health care	Covered – 50% after deductible Unlimited days	Covered – 50% after deductible
Inpatient substance abuse treatment	Covered – 50% after deductible Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	Covered – 50% after deductible
Outpatient mental health care • Facility and clinic • Physician’s office	Covered – 50% after deductible	Covered – 50% after deductible
	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved facilities	Covered – 50% after deductible Up to the state-dollar amount that is adjusted annually	Covered – 50% after deductible

**Other covered services**

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible	Covered – 60% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic spinal manipulation	Covered – 100%	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 80% after deductible Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	Covered – 60% after deductible
Durable medical equipment	Covered – 80% after deductible	Covered – 80% after deductible
Prosthetic and orthotic appliances	Covered – 80% after deductible	Covered – 80% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	Not covered	Not covered

**Optional riders**

Mammography screening	MOD: Covered – 100%
Allergy testing and therapy	MOD: Covered – 100% after \$10 co-pay
Chiropractic spinal manipulation	MOD: Covered – 100% after \$10 co-pay
Prescription drugs	MOD: \$5 Generic / \$25 Formulary / \$50 Non-Formulary
Prescription drugs – Mail Order	MOD: 2 times retail \$10 Generic / \$50 Formulary / \$100 Non-Formulary
Contraceptive Injections	CI
Prescription Contraceptive Devices	PCD
Prescription Contraceptives Medications	PD-CM
Exclusion of benefit for voluntary abortion	XVA

## Appendix C- Insurance Benefits Plan Designs

### County of Macomb Plan Option - HAP

Benefit	Employer Proposal
Office Visit Primary Physician	\$20
Office Visit Specialist	\$30
Emergency Room Care	\$150
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$15
Formulary	\$30
Non-formulary	\$50
Mail-Order	2X

### County of Macomb Plan Option - BCN

Benefit	Employer Proposal
Office Visit Primary Physician	\$20
Office Visit Specialist	\$30
Emergency Room Care	\$100
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$10
Formulary	\$25
Non-formulary	\$50
Mail-Order	2X

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**MACOMB COUNTY PROFESSIONAL DEPUTY ASSOCIATION (MCPDSA)**

The County and the Union agree that for the year 2010, each employee and DROP participant shall have his/her holiday pay benefit as outlined in Article 15, Holiday Benefits, reduced by six (6) days.

This letter of Agreement will expire on December 31, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF ASSOCIATION (MCPDSA)**

The County and the Union agree to cancel Longevity payments for all eligible employees and DROP participants for the year 2010.

This Letter of Agreement will expire on December 31, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING CERTAIN HEALTH BENEFITS**

WHEREAS, the County of Macomb currently offers health insurance coverage to covered females that includes an elective abortion benefit and excludes prescription drug coverage for contraceptives and excludes coverage for voluntary sterilization; and,

WHEREAS, the Macomb County Board of Commissioners has, by resolution, forbidden the use of public funds for elective abortion;

NOW BE IT RESOLVED THAT, the County of Macomb and the Macomb County Professional Deputy Sheriffs Association, on behalf of the Macomb County Sheriff Department Corrections Officers hereby agree to remove elective abortion coverage from the health insurance offered through their collective bargaining agreement and substitute prescription drug coverage for contraceptives and coverage for voluntary sterilization. Provided, however, nothing in this Memorandum of Understanding shall deny medically necessary care to a covered female, or apply in cases where pregnancy is the result of criminal sexual assault.

MACOMB COUNTY PROFESSIONAL  
DEPUTY SHERIFFS' ASSOCIATION:

COUNTY OF MACOMB:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**regarding**  
**DEFERRED RETIREMENT OPTION PLAN**  
**FOR MEMBERS OF MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S**  
**ASSOCIATION REPRESENTING CORRECTIONS OFFICERS**

- A. Background: The Macomb County Professional Deputy Sheriff's Association is a labor organization representing some employees of the Macomb County Office of the Sheriff, including Corrections Officers. The Association has bargained with the Macomb County Board of Commissioners and entered into a labor agreement whose term commenced January 1, 2002 and ends December 31, 2004. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the Macomb County Professional Deputy Sheriff's Association. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on November 18, 2004), effective November 20, 2004, an employee of Macomb County who is a member of the Macomb County Professional Deputy Sheriff's Association representing the Corrections Officers of the Office of the Sheriff, may voluntarily elect to participate in the deferred retirement option plan, hereinafter "DROP", upon obtaining the minimum age and service requirements for a normal service retirement. Upon commencement of DROP participation, the employee's DROP benefit shall be the dollar amount of the employee's monthly pension benefit computed by using the contractual guidelines and formula that are in effect on the date that the employee first participates in the DROP plan. During participation in the DROP, the employee will continue to enjoy full employment status and receive all future promotions and wage increases. Any fringe benefits paid to members of the Association shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

The employee's DROP benefit will be credited monthly to the individual employee's DROP account, which will be established within the defined benefit plan of the Macomb County Employees Retirement System. The employee's DROP account will be maintained and managed by the Macomb County Employees Retirement System. Upon termination of employment, the retiree shall begin to receive payments from his/her individual DROP account as described hereinafter. The DROP payments are in addition to any and all other contractual retirement benefits. The employee is solely responsible for analyzing the tax consequences of participation in the DROP.

- B. Eligibility: (Expressly contingent upon ratification by the Full Board of Commissioners on November 18, 2004), effective November 20, 2004, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the Macomb County Professional Deputy Sheriff's Association bargaining group may voluntarily elect to participate in the DROP at any time after attaining the minimum age and service requirements for a normal service retirement.
- C. Participation: The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.

- D. DROP Payment: Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to his/her DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension benefit otherwise payable to the DROP account until termination of employment. Interest on the DROP account will continue to accrue during such a forfeiture, except as provided in Subsection J.
- E. Election to Participate: Participation in the DROP program is irrevocable once an employee begins participation. An employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Macomb County Board of Commissioners. Such application shall be reviewed by the Human Resources Department within a reasonable time period and make a determination as to the member's eligibility for participation in the DROP. On the date upon which the member's participation in the DROP shall be effective, he/she shall be considered to be a DROP participant and shall cease to be an active member of the Macomb County Employees Retirement System. The amount of credited service, multiplier and final average compensation shall be fixed as of the employee's DROP date. When an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were earned, not when they were received by the employee. Increases or decreases in compensation during DROP participation will not be factored into retirement benefits of active or former DROP participants. DROP participants accrue no service time credit for retirement purposes pursuant to the Macomb County Employees Retirement System.

Upon execution of this agreement by the Macomb County Professional Deputy Sheriff's Association and the County of Macomb, employees who are represented by the Macomb County Professional Deputy Sheriff's Association and who qualify for DROP participation may file the appropriate application forms with an effective DROP date no sooner than (Expressly contingent upon ratification by the Full Board of Commissioners on November 18, 2004) November 20, 2004.

- F. DROP Benefit: The employee's DROP benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if he/she had actually retired on the DROP date, less the annuity withdrawal reduction as set forth in Subsection G, if applicable. The employee's DROP benefit shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, his/her choice of a straight life retirement allowance or an optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance and/or the applicable Collective Bargaining Agreement shall be irrevocable.
- G. Annuity Withdrawal: An employee who elects to participate in the DROP may elect the Annuity Withdrawal option provided by the retirement ordinance at the time of electing DROP participation. Such election shall be made commensurate with the employee's DROP election, but not thereafter. Such annuity withdrawal will be utilized to compute the actuarial reduction of the member's DROP benefit, as well as the member's monthly retirement benefit from the Macomb County Employees Retirement System, after termination of employment.

The annuity withdrawal amount (accumulated contributions) will be disbursed from the Macomb County Employees Retirement System at the time of DROP election. All withdrawal provisions and options under the Retirement Ordinance, which are available to Retirement System members shall be available to the employee participating in the DROP at such time that he/she elects to participate in the DROP.

- H. DROP Accounts: For each employee participating in the DROP, an individual DROP account will be created in which shall be accumulated the DROP benefits, as well as interest on said DROP benefits. All individual DROP accounts shall be maintained for the benefit of each employee participating in the DROP and will be managed by the Retirement System in the same manner as the primary retirement fund. DROP interest for each employee who participates in the DROP shall be at a fixed rate of 3.5% per annum, calculated in the same manner as the interest in the employee savings accounts in the Macomb County Employees Retirement System.
- I. Contributions: The employee's contributions to the Macomb County Employees Retirement System shall cease as of the date that the employee begins participation in the DROP.
- J. Distribution of DROP Funds: Within 45 days of termination of employment, the employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his/her individual DROP account:

- 1) A lump sum distribution to the employee; AND/OR
- 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with any procedures established by the Macomb County Board of Commissioners or the Retirement System for such rollovers.

Failure to elect one of the above options and receive such distribution within 60 days of termination of employment shall result in the termination of any interest paid on said account.

All benefit payments under the Plan shall be made as soon as practicable after entitlement thereto, but in no event later than April 1 following the later of:

- 1) The calendar year in which the primary member attains age 70½ , or
- 2) The calendar year in which the employment is terminated.

If the accumulated balance in any former employee's account is more than \$1,000 but less than \$5,000 (or such other amount as provided in the Internal Revenue Code, particularly Section 411(a)(11)(A)), then the Retirement System, in its sole discretion, shall have the option of distributing the former employee's entire account, in the form of a lump sum, to an individual retirement plan.

- K. Death During DROP Participation: If an employee participating in the DROP dies either: (1) before full retirement, that is before termination of employment with the County, or (2) during full retirement (that is, after termination of employment with the County but before the DROP account balance has been fully paid), the employee's designated beneficiary(ies) shall receive the remaining balance in the employee's DROP account in the manner in which they elect from the previously mentioned distribution methods (Subsection J). If there is no such beneficiary, the account balance shall be paid in a lump sum to the estate of the employee. Benefits payable from the Macomb County Employees Retirement System shall be determined as though the employee participating in the DROP had separated from service on the day prior to the employee's date of death.



- L. Disability During DROP Participation: In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of the Macomb County Office of the Sheriff, the employee's participation in the DROP shall cease, and the employee shall receive such benefits as if the employee had retired and terminated employment during the participation period.
  
- M. Internal Revenue Code Compliance: The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby null and void and of no force and effect.
  
- N. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.
  
- O. Annual Leave, Sick Leave and Other Fringe Benefits: The collective bargaining agreement may provide for the crediting of both annual leave and sick leave banks for inclusion in determining an employee's final average compensation for purposes of computing retirement benefits.

At the effective date of an employee's participation in the DROP plan, an employee's annual and sick leave bank shall be "credited" and/or paid as provided for in the collective bargaining agreement or the Macomb County Employees Retirement Ordinance.

After the effective date of an employee's participation in the DROP, the employee's annual leave and sick leave shall be determined as set forth in the collective bargaining agreement between the Macomb County Professional Deputy Sheriff's Association and the County of Macomb.

- P. Voting Rights and Retirement Commission Members: At the time an employee elects to participate in the DROP, he/she shall no longer be eligible to vote in any retirement elections nor shall said person be eligible to hold office pursuant to Section 4(e) of the Macomb County Employees Retirement Ordinance as an elected employee member.

FOR THE ASSOCIATION:

FOR THE COUNTY:

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\_\_\_\_\_

DATED: \_\_\_\_\_