AGREEMENT

between

COUNTY OF MACOMB and

MACOMB COUNTY PROSECUTING ATTORNEY

and

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE and AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW

(PROSECUTOR'S ASSISTANTS)

TABLE OF CONTENTS

UAW representing MACOMB COUNTY ASSISTANT PROSECUTING ATTORNEYS

ARTICLE		PAGE(s)
Agreement		1
Purpose and Intent		1
Article 1	Recognition	1
Article 2	Strikes Prohibited	1
Article 3	Management Rights	2
Article 4	Representation	2
Article 5	Union Security	2-3
Article 6	Special Conferences	3
Article 7	Grievance Procedure For Non-Disciplinary Matters	4-6
Article 8	Grievance Procedure For Disciplinary Action	6-8
Article 9	Seniority	8-9
Article 10	Job Openings And Classification Changes	10
Article 11	Promotions To Higher Classifications	10
Article 12	Layoff And Recall	10-11
Article 13	Annual Leave (Vacation)	11-13
Article 14	Sick Leave	13-14
Article 15	Accumulated Sick Leave Payoff	14-15
Article 16	Bereavement Leave	15
Article 17	Worker's Compensation Disability	16-17
Article 18	Leave Of Absence	17-20
Article 19	Notice of Military Service	20
Article 20	Holiday Benefits	20-21
Article 21	Insurance Benefits	21-26

Article 22	Retirement System	26-29
Article 23	Longevity	29-31
Article 24	Jury Duty	31
Article 25	Mileage	31
Article 26	Inclement Weather Policy	32
Article 27	Bar Association Dues	32
Article 28	Restrictions On Private Practice Of Law	32
Article 29	Records in Personnel Files	32
Article 30	Cost Of Living Allowance (COLA)	33
Article 31	Warrant Authorizations, Arraignments, Or Bond Hearings On Saturda	ays,
	Sundays And County Designated Holidays	33
Article 32	Regular And Grant Funded Employees Defined	33-34
Article 33	Savings Clause	34
Article 34	UAW-V-CAP	34-35
Article 35	Wage And Increment Schedule	35
Article 36	Reimbursement Account Program	35
Article 37	Termination Or Modification	35
Signature Page		36
Appendix A	Authorization For Deductions Of Dues And/Or Service Fees	Attached
Appendix B	Authorization For Assignment And Checkoff Of	
	Contributions To UAW-V-Cap	Attached
Appendix C	Wage And Increment Schedule	Attached
Appendix D	Insurance Benefits Plan Designs	Attached
Letter of Agreement Re: Dock Days		
Letter of Agreement Re: Suspend Longevity Payment		
Letter of Agreement Re: Family Continuation Rider		

Letter of Agreement Re: Pay for Laid Off Employee Benefits	Attached
Letter of Agreement Re: RFP for Medical, Dental and Optical Insurance	Attached
Letter Of Understanding: Grant Funded Employees	Attached
Letter Of Understanding: City of Detroit Income Taxes	Attached
Letter of Understanding: UAW Liaison	Attached
Memorandum of Understanding: Deferred Retirement Option Plan	Attached
Memorandum of Understanding: Certain Health Benefits	Attached
Index	Attached

AGREEMENT

UAW representing MACOMB COUNTY PROSECUTING ATTORNEYS

THIS AGREEMENT is entered into on the first day of January, 2008, between the Board of Commissioners of the County of Macomb and the Macomb County Prosecuting Attorney, hereafter referred to as the Coemployer or Employer, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW hereafter referred to as the Union.

The Provisions of this Agreement, shall apply to all employees regardless of age, race, color, religion, sex, national origin or creed.

<u>PURPOSE AND INTENT:</u> 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 interests of the Employer, its employees and the Union.

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

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

ARTICLE 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive bargaining representative for a unit consisting of Assistant Prosecuting Attorneys in the classifications of Principal Trial Lawyer, Assistant I, Assistant III and Assistant IV, excluding all other employees of the Prosecuting Attorney's Office. This recognition is extended for the purpose of collective bargaining in respect to rates of pay, wages and conditions of employment.

ARTICLE 2

STRIKES PROHIBITED

- A. The Parties also recognize that it is essential to the County's residents that services be rendered to the public without interruption and that the right of employees to strike is prohibited by the statutes of the State of Michigan.
- B. Any employee guilty of engaging in a slowdown, work stoppage, work disruption, or strike, shall be subject to disciplinary action up to and including discharge.
- C. The Employer agrees that it shall not lock out its employees.

MANAGEMENT RIGHTS

The Employer retains the sole right to manage its affairs and direct its work force including, but not limited to, the right to decide the number and locations of Departments and/or Divisions, the types of equipment, the kinds of services and the scheduling of such services, to maintain order and efficiency in its Departments and/or Divisions, to hire, terminate for cause, assign, transfer, promote employees and to determine the starting and quitting time, and the number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided for within this Agreement.

ARTICLE 4

REPRESENTATION

- A. The Union will designate a Unit Chairperson and an Alternate Unit Chairperson to function in the absence of the Unit Chairperson.
- B. These representatives will be allowed previously authorized release time, without loss of pay or time, for the purpose of participating in scheduled contract negotiations, special conferences and processing grievances through the grievance procedure. Authorization for such release time will be approved by the Prosecuting Attorney or designee.
- C. The Unit Chairperson shall be permitted to meet once a month for four (4) hours to discuss Union business. Release time for this meeting will be approved by the Prosecuting Attorney or designee and shall not exceed four (4) hours for each meeting.
- D. The Union Representatives shall have use of County office equipment including but not limited to fax, e-mail and phones to communicate with the UAW Regional offices, UAW local offices or other UAW Unit Chairpersons. Communication by e-mail to the membership is permitted for official Union business only (i.e. notice of membership meeting or notice of ratification meeting).

ARTICLE 5

UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of employment to become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

- D. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization For Deductions of Union Dues and/or Service Fees" form, the Local Union Financial Secretary/Treasurer may request automatic deduction by notifying the Employer, with a copy to the employee, Certified Mail, return receipt requested. Upon receipt of such written notice, the Employer shall, within five (5) days, notify the employee, with a copy to the Local Union Financial Secretary/Treasurer, that beginning the next pay period it will commence deduction of the service fee and tender same to the Local Union Financial Secretary/Treasurer.
- E. The Employer shall deduct monthly dues and fees from the second pay of the month from all employees for whom the Union has delivered a properly executed Authorization For Checkoff of Dues in the agreed upon form.
- F. The Employer shall remit to the Financial Secretary/Treasurer of the Local Union all Union dues or fees collected pursuant to this Article from payroll checks on the last working day of the month such dues or fees are deducted.
- G. Upon written authorization from each employee or after the request for automatic deduction takes effect in accordance with Section D. of this Article, the Employer shall deduct from the wages of each employee, all fees and dues as are prescribed by the Union and/or this Agreement. Each employee and the Union hereby authorize the Employer to rely upon and to honor written certification by the Financial Secretary/Treasurer of the Local Union of the amounts to be deducted. Such deductions under all properly executed authorizations shall become effective at the time application in Appendix A is signed by the employee. In the event no authorization form is executed, automatic deductions shall take effect in accordance with Section D. of this Article.
- H. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employees requesting same.
- I. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- J. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

SPECIAL CONFERENCES

- A. Special Conferences, mutually agreed upon, may be arranged between the Unit Chairperson and the Director, Human Resources, or designated representative, for the purpose of discussing relevant important matters. Such meetings shall be between up to three (3) representatives of the Employer and up to three (3) designated representatives of the Union.
- B. Agenda items must be presented in writing at the time the special conference is requested. If the special conference and the written proposed agenda item(s) are agreed to by both Parties, the Director, Human Resources will notify the special conference attendees of time and place of the meeting. Discussion shall be limited only to those agenda items previously agreed upon.

GRIEVANCE PROCEDURE FOR NON-DISCIPLINARY MATTERS

- A. A grievance is defined as a claim, reasonably, and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within twenty (20) working days after the grievance has become known or should reasonably have been known. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.
- B. Grievances shall be presented as follows:

Step 1:

- a. The employee shall discuss the grievance with the Chief Assistant Prosecutor or designee. The employee may have the Unit Chairperson present during this meeting.
- b. If the matter is not resolved, the grievance shall be reduced to writing by the Unit Chairperson and presented to the Chief Assistant Prosecutor or designee within five (5) working days of the meeting. The Chief Assistant Prosecutor or designee shall submit an answer in writing within five (5) working days, if possible, but in no event more than ten (10) working days after receiving the written grievance.
- Step 2: If the answer of the Chief Assistant Prosecutor or designee received in Step 1 is not satisfactory, the Unit Chairperson, within five (5) working days of the receipt of the written answer in Step 1, shall submit the written grievance to the Prosecutor. The Prosecutor or designee shall give a written answer to the grievance to the Unit Chairperson within ten (10) working days.
- Step 3: If the answer of the Prosecutor received in Step 2 is not satisfactory, the Unit Chairperson shall submit notice of appeal to the Director, Human Resources within five (5) working days. The Director, Human Resources, Prosecutor and Unit Chairperson or their respective designee(s) shall meet within ten (10) working days after the appeal of the grievance. The Director, Human Resources shall give a written answer to the grievance to the Unit Chairperson within ten (10) working days of the meeting.
- Step 4: If the answer of the Director, Human Resources received in Step 3 is not satisfactory, the Unit Chairperson shall refer the grievance to the International Union Staff Representative within five (5) working days. The International Union Staff Representative will review the matter and may, within thirty (30) days after the answer of the Director, Human Resources, appeal the grievance to the Appeal Board.
 - a. The Appeal Board shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer.
 - b. If the grievance is appealed to the Appeal Board, the Union shall prepare a record which shall consist of the original written grievance prepared by the Unit Chairperson and the written answers to the grievance and such other written records as there may be in the matter. These shall be forwarded to the Employer's designated representative together with a written notice that the Employer's

decision with respect to that grievance is not satisfactory to the Union. The written notice shall contain the names of the Union members of the Appeal Board. The Employer's designated representative shall within three (3) working days give written notice to the Union of the names of the Employer members of the Appeal Board.

c. The members of the Appeal Board shall arrange for a meeting or meetings to discuss the particular grievance. In the event the Appeal Board disposes of the matter, it shall cause its disposition to be reduced to writing to be signed by all members of the Appeal Board.

Step 5: If, after thirty (30) calendar days from the Appeal Board's first meeting, they are unable to agree upon a disposition of the grievance, it may be submitted by the Union to final and binding arbitration.

- a. The Arbitrator shall be selected by the members of the Appeal Board, or in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected according to the rules of the Federal Mediation and Conciliation Service (FMCS).
- b. 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 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 of applicable laws or rules or regulations having the force and effect of law.
- c. The fees and approved expenses of an Arbitrator will be paid by the non-prevailing Party, who the Arbitrator shall designate.
- d. To the extent that the laws of the State of Michigan permit, it is agreed that any Appeal Board's or Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
- C. <u>Expedited Grievances:</u> Grievances may be filed directly with the Director, Human Resources in cases involving loss of pay.

D. <u>General Provisions:</u>

- 1. For the purpose of the grievance procedure, a "day" shall mean any working day, Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or is answered by the Employer.
- 2. Any time limit in the grievance procedure may be extended by mutual agreement of the Parties.
- 3. A grievance presented at any Step shall be dated and signed by the Union representative presenting it; any answer given by the Employer to the Union representative shall be dated and signed by the Employer.

- 4. Any grievance not answered within the time limits by the Employer shall be automatically moved to the next step of the grievance procedure.
- 5. Any grievance not appealed by the Union within the time limits shall automatically be moved to the next step of the grievance procedure.
- 6. A grievance may be withdrawn and if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated by the International Union, the financial responsibility shall date only from the date of reinstatement.
- 7. <u>Computation Of Back Wages:</u> No claims for back wages shall exceed the amount of wages the employee would otherwise have earned offset by any other Employer paid benefits or compensation.
- 8. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Director, Human Resources and one (1) copy sent to the Unit Chairperson.

GRIEVANCE PROCEDURE FOR DISCIPLINARY ACTION

- A. <u>Intent:</u> All disciplinary grievances, including discharge, are covered exclusively by the provisions of this Article.
- B. <u>Notice of Discipline Imposed</u>: All discipline imposed pursuant to this Article shall be commenced with a written notice to the affected Assistant Prosecutor and the Director, Human Resources. The notice shall contain a specific statement of the reasons for imposing the discipline and the specific nature of the discipline intended. The discipline shall be effective at 5:00 p.m. on the third working day following the receipt of the notice, provided that the following procedure was followed:
 - 1. The Prosecuting Attorney or his or her designee has conducted an interview.
 - 2. The Unit Chairperson receiving in writing a specific statement of the reasons for imposing the discipline and the specific nature of the discipline contemplated.
 - 3. The Employer shall record the interview and maintain the recording.
 - 4. Wherein during the interview, the affected APA had:
 - a. The right to representation by their Union.
 - b. The right to make a statement.
 - c. To have their representative ask questions for clarification purposes only. This does not obligate the Employer to present witnesses and/or evidence or provide for cross examination.
- C. No APA shall be disciplined without:
 - Just cause.
 - 2. Conducting the aforementioned interview.

- 3. The Unit Chairperson receiving in writing a specific statement of the reasons for imposing the discipline and the specific nature of the discipline imposed.
- D. Nothing herein shall prevent the Prosecuting Attorney from immediately suspending without pay any Assistant Prosecuting Attorney for up to three (3) working days, for serious misconduct. If it is determined later that there was no just cause for taking the action against the employee, the employee shall be reinstated and receive the pay lost during the suspension.
- E. <u>Notice</u>: Notice shall be deemed to have been received when service is made upon the affected Assistant Prosecuting Attorney or Unit Chairperson.
- F. <u>Optional Procedure:</u> Nothing herein shall preclude the Prosecuting Attorney from accepting a resignation in lieu of discipline.
- G. If after the aforementioned interview, discipline is imposed, the Unit Chairperson may present a written grievance concerning the discipline to the Director, Human Resources and to the International Union Staff Representative within ten (10) working days of the discipline being imposed. The International Union Staff Representative will review the matter and may, within thirty (30) days appeal the grievance to the Appeal Board.
 - 1. The Appeal Board shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer.
 - 2. If the grievance is appealed to the Appeal Board, the Union shall prepare a record which shall consist of the original written grievance prepared by the Unit Chairperson and the written answers to the grievance and such other written records as there may be in the matter. These shall be forwarded to the Employer's designated representative together with a written notice that the Employer's decision with respect to that grievance is not satisfactory to the Union. The written notice shall contain the names of the Union members of the Appeal Board. The Employer's designated representative shall within three (3) working days give written notice to the Union of the names of the Employer members of the Appeal Board.
 - 3. The Appeal Board shall meet within ten (10) working days of the date of designation of members by the Employer.
- H. If, after thirty (30) calendar days from the Appeal Board's first meeting, they are unable to agree upon a disposition of the grievance, it may be submitted by the Union to final and binding arbitration.
 - 1. The Arbitrator shall be selected by the members of the Appeal Board, or in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected according to the rules of the Federal Mediation and Conciliation Service (FMCS).
 - 2. The Arbitrator's authority is limited by the provisions set forth below. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out 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 of applicable laws or rules or regulations having the force and effect of law. In determining the merits of grievances arising under this article, the Arbitrator shall take into account the following:

- a. The Prosecutor is an elected public official whose duties and responsibilities are defined by law. The Prosecutor has the legal, moral and ethical responsibility to fulfill these legal duties and nothing in this Article is intended to distract from the Prosecutor's ability to meet these obligations.
- b. The job duties of Assistant Prosecuting Attorneys are intended to assist the Prosecutor in carrying out the Prosecutor's legal mandate. Accordingly, the Prosecutor is entitled to broad discretion in determining how the functions of the Assistant Prosecutors are appropriately fulfilled, and in evaluating the skills, dedication, and effectiveness of Assistant Prosecutors.
- c. The incumbent Prosecutor is the chief law enforcement officer for Macomb County, and the democratically elected policymaker for his/her political office. All appointed employees of the incumbent Prosecutor must implement the policies of his or her political office in a full, steadfast, and confidential manner.

No Assistant Prosecutor shall:

- 1) Seek the political Office of Prosecuting Attorney against the incumbent Prosecutor; or
- 2) Work for, endorse, support, or facilitate support for, in any manner, financial or otherwise, the candidacy of any individual for the Office of Prosecuting Attorney against the incumbent Prosecutor.

A violation of this subsection shall constitute just cause for discharge.

- d. The Arbitrator is limited to ascertaining whether the Prosecutor's decision to discipline was arbitrary, capricious or discriminatory or otherwise not in accordance with the law or the provisions set forth in the Agreement.
- e. The determination of just cause for dismissal shall be consistent with federal and Michigan case law.
- 3. The agreements, policies, and procedures set forth in this agreement, including but not limited to this Article, shall survive the term of office of the Prosecutor and shall apply to any successor in office.
- 4. The Parties will equally divide the fees and approved expenses of an Arbitrator.
- 5. To the extent that the laws of the State of Michigan permit, it is agreed that any Appeal Board's or Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

ARTICLE 9

SENIORITY

A. <u>Seniority Defined:</u> Seniority shall mean the date of entry into County employment, except that seniority shall not accrue during the times that an employee is on Leave of Absence without pay. The seniority date will be used for the accumulation and/or eligibility of the following: Annual

Leave, Sick Leave, Longevity, Retirement and similar "fringe benefits" to which the Parties may agree.

B. Employees in the Unit shall be considered as probationary employees for the first six (6) months of employment in the Unit. The Prosecutor shall have the right to require an employee to serve an additional six (6) months of probation which would result in a total probationary period of one year.

There shall be no seniority among probationary employees. When an employee completes the probationary period, the employee shall be entered on the seniority list as of the date of employment.

The Union shall represent new hire probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as set forth in the Recognition Article of this Agreement, except that at any time during this period the Employer may dismiss the employee and such employee shall not have recourse to the grievance procedure unless the dismissal is for union activities.

- C. Seniority ties shall be broken by using the last four (4) digits of the employees' Social Security numbers, with the employee having the highest number considered to have the most seniority.
- D. A seniority list for employees covered by this Agreement shall be provided to the Unit Chairperson once each year during the month of July. The seniority list will show the name, address, Social Security number, job classification and seniority date of all employees in the Unit.
- E. Seniority rights shall be forfeited if the employee:
 - 1. Resigns.
 - 2. Is discharged and not subsequently reinstated in accordance with appropriate provisions of the Agreement.
 - 3. Is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written Certified notification to the employee at the last known address that seniority has been lost, and that employment has been terminated. In proper cases, exceptions shall be made by the Employer.
 - 4. Retires.
 - 5. Except for participants in the Deferred Retirement Option Program, withdraws contributions from the Macomb County Employees' Retirement Fund.
 - 6. Does not return to work when recalled from layoff.
 - 7. Fails to return from Sick Leave of Leave of Absence when scheduled. This shall be treated the same as three (3) above.
- F. <u>DROP Participants:</u> DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.

JOB OPENINGS AND CLASSIFICATION CHANGES

- A. In the event of a newly created Unit Job Assignment or an opening in a vacated Unit Job Assignment, or an upgraded salary classification in an existing Unit Job Assignment, which the Prosecutor intends to fill, all employees in this unit will have an opportunity to apply and be considered for appointment. Notice of such an opening shall be posted for a ten (10) day period. Interested employees will make their requests in writing to the Prosecuting Attorney or his/her Designee. Should such assignment be approved by the Prosecutor, the affected Assistant Prosecuting Attorney will not necessarily maintain the classification held at the time that the employee applies for the new assignment.
- B. The Prosecuting Attorney, in making his/her decision, shall consider each applicant's ability to perform the work, training, experience, physical, and technical qualifications and personality and compatibility necessary to perform the duties and functions of the desired position.
- C. Each applicant shall be personally interviewed by the Prosecuting Attorney or his/her designee.
- D. The final decision in filling the position from this list of applicants will be at the discretion of the Prosecuting Attorney. The Prosecuting Attorney will, upon the request of a passed over applicant, advise him/her of the reasons for the selection of the person to fill the position.
- E. If an Assistant Prosecutor has been in a given job assignment for two (2) years and seeks reassignment, the Prosecutor, if he chooses not to change the Assistant's job assignment, will provide a written response to the Assistant citing the reasons why the Prosecutor is keeping the Assistant in the particular assignment. Nothing herein shall diminish the authority of the Prosecutor to assign Assistant Prosecutors. The merits of any dispute regarding job assignment arising under this provision shall not be subject to the grievance procedure.

ARTICLE 11

PROMOTIONS TO HIGHER CLASSIFICATIONS

If an employee, who is to be promoted to a higher classification, has been at the maximum of his/her current classification for one year or more, then, upon said promotion, the employee will receive a normal promotional increment, plus the employee shall receive one additional step in the increment schedule.

ARTICLE 12

LAYOFF AND RECALL

- A. <u>Layoff Defined:</u> Layoff is defined as a reduction in the work force.
 - 1. Regular employees shall be laid-off according to the provisions of this Article. Employees, whose positions are funded by grants shall be laid-off according to the provisions of the Letter of Understanding which is attached to this Agreement.
 - 2. In the event of a layoff, regular employees who are serving their probationary period shall be laid-off first.

- 3. If additional layoffs are required, regular employees shall be laid-off according to seniority, as defined in the Seniority Article of this Agreement, within the classification affected by the reduction in force. An employee shall have the right to replace any other employee with less seniority beginning with the least senior employee in the same or lower job classification.
- 4. In the event that a layoff occurs which will be for a period of thirty (30) consecutive calendar days or more, the Employer shall post a notice advising employees that those who wish to go on voluntary layoff status for the length of the layoff (but not exceeding six (6) consecutive months), may sign up for said temporary layoff. No employee can exercise this option more than one (1) time per layoff.
- 5. Employees to be laid-off for an indefinite period will have at least fourteen (14) calendar days notice or in cases of emergency, payment in lieu of notice.
- B. <u>Recall Defined:</u> Recall is defined as the call back of employee(s) from layoff.
 - 1. The Prosecutor shall recall employees from layoff according to seniority. The County shall maintain a list of employees who are on layoff status for a period of eighteen (18) months after the layoff has been made. Said list of employees shall be provided to the Prosecutor when the work force is to be increased after a layoff.
 - 2. Notices of recall shall be sent to the employees at their last known address by Certified Mail. Employees will be responsible for notifying the Human Resources Office of their intent to return within a work week of receipt of the written notice, and shall report for work within seven (7) calendar days thereafter. Employees who fail to follow this procedure shall be considered to have voluntarily resigned., If extenuating circumstances result in an employee's failure to respond within the time limits specified, the Employer may offer the employee an opportunity for recall at the next opening.
 - 3. Former employees shall forfeit their seniority rights for recall according to the provisions of the Seniority Article.

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:

YEARS OF CONSECUTIVE SERVICE COMPLETED:	DAYS EARNED PER BI-WEEKLY PERIOD:	UP TO AN ANNUAL MAXIMUM <u>OF:</u>
less than 5	.38	10 days
5	.57	15 days
10	.65	17 days
13	.77	20 days
20	.80	21 days
21	.84	22 days
22	.88	23 days
23	.92	24 days
24	.96	25 days

- B. Annual leave days may be accumulated to a maximum of thirty (30) work days.
- C. Annual leave days shall not be used by employees until they have been on the payroll for six (6) continuous months.
- D. Upon termination of employment, employees who have worked at least thirteen (13) continuous biweekly pay periods will be compensated for their accrued annual leave hours at their current salary level.
- E. Employees designated as eligible for annual leave and who work less than the hours regularly scheduled per pay period may earn annual leave time as above on a basis proportionate to the hours they have worked.
- F. An employee granted military duty without pay from Macomb County may, upon reinstatement, if such return is within ninety (90) days of the separation date from the military duty, be credited annual leave hours calculated at the rate of one (1) day for each month or part thereof spent in military duty. Such annual leave time shall not exceed two (2) weeks in any single year or an accumulated maximum of twenty-four (24) days.
- G. Use of annual leave hours must be approved in advance by the Prosecuting Attorney or designee. A vacation schedule for eligible employees will be developed and maintained in that office.
- H. Split vacations may be granted only when such time off will not interfere with the smooth and efficient operation of the office. Authorization of the aforementioned time is contingent upon approval by the Prosecuting Attorney or designee.
- I. Vacations may be granted at such times during the year as not to interfere with smooth and efficient operation of the office.
- J. Vacation time of two (2) or more days shall be requested at least three (3) weeks in advance. Such requisite notice may be waived at the discretion of the Prosecuting Attorney or designee.
- K. When a holiday falls and is observed within an employee's approved scheduled vacation period, the vacation may be extended one or more days, or portion of a day, as applicable, continuous with the vacation. Holidays referred to are as specified in the Holiday Benefit provision of this Agreement between the Parties.
- L. <u>ANNUAL LEAVE FOR DROP PARTICIPANTS:</u> Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B., D., and E. of Article 13, above, and shall receive annual leave in the following manner:
 - 1. DROP participants shall receive, on January 1st 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 1st, shall receive a pro-rata share of annual leave for the balance of the calendar year computed in the same manner as paragraph L.1., above.
 - 3. Annual Leave not utilized by an employee by December 31st 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 14

SICK LEAVE

- A. Employees, except for participants in the Deferred Retirement Option Program, designated as eligible for sick leave may earn sick leave hours at the rate of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. For sick leave usage only, the unused sick leave accumulation maximum that an employee can earn will be one hundred and eighty (180) work days.

For accumulated sick leave payoff purposes, as provided in Article 15, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred and twenty-five (125) work days.

- C. An employee may utilize sick leave hours for the following reasons:
 - 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 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 the employee's attendance on duty.
 - 3. Illness of a member of an employee's immediate family which requires the employee's personal care and attention. Such paid absence shall not exceed fifteen (15) sick leave days in any one (1) 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 husband or wife.
 - 4. Medical examinations and/or treatment or other purposes relating to eligibility for disability pension as required.
 - 5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior approval by the Prosecuting Attorney or designee and governed by other applicable section provisions. Personal business days must be used within the calendar year earned.
- D. An employee absent for one of the reasons enumerated above shall inform the employee's immediate supervisor at the beginning of the affected business day. Failure to do so may be the cause of denial of approved paid sick leave for the period of absence.
- E. The employee may be required to produce evidence in the form of a medical certificate or other written medical documentation stating the reason and the need for the employee's absence during the time for which the leave is approved.

- F. Sick leave may be authorized and paid on a scheduled work week basis. Holidays occurring within an approved paid absence will not be counted as work days and charged against the employee's sick leave reserve.
- G. Sick leave shall not accrue during a Leave of Absence Without Pay; provided, however that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
- H. A regular employee who is seriously ill and under the care of a physician for more than five (5) days while on annual leave may have the duration of such illness charged against the employee's sick leave reserve rather than against the employee's annual leave. Notice of such illness and request for use of the employee's sick leave reserve must be given immediately to the Prosecuting Attorney or designee. Approval of the aforementioned sick leave reserve is contingent upon presentation of a written physician's report stating the nature of such illness, degree and period of incapacity.
- I. Earned sick leave shall not be used by an employee until the completion of six (6) two (2) week pay periods of continuous full time service, except in cases of injury incurred in the line of duty (see Workers Compensation Disability Article of this Agreement for exception).
- J. Employees participating in the DROP Program shall not be subject to Article 14, 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 1st of each year the employee participates in the DROP program.
 - 2. Employees who begin DROP participation at a time other than January 1st, 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 14.A. and 14.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 15, 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.

ACCUMULATED SICK LEAVE PAYOFF

A. <u>Retirement:</u> 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 fifty percent (50%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.

B. <u>Deferred Retirement:</u> 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. For employees hired on or after January 1, 1974, 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. <u>Payoff When There is No Retirement:</u>

- 1. An employee leaving County service after ten (10) years of continuous service, who elects not to receive retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of employee's salary at termination of employment, except as hereinafter provided. Employees hired on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.
- 2. In case of death of an employee, payment of fifty percent (50%) 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. <u>DROP Participants:</u> 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 16

BEREAVEMENT LEAVE

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

- A. A regular full-time employee will be granted three (3) days off with pay due to a death in the employee's immediate family. The term immediate family shall mean: mother, father, current spouse, children, grandchildren, brother and sister. Bereavement leave granted under these circumstances shall not be deducted from Sick Leave.
- B. A regular full-time 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 and father-in-law. Upon request, an employee may use two (2) additional bereavement leave days for the death of a relative listed in this paragraph B. These two (2) additional bereavement leave days will be charged against the employee's Sick Leave bank, if a bank is available.
- C. A regular full-time employee will be granted up to three (3) bereavement leave days for the death of one of the following: grandparents, nephews, nieces, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the employee; it shall also mean grandparents, grandchildren, nephews, nieces of the employee's current spouse. Bereavement leave days used in this Section C. shall be charged against the employee's Sick Leave bank, if a bank is available.

WORKER'S COMPENSATION DISABILITY

Employees covered by this Agreement who have sustained a personal injury (as defined by the Worker's Compensation Act of 1969, as amended) arising out of and in the course of actual performance of duty in the services of Macomb County, which personal injury totally incapacitates them from performing their assigned duties, may be granted disability compensation for the period of total incapacity subject to the following provisions:

- A. The employee must be eligible for and receive Worker's Compensation on account of such personal injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
- D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
- E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, sick leave and annual leave time.
- F. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 32, Regular And Grant Funded Employees Defined. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
- H. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
 - 1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular wage and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.

- 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3rds) of the employee's regular wage. The County's two-thirds (2/3rds) pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H (1) and H (2)) exceed 104 weeks.
- 3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided for in the Macomb County Employees' Retirement Ordinance.
- 4. Any sick or annual leave earned and accrued once the County two-thirds (2/3rds) pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:
 - Personal illness/injury
 (Personal illness includes a woman's inability to work as a result of pregnancy, child birth, or related medical condition).
 - 2. Illness/injury in immediate family
 - 3. Education
 - 4. Personal reasons
 - 5. Parental leave
- B. <u>General Provisions:</u>
 - 1. Leave of absence may be with pay or without pay.
 - 2. 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 Leaves of Absence eligibility:

- 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
 - Parental leave
- 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 Worker's 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 be extended so that the maximum aggregate duration of the leave does not exceed 1 year:
 - Personal illness/injury
 - Education
 - Parental leave
- b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing.
- 6. The Department Head and the Director, Human Resources shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes.
- 7. An employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay.
- 8. The County shall comply with all aspects of the Family and Medical Leave Act. This article incorporates the requirements of the Act.

The method to determine the 12 month period in which the 12 weeks of leave entitlement occurs is a "rolling" 12 month period, measured backward from the date an employee uses any leave under the Act.

C. <u>Types of Leaves of Absence:</u>

1. Personal illness/injury:

- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
- b. 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, including the anticipated date of return to work.
 - (3) Physician's name, signature, address, and telephone number.
- c. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation.
- d. 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 Section C, paragraph 1.b, 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, regardless of whether said leave is with pay or without pay, 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 normally assigned duties and functions. 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 husband or wife. All requests for this type of leave of absence must be submitted in writing to the Department Head 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 requested to evaluate the request.

3. Education:

- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head 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 reason:

- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head 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.

5. Parental leave:

- a. The Employer may grant a Parental Leave of Absence to any employee for the care of natural or legally adopted children of the employee or current spouse or for a child placed in the foster care of the employee or current spouse.
- b. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
- c. 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 19

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 20

HOLIDAY BENEFITS

A. The designated holidays are:

New Year's Day Martin Luther King Jr. Day
Presidents' Day One-half (1/2) day Good Friday

Memorial Day Independence Day
Labor Day Columbus Day
Veterans' Day Thanksgiving Day
The day AFTER Thanksgiving December 24th
Christmas Day December 31st

Floating Holiday General Election Day in the EVEN numbered years

B. Employees covered by this Agreement who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designated holidays.

- 1. The holiday designated must fall on the week days, that is Monday through Friday.
- 2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
- 3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
- 4. Christmas Eve and New Year's Eve:
 - a. Should Christmas Eve and New Year's Eve fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.
 - b. Should Christmas Eve and New Year's Eve fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
- 5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
- 6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday, or is excused with pay for the entire day from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay. When such an absence is because of illness, and the Department Head or designee suspects abuse, a medical certificate may be required. In order for an employee to avoid loss of pay, said employee, if required, shall provide a medical certificate within three (3) working days of such requirement.
- 7. An employee must complete the probationary period before becoming eligible to use the Floating Holiday.

INSURANCE BENEFITS

A. <u>Life Insurance:</u>

- 1. Active Employees (including DROP Participants):
 - a. The Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit. These benefits shall be applicable to employees who are designated as eligible and covered by this Agreement.
 - b. 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. <u>Waiting Period:</u> 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. <u>Retirees:</u> The Employer will provide a death benefit to the employee who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, based upon the following condition and provision:

Employees covered by this Agreement, who retire on or after January 3, 1985, will receive Life Insurance coverage in the amount of two thousand dollars (\$2,000).

B. <u>Hospital-Medical Insurance:</u>

1. <u>Active Employees (including DROP Participants):</u> 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 D.

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. <u>Waiting Period:</u> 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. Each 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. <u>Retirees:</u> 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 eight (8) 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 September 1, 2006, 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 September 14, 2009, 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 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:

Effective September 14, 2009 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, provided such employee shall retire on or after January 3, 1985. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option where the eligible current spouse receives applicable retirement benefits following the death of the retiree.
- b. <u>Preferred Rx Managed Prescription Drug Program:</u> An eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by the traditional Blue Cross/Blue Shield indemnity 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 September 1, 2006, 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, who subsequently are 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 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. The Employer shall offer retirees the option of selecting the "Preferred Provider Organization" program.
- g. Each 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, 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 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. <u>Health Maintenance Organization (see Appendix D):</u>

1. <u>Active Employees (including DROP Participants):</u> The Employer will provide a Health Maintenance Organization option for regular employees covered by the present hospital-medical surgical program under this Insurance Section of this Agreement, provided the premium does not exceed the cost of the present insurance; in which case, the Employer retains the option of charging employees for the cost of the difference between the HMO premium and the Blue Cross/Blue Shield premium.

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. <u>Waiting Period:</u> 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. <u>Retirees:</u> 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; in which case, the Employer retains the option of charging employees for the cost of the difference between the HMO premium and the Blue Cross/Blue Shield premium.

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

D. <u>Dental Insurance:</u> A Dental Insurance Program will provide the following:

- 1. Employees (including DROP Participants) covered by this Agreement who are designated eligible and their eligible family members, will be covered by a 75/25 Class I, 50/50 Class II, maximum \$1,000.00 per year, per person, dental plan with the Employer paying the premium for said coverage.
- 2. <u>Waiting Period:</u> 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 who are designated eligible and their eligible family members, will be covered by a Blue-Cross/Blue Shield Vision Care Program known as Series A80, or its benefit equivalent.

2. <u>Waiting Period:</u> 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. <u>Liability Insurance</u>: The Employer shall provide for each regular employee (including DROP Participants) Bodily Injury and Property Damage Liability Insurance while acting within the scope of the employee's duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- G. <u>Long Term Disability:</u> 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.
- H. <u>Short Term Disability:</u> The Employer will provide a payroll deduction option for employees (including DROP Participants) wishing to purchase the Union provided Short Term Disability Insurance, provided the Policy has an eight (8) day waiting period for both injury and illness.

The Union agrees that it will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability, in any manner or fashion related to said short term disability insurance, including but not limited to, the existence of coverage, the extent of coverage, the qualification for benefits and any other issue with the exception of proper Employer compliance with the written payroll deduction authorization of the employee.

I. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

ARTICLE 22

RETIREMENT SYSTEM

- A. <u>Retirement Benefits:</u> The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance, and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employees.
- B. <u>Employee Contribution:</u> For any employee hired on or before December 31, 2001 or who is vested as of September 14, 2009, the employee's contribution to the retirement system is three and five tenths percent (3.5%) of his/her compensation.
 - For employees hired on or after January 1, 2002 the employee's contribution to the retirement system is two and five tenths percent (2.5%) of his/her compensation.
- C. <u>County Pension Maximum:</u> For any employee hired on or before December 31, 2001 or who is vested as of September 14, 2009, the County pension shall not exceed sixty-five percent (65%) of an employee's final average compensation.

For employees hired on or after January 1, 2002, the County pension shall not exceed sixty-six percent (66%) of an employee's final average compensation.

D. <u>Pension Multiplier:</u> For any employee hired on or before December 31, 2001 or who is vested as of September 14, 2009, the pension multiplier is two and four tenths percent (2.4%) for the first twenty-six (26) years of credited service and one percent (1%) for each year of credited service thereafter.

For employees hired on or after January 1, 2002, the pension multiplier is two and two tenths percent (2.2%) for all years of service.

E. <u>Final Average Compensation Formula:</u> For any employee hired on or before December 31, 2001 or who is vested as of September 14, 2009, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's four (4) highest consecutive years of compensation out of the last ten (10) years of service.

For employees hired on or after January 1, 2002, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's five (5) highest consecutive years of compensation out of the last ten (10) years of service.

F. <u>Pension Calculation:</u> For any employee hired on or before December 31, 2001 or who is vested as of September 14, 2009, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.4% of the employee's final average compensation for the first twenty-six (26) years of service and one percent (1%) for each year of service thereafter.

For employees hired after January 1, 2002, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.2% of the employee's final average compensation for all years of service.

- G. <u>Eligibility:</u> Any member hired on or before December 31, 2001 or who is vested as of September 14, 2009, who meets the following criteria may retire upon his/her written application filed with the Retirement Commission:
 - 1. Attained age 60 years and has 8 or more years of credited service; or
 - 2. Attained the age of 50 with at least 8 years of credited service, if the employee's age, when added to the employee's years of credited service, equal the sum of 70 or more.

For employees hired on or after January 1, 2002, any member who meets the following criteria may retire upon his/her written application filed with the Retirement Commission:

- 1. Attained age 60 years and has 8 or more years of actual service; or
- 2. Attained the age of 55 with 25 years of actual service.

Upon his/her retirement, the employee shall receive a retirement allowance as provided in Section 22 of the Retirement Ordinance.

- H. <u>Retroactive Effect:</u> Notwithstanding the provisions of Section 2 (11) and 2 (12) of the Macomb County Employees' Retirement System Ordinance, 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.
- I. <u>Annuity Withdrawal:</u> Members of the Macomb County Employees' Retirement System may elect to take an Annuity Withdrawal. The utilization of this option shall be governed by any applicable Annuity Withdrawal provisions of the Macomb County Employees' Retirement System Ordinance.
- J. <u>Purchase of Military Service Credits:</u> A member who wishes to purchase military service credits as provided in Section 20 of the Macomb County Employees' Retirement Ordinance shall be allowed to purchase said credits through payroll deduction. A member who chooses the payroll deduction option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchased, the member will have two years to use the payroll deduction option).

If a member chooses the payroll deduction option, the cost of such credit shall be computed as provided in Section 20 of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

- K. Option D: A retirant shall have the option of selecting survivor's benefits in conjunction with the retirement option described in Section 26(a) of the Macomb County Employees' Retirement Ordinance commonly known as "Option D Level Income Option". Said survivor's benefits shall correspond to those benefits known as Option A 100% Survivor Allowance, Option B -50% Survivor Allowance and Option C Allowance For 10 Years Certain and Life Thereafter, as described in Section 26 of said Ordinance.
- Pop Up Option: A retirant may elect this option in combination with Option A or B of Section 26 L. of the Ordinance. 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.
- M. <u>Deferred Retirement Allowance Option</u>: In the event a bargaining unit member, who has eight or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement

allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.

A vested former member who withdraws accumulated member contributions and voluntarily forfeits credited service in the System thereby forfeits all rights in and to the portion of the pension attributable to the forfeited credited service.

- Non-Duty Death Before Retirement, Beneficiary Nominated: Any bargaining unit member who N. continues in county employment on or after the date he either 1) has acquired 25 years of credited service, or 2) has attained age 60 years and has eight or more years of credited service, may at any time prior to the effective date of his retirement elect Option A provided in Section 26 of the Macomb County Employees' Retirement System Ordinance in the same manner as if he were then retiring from county employment, and nominate a beneficiary whom the retirement commission finds to be dependent upon the said member for at least 50 percent of his support due to lack of financial means. Prior to the effective date of his retirement a member may revoke his said election of Option A and nomination of beneficiary and he may again elect the said Option A and nominate a beneficiary as provided in this section. Upon the death of a member who has an Option A election in force his beneficiary, if living, shall immediately receive a retirement allowance computed in the same manner in all respects as if the said member had retired the day preceding the date of his death, notwithstanding that he might not have attained age 60 years. If a member has an Option A election in force at the time of his retirement his said election of Option A and nomination of beneficiary shall thereafter continue in force; provided, that prior to the effective date of his retirement he shall have the right to elect to receive his retirement allowance as a straight life retirement allowance or under Option B provided in Section 26 of the Ordinance. No retirement allowance shall be paid under this section on account of the death of a member if any benefits are paid or will become payable under Section 35 of the Ordinance on account of his death.
- O. Non-Duty Death Retirement Allowance, Automatic Provisions: Any bargaining unit member who continues in the employ of the County for more than ten years and has not nominated a beneficiary as provided in the Macomb County Employees' 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 60 years, (2) elected Option A in Section 26 of the Macomb County Employees' Retirement Ordinance and (3) nominated his/her spouse as beneficiary.
- P. <u>DROP Program:</u> 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 23

LONGEVITY

The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.

- A. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- B. The basis of longevity compensation is as follows:

- 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
- 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Agreement.
- 3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or Leave of Absence Without Pay authorized by the Department Head or Designee and approved by the Director, Human Resources; provided such approved leave of absence without pay shall not be considered in the computation of years of service for longevity compensation.
- 4. The compensation used as a basis for computation of longevity for employees shall be based on a rate of annual salary, not exceeding \$24,000, paid to such employee as of October 31st, provided, such employee qualified as to length of service as B.1 provided.
- 5. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of twenty-four thousand dollars (\$24,000).

CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR.	PERCENT USED, BUT ON BASE NOT IN EXCESS OF \$24,000
5 through 9 years 10 through 14 years 15 through 19 years 20 through 24 years 25 and thereafter	2% 4% 6% 8% 10%

- C. Longevity payments may be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provision C.1 below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, may receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provisions:
 - 1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. 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 who voluntarily quit or are dismissed for cause prior to October 31st of any year shall not be entitled to 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 pro-rated 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 immediate family, education, personal reasons and parental leave will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.

- D. 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.
- E. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- F. Computations of longevity compensation shall be made by the Employer and paid upon approval thereof by the Finance Committee of the Macomb County Board of Commissioners.
- G. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- H. <u>DROP Participants:</u> 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 C, 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 B.5, above).

JURY DUTY

In the event an employee is called for jury duty, the employee shall promptly provide a copy of the official notice to his/her immediate supervisor. The employee's schedule may be adjusted by the Employer, provided, however, no employee shall be required to work any number of hours, when added to the number of hours the person spends on jury duty, that exceeds the number of hours normally and customarily worked by the person during a work day. In addition, the hours of work and the hours of jury duty combined shall not extend beyond the normal and customary quitting time of the employee.

Should any employee be released from jury duty prior to the end of that 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 each day worked and/or assigned to jury duty. 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 25

MILEAGE

Mileage reimbursement for employees required to use their personal vehicles for assigned County business will be made. Adjustments to this reimbursement figure will be made annually in accordance with adjustments made by the State of Michigan in its mileage reimbursement formula, disregarding any fractions of a cent.

INCLEMENT WEATHER POLICY

The Chairperson of the Board has the sole authority to declare an inclement weather day. If an inclement weather day is declared, compensation will be provided to full-time employees, only, as follows:

- A. An employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- B. The employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available.
- C. A full-time employee who is ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Day that would normally accrue to him/her within a ninety (90) day period of time.

ARTICLE 27

BAR ASSOCIATION DUES

The Employer shall pay the cost per year of the Michigan Bar Association dues which are necessary to maintain an employee's professional certification.

ARTICLE 28

RESTRICTIONS ON PRIVATE PRACTICE OF LAW

Private practice of law for Assistant Prosecutors shall be prohibited except for paid or unpaid representation of family members, pro bono representation or referrals. Assistant Prosecutors shall not maintain separate private offices, private business cards, private secretarial or support staffs, or other incidents of private practice. However, it shall not be deemed a violation of this Article for a bargaining unit member to draft or review basic legal documents or do legal research, provided the research is done and the documents are prepared during nonscheduled work hours and without the use of the Employer's personnel, equipment, or materials. Assistant Prosecutors shall not make court appearances except for paid or unpaid representation of family members or pro bono representation, unless given the prior written approval of the Prosecuting Attorney.

ARTICLE 29

RECORDS IN PERSONNEL FILES

- A. Where written disciplinary action has been taken, a copy shall become part of the employee's personnel file.
- B. Records of disciplinary actions shall remain in the employee's personnel file. If after two (2) years time there have been no further incidents of a similar nature, the employee may petition the Employer to remove the discipline from the personnel file. The Employer will grant or deny the petition at the Employer's discretion. Approval by the Employer will not be unreasonably withheld.
- C. If there has been a similar incident within the two (2) year period the employee may not petition to have the discipline removed from their file.

ARTICLE 30

COST OF LIVING ALLOWANCE (COLA)

- A. For the term of this Agreement, a cost-of-living-allowance (COLA) of twenty cents (\$.20) per hour will be paid for each credited payroll hour paid.
- B. Payments will be made quarterly, by separate check, no later than thirty-five (35) days following the last day of the previous quarter of a year.
- C. Effective January 1, 2007, cost-of-living-allowance (COLA) will be eliminated and \$.20 per hour will be added to and made a part of the maximum salary of all classifications.

ARTICLE 31

WARRANT AUTHORIZATIONS, ARRAIGNMENTS, OR BOND HEARINGS

ON SATURDAYS, SUNDAYS AND COUNTY DESIGNATED HOLIDAYS

In order to provide Assistant Prosecuting Attorneys for the processing of warrant authorizations, attendance at arraignments, bond hearings or other related activities, as outlined in Administrative Order 1998-1 of Chief Judge, Peter J. Maceroni, on Saturdays, Sundays and County designated Holidays, the following procedure shall apply:

- A. The Prosecuting Attorney or designee, will, at his/her discretion, assign and schedule the number of Assistant Prosecuting Attorneys necessary to meet the need for a particular Saturday, Sunday and/or County designated Holiday.
- B. Holidays will be separated from the regular jail duty rotation. Holidays will be posted and volunteers taken each year prior to the end of the schedule of beeper duty. After one month, the postings will be taken down and management will fill any vacancies for holiday assignments. However, no Assistant Prosecutor shall be required to report to the jail for more than two (2) consecutive days in one week. Further, all Assistant Prosecutors are required to fulfill a holiday jail duty assignment. After each Assistant Prosecutor has fulfilled their holiday duty, the rotation of every Assistant Prosecutor will commence again.

In the event that an Assistant Prosecutor fails to appear for his or her scheduled jail duty, the Assistant scheduled for Primary Beeper Duty that week will be required to report to the jail for authorizations. In the event that the Primary Beeper Duty Assistant Prosecutor is unavailable, the Alternative Beeper Duty Assistant Prosecutor will report to the jail for authorizations.

C. Scheduled Assistant Prosecuting Attorneys will receive no additional compensation for the performance of these duties on Saturdays, Sundays and/or County designated Holidays.

ARTICLE 32

REGULAR AND GRANT FUNDED EMPLOYEES DEFINED

A. A regular full-time employee is one who is hired to fill a full-time, budgeted position and who works a regular schedule of thirty seven and a half (37 1/2) hours per week and is designated to receive benefits.

- B. A regular full-time employee who does not receive pay for an average of thirty (30) hours per week for six (6) consecutive months is no longer a regular full-time employee for all purposes of the Collective Bargaining Agreement, except for the Workers Compensation and Leave of Absence Articles, Administrative Leaves or Disciplinary suspensions.
- C. A grant funded employee is one who is hired to fill a full-time grant funded position and who works a regular schedule of thirty seven and a half (37 1/2) hours per week and is designated to receive benefits.
- D. A grant funded employee who does not receive pay for an average of thirty (30) hours per week for six (6) consecutive months is no longer a grant funded employee for all purposes of the Collective Bargaining Agreement, except for the Workers Compensation and Leave of Absence Articles, Administrative Leaves or Disciplinary suspensions.

ARTICLE 33

SAVINGS CLAUSE

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The Parties shall promptly meet to negotiate a replacement for the invalid provision.

ARTICLE 34

UAW-V-CAP

- A. During the life of this Agreement, the Employer agrees to deduct from the pay of each employee voluntary contributions to the UAW-V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP form in Appendix B; provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW-V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff Contributions to UAW-V-CAP" form.
- B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW-V-CAP" form, together with the provisions of this section of the Agreement.
- C. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form for each employee for whom voluntary contributions UAW-V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" forms which have been properly executed and are in effect.
- D. Deductions shall be made, pursuant to the forms received by the Employer from the employees first union dues period in the first month following receipt of the checkoff authorization form and shall continue until the checkoff authorization is revoked in writing.
- E. The Employer agrees to remit said deductions promptly to the UAW-V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW-V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

- F. The Parties hereby agree that the amount of \$1.00 represents a reasonable estimate of the Employer's cost of administering the voluntary political contributions checkoff program provided for in the agreement over the life of the Agreement. The Parties hereby additionally agree that the Union's obligation to bear the administrative costs of the aforementioned voluntary political checkoff program has been met by the incorporation on estimated figure stated above into the total economic settlement package negotiated in this Agreement.
- G. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 35

WAGE AND INCREMENT SCHEDULE

Appendix C, Wage and Increment Schedule is attached to and is a part of this Agreement.

ARTICLE 36

REIMBURSEMENT ACCOUNT PROGRAM

The Employer shall offer a pre-tax Reimbursement Account Program, as authorized by Section 125 of the Internal Revenue Service Code. The Reimbursement Account Program shall be limited to the Health Care and Dependent Care provisions of the IRS Code. Employees shall have the option of participating in the Health Care and/or Dependent Care program.

ARTICLE 37

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2010.
- B. If either party wishes to terminate or modify this Agreement, said party shall provide written notice to the other party to that effect. Said notice shall be made not later than ninety (90) days prior to the termination date in Paragraph A., above. If neither party gives a notice of termination or modification, or if each party giving notice of termination or modification withdraws said notice prior to the termination date in Paragraph A., above, this Agreement shall continue in full force and effect from year to year thereafter, subject to timely notice of termination or modification by either party in subsequent year(s) of an extended Agreement.
- C. Notice of termination or modification shall be made in writing and shall be sent by Certified Mail. If said notice is made to the Union, it shall be sent to the Region I, U.A.W., 27800 George Merrelli Drive, Warren, MI 48092-2767; if said notice is made to the County, it shall be sent to the Macomb County Director, Human Resources, County Building, 10 N. Main Street, Mount Clemens, Michigan, 48043; address changes shall be made available to the other party, where applicable.
- D. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the Employer.

IN WITNESS WHEREOF, the Board of County Commissioners, by its Director, Human Resources, and the Macomb County Prosecuting Attorney (the Co-Employer), and representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, U.A.W., Unit 46 of Local 412 UAW on behalf of its represented employees, hereby cause this Agreement and Appendices to be executed.

FOR THE UNION:	FOR THE EMPLOYER:
	ERIC A. HERPPICH, Division Direct Human Resources
	ERIC J. SMITH Macomb County Prosecutor
DA	-D:

APPENDIX A

AUTHORIZATION FOR DEDUCTIONS OF DUES and/or SERVICE FEES

Prosecutor's Office do hereby request and author sum of money which the Union may certify as representation service fee. This money is to b month and each month thereafter and is to be provided the service fees, as the representation service fees, as the representation of the service fees.	dersigned, as an employee of the County of Macomb, in the rize the County of Macomb to deduct from my earnings such due and owing from me as membership dues and fees or e deducted once each month from the second pay of the baid to the Financial Secretary/Treasurer of the Local Union intative selected by me and as the exclusive bargaining nit. The foregoing authorization shall continue in full force minated.
	Name
	Social Security Number
	Employee's Signature
	PROSECUTING ATTORNEY'S OFFICE
	Date:

Contributions or gifts to UAW are not deductible as charitable contributions for Federal Income Tax purposes.

APPENDIX B

AUTHORIZATION for ASSIGNMENT and CHECKOFF of CONTRIBUTIONS to UAW-V-CAP

то:				(E	Employer)
I hereby assi of (check one		CAP, from any wa	ges earned or t	to be earned by me as y	our employee, the sum
	\$0.25	\$0.50	\$1.00	Other	
same to UAV	V-V-CAP at sucl		ch manner as m	deduct such amounts fron ay be agreed upon betw	
payments to that I have that UAW-V- connection w	UAW-V-CAP ar he right to refu -CAP will use vith federal, sta	e not conditions of se to sign this aut the money it re ate and local elect	of membership in the horization and deceives to make tions, and that	e signing of this authoriza in the Union or of emplo- contribution to UAW-V-CA ice political contributions monies contributed to U W and the AFL-CIO.	yment with the County AP without any reprisal s and expenditures ir
suggestions,	that I can cont	ribute more or les	s than the guid	to UAW-V-CAP set for elines suggest, and that or my decision not to co	the Union will not favor
Name (print)				Soc. Sec. No	
Address		City		State	Zip
Local		,	De	partment	
Dated		Sigr	nature	partment	
				the UAW. This commit responsible for its activiti	

Contributions or gifts to UAW-V-CAP are not deductible as charitable contributions for Federal Income Tax

purposes.

APPENDIX C

WAGE AND INCREMENT SCHEDULE Effective: January 1, 2008 - January 1, 2010*

CLASSIFICATION	START	0.5 YEAR	7 YEAR	1.5 YEARS	2 YEARS	2.5 YEARS	3 YEARS	3.5 YEARS	4 YEARS	4.5 YEARS	5 YEARS	5.5 YEARS	6 <u>YEARS</u>
PRINCIPAL TRIAL LAWYER	\$73,160.75 \$75,599.44 \$78,038.13 \$80,476.82 \$82,915.52 \$85,354.21 \$87,792.90 \$90,231.59 \$92,670.28 \$95,108.97 \$97,547.67 \$98,523.14	75,599.44 \$	78,038.13 8	\$80,476.82 \$	82,915.52 {	\$85,354.21 \$	87,792.90 \$	\$90,231.59	\$92,670.28 \$	395,108.97 {	\$97,547.67 \$	398,523.14	\$99,508.37
ASSISTANT IV	\$66,755.77 \$68,980.96 \$71,206.15 \$73,431.35 \$75,656.54 \$77,881.73 \$80,106.92 \$82,332.12 \$84,557.31 \$86,782.50 \$89,007.69 \$89,897.77	\$ 96.086,89	71,206.15 \$	\$73,431.35 \$	75,656.54 \$	\$77,881.73	80,106.92	\$82,332.12	\$84,557.31 \$	\$86,782.50 \$	\$ 69.700,68	89,897.77	\$90,796.75
ASSISTANT III	\$63,705.48 \$65,829.00 \$67,952.52 \$70,076.03 \$72,199.55 \$74,323.07 \$76,446.58 \$78,570.10 \$80,693.62 \$82,817.13 \$84,940.65 \$85,790.05	\$65,829.00 \$	67,952.52 \$	\$70,076.03	72,199.55 \$	\$74,323.07 \$	76,446.58	\$78,570.10	\$80,693.62 \$	\$82,817.13	\$84,940.65 \$	385,790.05	\$86,647.96
ASSISTANT II	\$58,208.45 \$60,148.73 \$62,089.01 \$64,029.29 \$65,969.57 \$67,909.85 \$69,850.14 \$71,790.42 \$73,730.70 \$75,670.98 \$77,611.26	60,148.73 \$	62,089.01 \$	\$64,029.29 \$	\$ 5.696.57	\$67,909.85	69,850.14	\$71,790.42	\$73,730.70 \$	375,670.98	377,611.26		
ASSISTANT I	\$53,168.71 \$54,941.00 \$56,713.29 \$58,485.58 \$60,257.87 \$62,030.16 \$63,802.45 \$65,574.74 \$67,347.03 \$69,119.32 \$70,891.61	54,941.00 \$	56,713.29 \$	\$58,485.58 \$	\$60,257.87	\$62,030.16	63,802.45	\$65,574.74	\$67,347.03 \$	\$69,119.32 \$	370,891.61		

^{*} Wage re-opener upon Union request

Community BlueSM 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.

Deductible	\$250 for one member, \$500 for the family	\$500 for one member, \$1,000 for the
Deductible		7 7 7
	per calendar year	family per calendar year
	Note: Deductible waived if service is	Note: Out-of-network deductible
	performed in a PPO physician's office.	amounts also apply toward the
		in-network deductible.
Copays		
Fixed dollar copays	\$25 for office visits and \$100 for emergency room visits	\$100 for emergency room visits
 Percent copays 	20% for general services, waived if service	40% for general services and 50% for
• •	is performed in a PPO physician's office,	mental health care, substance abuse
	and 50% for mental health care, substance	treatment and private duty nursing
	abuse treatment and private duty nursing	a saument and private daty mareing
Copay dollar maximums		
 Fixed dollar copays 	None	None
 Percent copays – excludes mental health 	\$1,000 for one member, \$2,000 for two or	\$3,000 for one member, \$6,000 for two or
care, substance abuse treatment and	more members per calendar year	more members per calendar year
private duty nursing copays	, ,	Note: Out-of-network copays also apply
h		toward the in-network maximum.
Dollar maximums	\$1 million lifetime per covered specified	human organ transplant type and a
	separate \$5 million lifetime per member	for all other covered services and as
	noted for individ	dual 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	Covered – 80% after deductible	Covered – 60% after deductible
	One per calendar ye	ear, 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-netwo	rk
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Out-of-network

Р	hysi	ician	office	serv	ices

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	Covered – \$100 copay, waived if
	admitted or for an accidental injury	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 deliver	y provided by a certified purse midwife

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	Covered – 80% after deductible	Covered – 60% after deductible
Note: Nonemergency services must be rendered in a participating hospital.	Unlimit	ed 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 day	s per calendar year
Hospice care	Covered – 100%	Covered – 100%
	Limited to dollar maximum that is r	eviewed 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	Covered – 100%	Covered – in designated facilities only
facilities only, when coordinated through the BCBSM	Limited to \$1 million lifetime maximum	n per member per transplant type for
Human Organ Transplant Program (800-242-3504)	transplant procedure(s) and related profe	ssional, hospital and pharmacy services
Bone marrow – when coordinated through the	Covered – 80% after deductible	Covered – 60% after deductible
BCBSM Human Organ Transplant Program		
(800-242-3504)		
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	Covered – 50% after deductible
	Unlir	mited days
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 a	nnual, \$30,000 lifetime maximum
Outpatient mental health care		
Facility and clinic	Covered – 50% after deductible	Covered – 50% after deductible
Physician's office	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved	Covered – 50% after deductible	Covered – 50% after deductible
facilities	Up to the state-dollar amount that is adjusted annually	

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 p	er calendar year
Outpatient physical, speech and occupational therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to a combined maximum of 6	0 visits per member per calendar year
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 D- 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	

between

COUNTY OF MACOMB

and

UAW LOCAL 412- ASSISTANT PROSECUTING ATTORNEYS

The County and the Union agree for the years 2009 and 2010, each employee and DROP participant shall be docked six (6) working days without pay per calendar year. For 2009, four (4) of those dock days utilized will be Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. The remaining two (2) dock days shall be requested and scheduled by the employee (in half-day or full-day increments) and will have Department Head approval prior to October 1, 2009.

For 2010, two (2) of those dock days utilized will be Independence Day and Columbus Day. The remaining four (4) dock days shall be requested and scheduled by the employee (in half-day or full-day increments) and will have Department Head approval prior to September 1, 2010.

If an employee fails to schedule the remaining dock days as described above, the balance of dock days will be scheduled and taken at the employer's discretion prior to December 30th of each year. Dock days will not adversely impact an employee's seniority, time off accruals, discipline, holiday pay or health care benefits. The effect, if any, of the dock days on an employee's retirement benefits, will be as defined in the Macomb County Retirement Ordinance.

For the year 2010, upon the Union's request, negotiations regarding this Letter of Agreement for dock days may be reopened.

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

FOR THE UNION:

FOR THE EMPLOYER:

Dated:

between

COUNTY OF MACOMB

and

UAW LOCAL 412-ASSISTANT PROSECUTING ATTORNEYS

The County and the Union agree to ca	ancel Longevity payments for all eligible employees and DROP
participants for the year 2009 and 2010.	
For the year 2010, upon the Union's requ	est, negotiations regarding this Letter of Agreement for Longevity
payments may be reopened.	
This Letter of Agreement will expire on De	cember 31, 2010.
FOR THE UNION:	FOR THE EMPLOYER:
Dated:	

between

COUNTY OF MACOMB

and

UAW LOCAL 412-ASSISTANT PROSECUTING ATTORNEYS

The Parties agree that the Employer will attempt to separate out the Family Continuation Rider in Health Alliance Plan and Blue Care Network for separately paid coverage for those employees eligible for coverage with eligible dependents. The Parties agree that savings from Article 21, Insurance Benefits from employees who have a spouse who is actively employed by the County will be included in any agreed upon, implemented County wide savings. The Parties shall negotiate regarding the value of this modification and the modification of Article 21, Section B1 and C1, on a County-wide basis. Any agreed upon and implemented savings on a County-wide basis will be applied 100% on a County-wide basis with employees in the form of reduced dock days. The level of savings will be subject to negotiations between the Parties. Reductions in dock days will be made only in half day increments and the savings must reach the level of half of the value of one (1) dock day on a County-wide basis before such reductions in dock days will occur. Holiday dock time shall be restored first.

FOR THE UNION:	FOR THE EMPLOYER:
	_
	_
Dated:	

between

COUNTY OF MACOMB

and

UAW LOCAL 412-ASSISTANT PROSECUTING ATTORNEYS

Any employee laid off after December 15, 2008 and/or during the period of this contract will be eligible for employer-paid COBRA insurance coverage for the first two full months following the effective date of their layoff. This excludes any employee who elects retirement instead of layoff. The employee will be given the option of continuing COBRA coverage at their own expense at the termination of the two months of employer-paid COBRA coverage.

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.

FOR THE UNION:		FOR THE EMPLOYER:	
	<u> </u>		
Date	d:		

between

COUNTY OF MACOMB

and

UAW LOCAL 412-ASSISTANT PROSECUTING ATTORNEYS

The County and the Union agree to initiate a Request For Proposal (RFP) for medical, dental and optical insurance as authorized by the Full Board on September 25, 2008. Union Representatives will have the opportunity to have input and make suggestions during the preparation of the RFP. All final decisions regarding the content of the RFP rest with the Employer. All information received during the process will be shared with Union Representatives.

If savings in health care costs can be achieved through the RFP process, the County and the Union may agree to a negotiations reopener regarding health insurance benefits in 2010.

All negotiated health care savings from RFP to be equally shared. The amount of savings will be determined by the Union and the Employer.

FOR THE UNION:	FOR THE EMPLOYER:
	_
Dated	

LETTER OF UNDERSTANDING

between

U.A.W. Representing Assistant Prosecuting Attorneys

and

COUNTY OF MACOMB

and

MACOMB COUNTY PROSECUTING ATTORNEY

It is hereby agreed and understood by and between the U.A.W. (Union) and the County of Macomb and Macomb County Prosecutor (co-employers) that certain positions in the Prosecutor's Office will be funded and created by the use of Federal and/or State grants. It is understood and agreed between the Parties hereto that, upon the termination of the funding for any grants in the Macomb County Prosecutor's Office, the positions funded thereby will no longer exist and the person(s) who were initially hired to occupy said position(s) of employment with the County of Macomb shall terminate upon funding for the grant ceasing.

It is further understood and agreed between the Parties that if an Assistant Prosecutor left a regularly funded County classification to accept a grant position of equal or higher classification, and for whatever reason that Assistant Prosecutor leaves the grant position, he/she shall as a matter of right be reinstated to no lower than the regularly funded classification he/she formerly held.

It is further understood and agreed between the Parties that if an Assistant Prosecutor left a grant funded position to accept another grant position of equal or higher classification, and for whatever reason that Assistant Prosecutor leaves this later grant position, he/she shall as a matter of right be reinstated to the grant funded classification and position he/she formerly held. For the purpose of this paragraph any grant or series of grants under the Federal Anti Drug Abuse Act shall be considered one grant.

FOR THE UNION:		FOR THE COUNTY OF MACOMB:
		Macomb County Prosecutor
		Human Resources Director
	Dated:	

Dear:
The position of, to which you will be appointed, is available by virtue of a grant which will expire By accepting this position you are agreeing that if the grant is not continued or funding of your position should cease at any time, your employment with the County will cease.
Very truly yours,
Eric J. Smith Prosecuting Attorney Macomb County, Michigan
I accept employment in the Prosecuting Attorney's Office on the condition stated above.
Employee
Date

I,an Assistant because of the award of a grant to the Attorney will be changed fromupon the expiration of the grant and/or to than my former classification.	County of Macomb, my classif	I understand that
I accept the change in classification under	the terms and conditions above	e stated.
Employee		
Date		

LETTER OF UNDERSTANDING

between

COUNTY OF MACOMB

and

ASSISTANT PROSECUTING ATTORNEY'S represented by the U.A.W.

RE: City of Detroit Income Taxes

The County agrees to allow members who reside in the City of Detroit to opt to have their city income taxes withheld by a payroll deduction.

FOR THE UNION:	FOR THE EMPLOYER:
D	ated:

LETTER OF UNDERSTANDING

between

THE COUNTY OF MACOMB

and

UAW LOCAL 412-Unit 95

The County and the Union agree that the Union will designate one (1) employee, and one (1) alternate, to serve as a UAW Liaison and to attend Board of Commissioner Meetings, during normal hours of operation, including but not limited to Budget Committee, Finance Committee, Personnel Committee, Full Board meetings, Retirement Commission meetings and any other meeting as deemed relevant. The Liaison will notify his/her immediate supervisor prior to attending any such meetings. The parties agree that any question regarding meeting relevancy shall be discussed and decided upon between the representatives of the International Union, UAW and the Human Resources Department of Macomb County.

	
Dated	

MEMORANDUM OF UNDERSTANDING REGARDING DEFERRED RETIREMENT OPTION PLAN FOR MEMBERS OF UAW, LOCAL 412, UNIT 46 REPRESENTING ASSISTANT PROSECUTING ATTORNEYS

A. Background: The UAW-APA's is a labor organization representing some employees of Macomb County. The union has bargained with the Macomb County Board of Commissioners and entered into a labor agreement whose term commenced January 1, 2005 and ends December 31, 2007. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the UAW-APA's. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on August 17, 2006), effective September 1, 2006, an employee of Macomb County who is a member of the UAW-APA's, 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 UAW-APA's 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. <u>Eligibility:</u> (Expressly contingent upon ratification by the Full Board of Commissioners on August 17, 2006), effective September 1, 2006, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the UAW-APA's 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. <u>Participation:</u> The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.
- D. <u>DROP Payment:</u> 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 UAW-APA's and the County of Macomb, employees who are represented by the UAW-APA's 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 August 17, 2006) September 1, 2006.

- F. <u>DROP Benefit</u>: 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 shall be irrevocable.
- G. <u>Annuity Withdrawal:</u> 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. <u>DROP Accounts:</u> 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. <u>Contributions:</u> 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. <u>Death During DROP Participation:</u> 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. <u>Disability During DROP Participation</u>: In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of Macomb County, 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. <u>Internal Revenue Code Compliance</u>: 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. <u>Annual Leave, Sick Leave and Other Fringe Benefits:</u> 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 UAW-APA's and the County of Macomb.

P. <u>Voting Rights and Retirement Commission Members:</u> 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 UNION:	FOR THE COUNTY:
	- -
	-
	-
Date	ed:

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 UAW, Local 412, Unit 46, representing Assistant Prosecuting Attorneys 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.

FOR THE UNION:	FOR THE COUNTY:
	-
	-
	-
	-
Dated:	

INDEX

PAGE(s)	<u>TOPIC</u>
1 11-13 28 Attached Attached	Agreement Annual Leave (Vacation) Annuity Withdrawal Appendix A, Authorization For Deduction Of Dues And/Or Service Fees Appendix B, Authorization For Assignment And Checkoff Of Contributions To UAW-V-CAP
Attached Attached 5	Appendix C, Salary And Increment Schedule Appendix D – Insurance Benefits Plan Designs Arbitration
6 32 15	Back Wages, Computation Of Bar Association Dues Bereavement Leave
33	Cost Of Living Allowance (COLA)
2-3 25 1	Deduction Of Union Dues And/Or Service Fees Dental Insurance Discrimination
33-34 33-34	Employee Grant Regular
6-8 4-6	Grievance Procedure For Disciplinary Action Grievance Procedure For Non-Disciplinary Action
25 25 20-21 22 23-25	Health Maintenance Organization Active Employees Retirees Holiday Benefits Hospital-Medical Insurance Active Employees Retirees
32 21-26	Inclement Weather Policy Insurance Benefits
10 31	Job Opening Jury Duty
10-11 17-20 Attached Attached Attached Attached Attached	Layoff Leave Of Absence Letter of Agreement Re: Dock Days Letter of Agreement Re: Family Continuation Rider Letter of Agreement Re: Pay for Laid Off Employee Benefits Letter of Agreement Re: RFP for Medical, Dental and Optical Insurance Letter of Agreement Re: Suspend Longevity Payment

Attached Attached 3 26 21-22 22 26 29-31	Letter of Understanding: City of Detroit Income Taxes Letter Of Understanding: Grant Funded Employees Letter Of Understanding: UAW Liaison Liability, Employer's Limits Liability Insurance Life Insurance Active Employees Retirees Long Term Disability Longevity
2 31 28	Management Rights Mileage Military Service Credits, Purchase Of
20	Notice of Military Service
25-26	Optical Program
13 28 32 9 10 1	Personal Business Day Pop Up Option Private Practice Of Law, Restrictions On Probationary Period Promotions Purpose And Intent
11 1 35 2 26-29	Recall Recognition Reimbursement Account Program Representation Retirement System
34 8-9 9 9 26 13-14 14-15 3 1	Savings Clause Seniority Seniority List Seniority, Loss Of Short Term Disability Sick Leave Sick Leave, Accumulated Payoff Special Conferences Strikes Prohibited Sunday/Holiday Duty, Compensatory Time For Assigned
35	Termination Or Modification
34-35 2 2-3	UAW-V-CAP Unit Chairperson Union Dues And/Or Service Fees, Deduction Of
11-13	Vacation (Annual Leave)
16-17	Worker's Compensation Disability