

AGREEMENT

between

COUNTY OF MACOMB

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) - JUVENILE JUSTICE CENTER

January 1, 2011  
through  
December 31, 2011

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## AGREEMENT

This Agreement entered into on the fourteenth day of January 2011, between the County of Macomb, hereinafter collectively referred to as the Employer, and The Police Officer Association of Michigan (P.O.A.M.), hereinafter referred to as the Union, on behalf of employees set forth in Article 1, Recognition.

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual 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 does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for the term of this Agreement for the classifications of Cook I, Coordinator of Security, Delinquent Section Aide, Substitute Youth Specialist and Youth Specialist, excluding all other employees of the Juvenile Justice Center. It is agreed and understood that the County of Macomb does not, by entering into this Agreement, purport to assume control or exercise jurisdiction in those areas where statutory and constitutional powers have been exclusively vested in County or State elected and/or appointed officials.

### ARTICLE 2

#### NON-DISCRIMINATION

The provisions of the Agreement shall apply to all employees regardless of age, race, color, sex, national origin, or creed, union affiliation or political affiliation.

### ARTICLE 3

#### 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 service fee to the Union 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 service fee 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 service fee to the Union for the duration of this Agreement, commencing the thirtieth (30<sup>th</sup>) day following the beginning of their employment in the Unit.
- D. Upon written notice by the Union to the Employer of the failure of an employee to tender the periodic dues or service fees, uniformly required by the Union, the Employer shall send notice to said employee of its intent to discharge him/her and the reason thereof. Upon subsequent failure of the employee to tender said dues or service fees within five (5) days of receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within the five (5) days of receiving notice of intent to discharge as referred to above, such discharge shall be rescinded.
- E. Failure of employees covered by this Agreement to comply with the provisions of this Article, shall cause the Employer to terminate said employee's employment. The Union shall be required to make a written request for termination under this provision and shall include justification for its implementation.
- F. The Unit Chairperson will be notified of new hires and employees transferring into the bargaining unit on a monthly basis and provided an opportunity for orientation.

#### ARTICLE 4

#### SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not effect the remaining portions of this Agreement. Should a provision(s) be declared invalid, the Union and the County may agree on a replacement for the affected provision(s).

#### ARTICLE 5

#### CHECKOFF AND REMITTANCE OF DUES AND FEES

- A. Upon written authorization from each employee, the Employer shall deduct from the wages of each, 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 Treasurer of the Union of the amounts to be deducted. Such deduction under all properly executed authorizations shall become effective at the time application is signed by the employee.
- B. 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.
- C. 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. The Employer shall remit to the Union all Union dues or fees collected, with a list of the name and amount of dues deducted for each employee, pursuant to Article 3, Union Security.
- D. 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.

- E. The Union will, 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 Article 3, Union Security, and this Article 5, Checkoff and Remittance of Dues and Fees.

## ARTICLE 6

### REPRESENTATION

- A. The Union shall notify the Employer in writing of the name(s) of the Officers and Stewards representing the bargaining unit as soon as possible before the effective date of the change.
- B. The Union will have a Unit Chairperson, Vice Chairperson, Secretary/Treasurer and one (1) Steward on each of the three (3) shifts.
- C. Stewards shall be permitted a maximum of one (1) hour per day, on site and during their working hours, without loss of time or pay, for the purpose of investigating and presenting grievances to the Employer. A greater period of time, or if a Steward needs to be off-site for the purposes of this Article, may be permitted with prior authorization from the Department Head.
- D. The Stewards shall be permitted to accumulate the one (1) hour per day, from section C. above, up to five (5) hours of union release time per week to attend union related trainings/seminars, as permitted with a seven day minimum advance notice to and approval from the Department Head.
- E. The Unit Chairperson shall be permitted a maximum of two (2) hours per day during working hours at a time as agreed upon by the Employer and Union, without loss of time or pay, for the purpose of conducting labor relations related union business to include, but not limited to, investigating grievances referred to the Unit Chairperson. A greater period of time may be permitted with prior authorization from the Department Head.
- F. The Unit Chairperson shall be permitted to accumulate the two (2) hours per day, from section E. above, up to ten (10) hours of union release time per week to attend union related trainings/seminars, as permitted with a seven day minimum advance notice to and approval from the Department Head.
- G. The Vice Chairperson shall be permitted up to one (1) hour per week to attend union meetings that occur during his/her working hours without loss of time or pay, as permitted with a seven day minimum advance notice to and approval from the Department Head. A greater period of time may be permitted with prior authorization from the Department Head.
- H. In the event of an absence of the Unit Chairperson lasting more than five (5) calendar days, the Vice Chairperson shall be permitted the same Union release time that is normally afforded to the Unit Chairperson when he/she is not absent. The Unit Chairperson shall notify the Director, Human Resources and the Department Head in writing that the Vice Chairperson is to assume the duties of the Unit Chairperson during his/her absence.
- I. Bargaining Committee:
  - 1. The Bargaining Committee shall consist of no more than three (3) members plus the POAM Business Agent.
  - 2. The Bargaining Committee shall be released from regular duty and compensated for all time spent negotiating during the member's regular work schedule.

## ARTICLE 7

### STRIKES AND LOCKOUTS PROHIBITED

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

The Employer agrees that it shall not lock out its employees.

## ARTICLE 8

### MANAGEMENT RIGHTS

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

## ARTICLE 9

### SPECIAL CONFERENCES

- A. Special Conferences mutually agreed upon will be arranged between the Unit Chairperson and the Human Resources Director, or designated representative, for purposes of discussion of important matters. Such meetings shall be between up to three (3) representatives of the Employer and up to three (3) representatives of the Union, unless the Parties mutually agree to include additional persons.
- B. Arrangements for such Special Conferences shall be made in advance, in writing, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the Agenda.
- C. The members of the Union shall not lose pay for time spent in such Special Conferences.



## ARTICLE 10

### WAGE RATES FOR NEW CLASSIFICATIONS

When a new classification is established by the Macomb County Board of Commissioners that is to be placed in the bargaining unit, the Employer shall place the new classification in the Wage Schedule that is found in Appendix A of this Agreement. If the Union does not agree with the Wage Schedule that was assigned by the Employer, the Union may submit the assignment of the Wage Schedule to the Grievance Procedure at the Third Step.

## ARTICLE 11

### TEMPORARY ASSIGNMENT

A regular employee temporarily assigned to a higher job classification for a period in excess of five (5) consecutive working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. The employee temporarily assigned shall be eligible for increments every six (6) months, for as long as the employee is temporarily assigned, until the maximum salary for the temporary assignment is reached. Payment for such temporary assignment must be authorized in writing by the Department Head and approved by the Director, Human Resources before salary adjustment is made.

The procedure set forth in Article 20, Wage and Increment Schedule, shall be utilized to approve or disapprove increments pursuant to this provision.

## ARTICLE 12

### PROBATIONARY PERIOD

- A. Probationary Period For New Employees: At the time of the commencement of employment with the Employer, all employees, hired after May 1, 2009 shall be required to successfully complete a probationary period; the length of said probationary period shall be 220 working days actually worked. During the probationary period of a new employee, he/she may be terminated at any time without the right of appeal or a statement of cause.
- B. Probationary Period For Promotions, Reclassifications And Transfers: Employees promoted, transferred or reclassified shall serve a probationary period of eighty (80) working days actually worked. Employees promoted, reclassified or transferred shall have the opportunity to return to their prior classification for the first thirty (30) working days actually worked of the probationary period. During the probationary period of an employee who has had a change in classification, promotion or transfer, the employee may be returned to his/her former classification at any time without the right of appeal or statement of cause. Such decision shall be within the sole discretion of the Employer.

## ARTICLE 13

### EMPLOYEE DEFINED

- A. Regular Full-Time Employee: A "Regular Full-Time Employee" is an individual who is employed to fill a full-time budgeted position which is identified in Article 1, "Recognition" and who is regularly scheduled to work at least thirty (30) hours per week for six (6) consecutive months. Such status as a regular full-time employee shall continue only so long as the foregoing standard in this Paragraph A. is complied with. Regular full-time employees are entitled to benefits as specifically outlined elsewhere in this Labor Agreement.

- 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 Worker's Compensation and Leave of Absence Articles.
- C. Regular Part-Time Employee: A "Regular Part-Time Employee" is an individual who is employed to fill a part-time budgeted position which is identified in Article 1, "Recognition" and who is regularly scheduled to work less than thirty (30) hours per week for six (6) consecutive months. Such status as a regular part-time employee shall continue only so long as the foregoing standard in this Paragraph B. is complied with. Regular part-time employees may be entitled to only those specific benefits as identified in this Labor Agreement.

#### ARTICLE 14

##### BREAK SCHEDULE

Eight (8) hour employees receive two 20 minute breaks, paid. One 20 minute break should be in the first half of the shift and the second in the second half of the day. The break area shall be at the discretion of the employer as long as that area is isolated from the resident population.

If a break is not offered due to a management decision or man power shortage, the employee shall receive compensatory time for the missed break. If an employee declines to take their break when offered, no compensatory time shall be given to the employee.

#### ARTICLE 15

##### JOB POSTINGS

- A. For informational purposes only, the Employer will post all openings that are to be filled, on the Departmental Bulletin Board. Postings shall be made for ten (10) working days. Posting periods may be shortened or eliminated by agreement of the Parties.
- B. At the same time that the departmental posting is made, the Employer shall provide copies of the posting to the Unit Chairperson for all Union Bulletin Boards. The posting will include the following information: The job classification, department, salary range, hours, starting time, qualifications and any testing requirements.
- C. Any employee for which an opening would provide a promotion or lateral transfer, will be given consideration provided such an employee properly indicates his/her interest in the position by submitting an Application for Internal Candidates to the Human Resources Department before the close of the posting period. The employee must have a current passing score on any test required for the position before applying for the position.
- D. If necessary, a temporary appointment may be made by the Department head, but without prejudice to employees seeking the job. The Department head may, in the exercise of his/her discretion, consider the seniority of the employees available for temporary appointment.

#### ARTICLE 16

##### INFORMATIONAL POSTING OF SHIFT OPENINGS

The Employer will post, for five working days, an informational notice that an opening exists on a particular shift from a retirement, resignation or termination. Employees will have the right to notify the Employer in writing of their interest in the opening.

Selection of employees for a shift vacated by a retirement, resignation or termination shall be given to the highest seniority employee that applied. Management may exclude those employees with a suspension in his/her personnel file. Future reassignments shall be made at the sole discretion and determination of the Employer based on the operational needs of the Facility. Such selections by the Director shall be subject to the Grievance Procedure.

If there is no interest expressed by any employees for the shift opening and the position will be filled with current employees, then the opening shall be filled at the Director's discretion from employees in the bottom 75% of the seniority list. Such selections by the Director shall not be subject to the Grievance Procedure.

## ARTICLE 17

### PROMOTIONS

A promotion is the movement of an employee to a higher paid position. Promotions shall be based upon qualifications for the higher paid position, as those qualifications are determined by the Employer. All eligible employees who meet the minimum qualifications of the position will be considered by interview. If the Employer determines the qualifications are equal, full-time departmental seniority shall then be given consideration. If the Employee is a part-time Employee and the Employer determines the qualifications are equal, the number of hours worked in the classification shall then be given consideration.

Eligibility for the next increment adjustment, if any, will be attained after working thirteen (13) continuous, complete pay periods after the promotion takes effect.

## ARTICLE 18

### DISCIPLINE AND DISCHARGE

#### A. Discipline:

1. Should circumstances warrant, an employee may be disciplined for just cause. Disciplinary actions or measures may include, but are not limited to, the following: oral reprimand, written reprimand, suspension or discharge.
2. Employees in the bargaining unit shall be entitled to their right to representation at an interview or meeting that the employee reasonably believes could result in disciplinary action or discharge.
3. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure or through the special conference provisions as provided for in this Agreement.
4. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
5. Records of disciplinary actions shall remain in the employee's personnel file for a period of two (2) years, unless, prior to the end of said two (2) year period, the employee is disciplined for a similar incident. In such case, the records of both disciplinary actions shall be maintained in the employee's personnel file for an additional two (2) years, or a total of four (4) years for each incident based upon the date of occurrence.

B. Suspension And Discharge:

1. If the Employer feels there is just cause for suspension or discharge, the employee and his/her steward will be notified in writing that the employee has been so disciplined. Such notification shall contain the charge(s) against the employee.
2. The Union shall have the sole right to take a suspension and/or discharge as a grievance at the 3rd Step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.

ARTICLE 19

GRIEVANCE PROCEDURE

The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes, including but not limited to dismissals, suspensions, demotions and other disciplinary actions of any type that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after the occurrence of the alleged event causing the grievance in the following manner:

Step 1:

The employee must first discuss the specific grievance with his/her immediate Supervisor. A Steward, Unit Chairperson or Vice Chairperson shall be present at this meeting; otherwise, the complaint shall not be considered a formal grievance, as outlined in this Article. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.

Step 2:

If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward, Unit Chairperson or Vice Chairperson with the employee's Department Head within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, position and department of the grievant, a clear and concise statement of the grievance, the relief sought, the date the incident or violation took place, the specific section(s) of the Agreement, if any, alleged to have been violated, the signature of the Steward, Unit Chairperson or Vice Chairperson and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.

A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head shall give a written answer to the Steward or Union Chairperson.

Step 3:

If the grievance is not settled at Step 2, such grievance may be submitted by the Steward, Unit Chairperson or Vice Chairperson to the Director, Human Resources or their designee, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Unit Chairperson or Steward.

The Unit Chairperson or designee must make a request in writing to conduct a Step 3 grievance meeting. A Grievance Committee, composed of the Unit Chairperson, the Steward, the Director, Human Resources or their designee and the Department Head or their designee shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Unit Chairperson's written request. A business agent from the POAM may be present at the Step 3 meeting. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

The decision of the Director, Human Resources or designee shall be given in writing to the Unit Chairperson within ten (10) days of the completion of the Step 3 meeting.

Step 4:

Any unresolved grievance, having been processed through Step 3 of the Grievance Procedure, may, within twenty (20) days from the Step 3 answer, be submitted to Arbitration by the Association in accordance with this Article. Arbitration shall be invoked by written notice to the County of a Demand to Arbitrate. Upon receipt of a "Demand to Arbitrate", the County and the Association shall attempt to mutually select an Arbitrator. In the event that the parties cannot agree upon an Arbitrator to hear the unresolved grievance within ten (10) days of the "Demand for Arbitration", they shall request the Federal Mediation and Conciliation Service to provide a list of impartial arbitrators in accordance with its applicable rules and regulations.

- A. All arbitration hearings shall be governed by the rules of the Federal Mediation and Conciliation Service, to the extent that those rules are not inconsistent with this Agreement.
- B. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
- C. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment, except for grievances arising out of Article 10, Wage Rates For New Classifications.
- D. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an answer or recommendation on the merits of the grievance.
- E. To the extent that the laws of the State of Michigan permit, it is agreed that any 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.
- F. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
- G. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.

- H. The parties will bear their own expenses individually. The fees and approved expenses of the arbitrator shall be paid by the Party who does not prevail in the case as determined by the arbitrator. The arbitrator in his/her award shall designate the losing Party. In cases where there is no clear loser, the arbitrator shall so designate and the fees and expenses of the arbitrator shall be paid equally by the Parties. Neither party shall be responsible for the expense of witnesses called by the other.

GENERAL CONDITIONS:

- A. Withdrawal Of Grievances: A grievance may be withdrawn and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within twenty (20) days from the date of withdrawal, the grievance shall not be reinstated.
- B. Computation Of Back Wages: All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation received for employment obtained subsequent to removal from the payroll of the Employer.
- C. Time Of Appeals: Any grievance not appealed within the time specified in the particular step of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union may appeal the grievance to the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.
- D. Legal Rights: Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.
- E. Time Limits: Time limits may be extended or shortened by mutual written consent of the Parties.
- F. Days Defined: All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.
- G. Access to Records: Records, reports and other information pertaining to a grievance which are requested by the Union shall be made available for inspection and copying by the Union, provided the proper representative of the Union makes a request for the specific document referenced above and, if applicable, the affected employee has authorized, in writing, the release of said information.

ARTICLE 20

WAGE AND INCREMENT SCHEDULE

- A. Bargaining Unit Wage and Increment Schedules are attached in Appendix A of this Agreement.
- B. INCREMENTS: After employment commences, an employee will be eligible to receive one (1) normal wage increment after each thirteen (13) biweekly pay periods of continuous employment until the employee reaches the maximum of his/her wage range. Such increments are found in Appendix A. All increments are to be approved or disapproved by the respective Department Head. If the increment has been disapproved, the employee and the Human Resources Director shall be notified in writing by the Department Head of the reason(s) for such disapproval.

## ARTICLE 21

### SHIFT PREMIUM

Shift premium shall be paid only to employees in the classification of Youth Specialist. Shift premium shall be paid according to the following provisions and terms:

- A. Work performed between 11:00 p.m. and 7:00 a.m. shall be paid a premium of fifteen (\$.15) cents per hour.
- B. Work performed between 3:00 p.m. and 11:00 p.m. shall be paid a premium of twenty (\$.20) cents per hour.

## ARTICLE 22

### OVERTIME/CALL-IN

- A. Call-In: An employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one-half (1 1/2) and such employee shall perform a minimum of four (4) hours work within his/her classification.

Any authorized paid leave, except sick leave, shall be considered as work time for purposes of this Article. Provided, however, nothing in this provision shall affect the overtime pay of any employee who actually works more than eight (8) consecutive hours.

- B. Overtime Pay: Overtime work scheduled and authorized by the Department Head shall be paid at the rate of time and one-half (1 1/2) for all work in excess of eight (8) hours per day or 40 hours per week.
  - 1. Regular employees shall be called for overtime work in the event that no substitute employee is available, at the straight time rate, to replace the employee regularly scheduled for that shift.
  - 2. Inability to contact an employee will result in continued eligibility and will not be logged as credit.
- C. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.
- D. Overtime Notification and Assignment Procedure:

- 1. Definition and Procedure:

- a. Scheduled: a need to fill a vacancy on an overtime basis which is known to the employer more than three (3) hours before the time at which the vacancy is created. Youth Specialists can indicate a willingness to work scheduled overtime by date and shift on the Overtime Calendar. The JJC will first offer scheduled overtime, using the Overtime Calendar, to the worker with the least amount of overtime worked year to date. If no employee is available on the calendar, any employee may be offered the scheduled overtime hours. Acceptance or refusal to work scheduled or emergency overtime will be logged as credit for the number of hours offered.
- b. Emergency: a need to fill a vacancy on an overtime basis which is not known to the employer at least three (3) hours prior to the time at which the vacancy is created.

The employer may take whatever steps are ultimately necessary to cover such overtime. Generally, the overtime will first be offered to employees working the previous shift.

c. Forced: a need to fill a vacancy on an overtime basis which remains after the Employer has attempted to fill the vacancy on a voluntary basis, requiring the assignment of mandatory overtime.

(1) The overtime will be assigned to the employee working the previous shift who has least recently been forced to work overtime.

(2) Substitute employees may not be forced to work overtime.

E. General Conditions:

1. Employees will not work more than sixteen (16) consecutive hours.
2. In case of an emergency an employee may be required to work beyond his/her regular shift.
3. The Employer will attempt to notify the employee but is not required to make repeated efforts to contact an employee for specific overtime.
4. An employee must inform the Employer when an employee is unable to work overtime in the same manner he/she would inform the Employer when unable to work a regularly scheduled shift. Disciplinary action may result when an employee fails to work assigned overtime.
5. The above method of assignment of overtime in no way changes, diminishes or modifies the Employer's right to manage its work force.

ARTICLE 23

ANNUAL LEAVE (VACATION)

A. Regular employees, as defined in Article 13, Employee Defined, of this Agreement, except for participants in the Deferred Retirement Option Program, shall be entitled to earn Annual Leave (Vacation) time according to the following schedule:

<u>YEARS OF CONSECUTIVE SERVICE COMPLETED:</u>	<u>DAYS EARNED PER BI-WEEKLY PERIOD:</u>	<u>UP TO AN ANNUAL MAXIMUM 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 cannot be used by an employee until he/she has been on the payroll for thirteen (13) completed continuous pay periods.
- D. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued annual leave at the rate of pay said employee received at the time of termination.
- E. County of Macomb employees who have been in the Armed Services of the United States under military duty from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military duty, be given an Annual Leave Bank at the rate of one (1) day for each month or part thereof spent in the Armed Service. Such Annual Leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- F. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval. Seniority will prevail for purposes of scheduling and approving annual leave.
- G. Annual Leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- H. ANNUAL LEAVE FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B., and D. of Article 23, above, and shall receive annual leave in the following manner:
  1. DROP participants shall receive, on January 1<sup>st</sup> of each year of DROP participation, a number of hours of annual leave equal to the number of hours annual leave accumulated in the calendar year immediately preceding the commencement of DROP participation.
  2. Employees whose DROP participation begins at a time of year other than January 1<sup>st</sup>, shall receive a pro-rata share of annual leave for the balance of the calendar year computed in the same manner as paragraph K.1., above.
  3. Annual Leave not utilized by an employee by December 31<sup>st</sup> of a calendar year shall be forfeited.
  4. There shall be no compensation for annual leave time remaining in an employee's annual leave bank upon separation from employment.
  5. DROP participants who utilize annual leave in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all annual leave time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability
- I. Requesting Annual Leave (Vacation):
  1. The Employer shall make available annual leave schedules and request employees to turn in their annual leave preferences by April 1<sup>st</sup> of each year during the term of the Agreement, and annual leaves shall be scheduled in accordance with seniority on each shift, with the most senior employee on each shift having the first preference on annual leaves, all in keeping with the needs of the Department and shift staffing requirements.

- A. All requests must be submitted in writing before April 1<sup>st</sup> to be considered.
- B. Primary Annual Leave Requests will receive first consideration.

A primary annual leave is an annual leave of five (5) or more days being deducted from the annual leave bank and/or holiday bank.

- C. Only after all annual leave requests for five (5) or more days have been considered on a shift shall requests for four (4) or less days be considered.

These requests shall also be considered on the basis of seniority by shift, all in keeping with the needs of the department and shift staff requirements and also the availability of time slots, noting that primary annual leave requests have priority over four (4) days or less.

- 2. Requests for annual leave time received after April 1<sup>st</sup> of each year shall be honored in the order received, subject to availability of requested dates, as determined by the Department staffing needs, without regard to seniority. The annual leave schedule, as prepared in conformance with this Section, shall be made available for examination, as soon after April 1<sup>st</sup> as possible, and in no case later than May 1, and shall be updated on a continual basis.

ARTICLE 24

HOLIDAY BENEFITS

- A. Employees shall be entitled to holiday pay for the following designated holidays:

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

An employee must work one (1) year before becoming eligible to use Floating Holiday.

- B. Holiday Benefits

- 1. Full-time employees, who qualify, who do not actually work on a scheduled Holiday shall be compensated by receiving eight (8) hours of straight time pay, in the payroll period that the Holiday occurs.
- 2. All full-time and regular part-time employees who actually work on an identified Holiday will be paid, in addition to the Holiday Pay described in B.1. above, one and one-half times (1 1/2x) their regular rate for all hours actually worked on the scheduled date of the Holiday, in the pay period the Holiday is actually worked.
- 3. Regular full-time employees may at the employee's discretion elect compensatory time (C.T.) at straight time, in lieu of 1 1/2 x payment, for all full 8 hour shifts worked on a Holiday, provided, the employee must utilize the 8 hours of compensatory time within the succeeding twelve (12) months. An employee may convert existing compensatory time to a cash payment on two occasions during the calendar year. Requests may be submitted on or before March 1<sup>st</sup> and September 1<sup>st</sup> of each year.

4. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused with pay for the entire day from work. Failure to receive pay and approval by not calling in or properly notifying the Employer regarding an absence on the scheduled day before and/or the scheduled day after a holiday and/or the holiday, if scheduled, shall result in the denial of holiday pay. Excuse shall be by medical certificate and/or Department Head approval. In order for an employee to avoid loss of pay, said employee, shall provide a medical certificate within five (5) working days. This provision shall not apply to employees on an approved leave of absence.

## ARTICLE 25

### SICK LEAVE

- A. Every regular employee, as defined in Article 13, Employee Defined, except for participants in the Deferred Retirement Option Program, shall be entitled to sick leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (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 eighty (180) work days.

For accumulated sick leave payoff purposes, as provided in Article 26, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred twenty-five (125) work days.

- C. An employee may utilize earned sick leave allowance for absences:

1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding fifteen (15) sick leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
4. To report to the Veterans' Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
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 mutual agreement. Personal business days must be used within the calendar year earned.

- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.

- E. The employee may be required to produce evidence, in the form of a medical certificate, of the adequacy of the reason for absence during the time for which sick leave is granted.

- F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick leave shall not accrue during a Leave of Absence Without Pay; 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 non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use sick leave until the completion of six (6) two (2) week periods of continuous service as a regular employee, except in cases of injury incurred in the line of duty.
- J. 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.
- K. Employees participating in the DROP Program shall not be subject to Article 25, Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
  1. DROP participants shall be provided with six (6) days of Sick Leave on January 1<sup>st</sup> of each year the employee participates in the DROP program.
  2. Employees who begin DROP participation at a time other than January 1<sup>st</sup>, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.
  3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph K.1., employees may utilize that Sick Leave, accrued pursuant to Sections, 25.A. and 25.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 26, 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 K.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
  5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

## ARTICLE 26

### ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: A regular employee, as defined in Article 13, Employee Defined, 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. Deferred Retirement: A regular employee, as defined in Article 13, Employee Defined, 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. Payoff When There is No Retirement:
1. A regular employee, as defined in Article 13, Employee Defined, 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 a regular employee, as defined in Article 13, Employee Defined, 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. DROP Participants: At the conclusion of the employee's participation in the DROP Program, there shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

## ARTICLE 27

### 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 employee, as defined in Article 13, Employee Defined, of this Agreement, 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, brother, sister and grandchildren.
- B. A regular employee, as defined in Article 13, Employee Defined, of this Agreement, will be granted one (1) day off with pay 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 employee, as defined in Article 13, Employee Defined, of this Agreement, 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.

## ARTICLE 28

### 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. An employee working second shift, whose schedule has not been adjusted, shall be released from the shift scheduled for the same date as the scheduled jury duty. An employee working third shift, whose schedule has not been adjusted, shall normally be released from the shift scheduled on the date prior to the scheduled jury duty, except, with approval of the Department, an employee may be released from the scheduled shift on the date after the scheduled jury duty.

Should any employee be released from jury duty prior to the end of that shift, the employee shall, when practicable, 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 pay to the Employer an amount equal to any payment received as a result of jury duty service. 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 29

### WORKER'S COMPENSATION

Employees assigned to the Juvenile Justice Center shall receive hazardous duty disability compensation. Disability compensation for these employees shall be provided under the following conditions:

- A. An employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the Employer, which bodily injury totally incapacitates such employee from performing any available employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:
1. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
  2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
  3. Compensation received by an employee who has incurred bodily injury which is compensable under the Worker's Compensation provisions of this Agreement, and which injury is incurred as a result of a direct physical altercation by a juvenile who is a Ward or potential Ward of the Court, or by the parent or guardian of same, and which injury arises out of and in the course of actual performance of duty, and which bodily injury totally incapacitates such employee from performing any available County employment. Included in this provision will be an employee who has come to the aid of the above mentioned employee who is involved in the physical altercation.

4. Any employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury with his/her Department Head on the day such injury occurs or, if physically unable to do so because of the nature of such injury, then a physician's report in writing relating to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the County of Macomb.
5. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
6. 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.
7. The Employer 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 13, Employee 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.
8. 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.
9. Disability compensation shall be made to an employee in the following manner and upon the following basis:
  - a. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of twenty-six (26) weeks from date of incapacitating injury. At the end of said twenty-six (26) week period the Employer shall review the disability status of the injured employee to determine if an additional twenty-six (26) week extension shall be granted, dependent upon the physical condition and ability of the employee to perform other available employment. In no event shall the period of supplementation under this provision exceed fifty-two (52) weeks from the date of incapacitating injury.
  - b. If the disability exists at the end of the fifty-two (52) week period, 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 salary 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 or salary for the day, week, half-month, or other period. This supplement shall continue for fifty-two (52) 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.

- c. Upon the expiration of the one hundred four (104) weeks, an employee unable to return to duty shall be terminated by the Employer. The Employer will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 34, Retirement System and the Macomb County Employees' Retirement Ordinance.
  - d. Any Sick or Annual Leave earned and accrued shall be paid to the former employee upon termination of the active employment relationship.
- B. 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.

## ARTICLE 30

### LEAVE OF ABSENCE

- A. A regular employee, as defined in Article 13, Employee Defined, may request a leave of absence, in writing, for any of the following reasons:
- 1. Personal illness/injury  
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
  - 2. Illness/injury in immediate family
  - 3. Education
  - 4. Personal reason
    - a. Personal reason includes the birth of a child, to care for a newborn, the adoption of a child or the placement of a child in foster care.
    - b. Personal reason may include a leave of absence for union business when it is approved in advance, in writing, by both the employee's Department Head and the Director of the Human Resources Department.
- B. General Provisions:
- 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. Eligible employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
    - Illness/injury in immediate family
    - Education
    - Personal reason
    - Personal illness/injury
  - b. Eligible 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 have extensions of up to six (6) months granted:
    - Personal illness/injury
    - Education
  - b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.
6. The Department Head and the Director of 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. Such approval shall not be unreasonably denied.
7. An eligible 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 as otherwise provided in this agreement.
8. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act. The following shall apply to all approved FMLA leaves of absence:
- a. The Employer reserves the right to determine whether or not a requested leave is provided pursuant to the Family and Medical Leave Act.
  - b. The Employer reserves the right to require employees to exhaust available sick and/or annual leave time while on approved FMLA leave.
  - c. The method to determine the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs is a "rolling" twelve (12) month period, measured backward from the date an employee uses any leave under the Act.

C. Types of Leaves of Absence:

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. If the employee's Sick Leave accumulation has been depleted, the employee may elect to have the time not worked charged against his/her Annual Leave Bank.
- 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 the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.

2. Illness/injury of a Member of the Employee's Immediate Family:

- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. The term immediate family as used in this section shall mean current spouse, parents, grandparents, children, brothers or sisters of the employee, or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household. 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.

### ARTICLE 31

#### 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 32

#### INSURANCE BENEFITS

#### A. Life Insurance:

##### 1. Full-Time 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.
- 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. Waiting Period: Employees who are eligible for Life Insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

2. Retirees: The Employer will provide a death benefit, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire on or after January 1, 1981, and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

1. Full-Time Active Employees (including DROP Participants): The Employer shall provide fully-paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage, or its substantial equivalence and Health Maintenance Organization (HMO) coverage or its substantial equivalence to all regular employees and their eligible family member, including prescription drug coverage, as Outlined in Appendix B.

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

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

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

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

- b. 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. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the employee and the employee's spouse, 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 January 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 on or after April 30, 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 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:

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

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

- d. 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.
- e. The Employer shall offer retirees the option of selecting the "Preferred Provider Organization" program.

- f. 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. Health Maintenance Organization (see Appendix B):

1. Full-Time Active Employees (including DROP Participants): 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.

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

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

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

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

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

D. Dental Insurance: A Dental Insurance Program will provide the following:

1. Full-time employees (including DROP Participants) covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$1,000.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.

2. Waiting Period: Full-time 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 dental insurance coverage as soon as administratively possible after the date of his/her return to work.

- E. Optical Program: An Optical Insurance Program will provide the following:
1. Full-time employees (including DROP Participants) covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.
  2. Waiting Period: Full-time 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 optical insurance coverage as soon as administratively possible after the date of his/her return to work.
- F. Liability Insurance: The County shall provide for each regular full-time employee (including DROP Participant) Bodily Injury and Property Damage Liability Insurance while acting within the scope of his/her 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. Long Term Disability: Full-time 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. 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.
- I. Short Term Disability: The Employer will provide a payroll deduction option for employees (including DROP Participants) wishing to purchase Short Term Disability Insurance that may be provided by the Union.

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.

### ARTICLE 33

#### PART-TIME EMPLOYEE BENEFITS

Regular part-time employees of the Juvenile Justice Center only, will be eligible for health and life insurance benefits, only, as follows:

- A. Life Insurance:
- Part-time employees will receive \$2,500.00 life insurance coverage
- B. Health Insurance:
1. Eligibility for health insurance coverage will be limited to those employees who have worked 1000 hours for two (2) consecutive years. Employees who drop below the 1,000 hour threshold for two (2) consecutive years will lose eligibility for health insurance coverage.

2. Employees' health insurance coverage will be limited to the employee only, there will be no coverage available for the employees spouse.
3. The health insurance, as provided herein, is an employee option, and those employees who do not elect to participate in this health insurance program shall not be entitled to the insurance bonus identified in the Collective Bargaining Agreement.
4. Part-time employees' insurance benefits shall be provided by the lowest cost HMO, determined on an annual basis.
5. Proportionate payment of premium cost:
  - a. For employees who annually work 75% of scheduled full-time hours (40 hours per week) but less than 80% of the scheduled hours, the employer will pay two-thirds of the cost of the health insurance premium. The employee shall pay the remaining one-third of the premium cost through payroll deduction.
  - b. For employees who annually work 55% of the regular scheduled full-time hours but less than 75%, the employer will pay one-third of the cost of the health insurance premium. The employee shall pay remaining two-thirds of the premium cost through payroll deduction.
6. MI Child Coverage:
  - a. For those part-time Juvenile Justice Center employees who qualify for and elect to participate in the health insurance as provided in section B., above, the Employer agrees to pay an additional \$5.00 premium to the MI Child Program offered by the State of Michigan for employees with children who apply for and are determined to be eligible for this program.
  - b. For those part-time Juvenile Justice Center employees who qualify for but do not elect to participate in the health insurance as provided in section B., above, the Employer agrees to make a payroll deduction of a \$5.00 premium to the MI Child Program offered by the State of Michigan for employees with children who apply for and are determined to be eligible for this program.

## ARTICLE 34

### RETIREMENT SYSTEM

- A. Retirement Benefits: 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. Employee Contribution: For any employee hired on or before December 31, 2001 or who is vested as of May 1, 2009, the employee's contribution to the retirement system is three and five tenths percent (3.5%) of his/her compensation.

Effective as soon as possible after April 30, 2009, 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. County Pension Maximum: For any employee hired on or before December 31, 2001 or who is vested as of May 1, 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. Pension Multiplier: For any employee hired on or before December 31, 2001 or who is vested as of May 1, 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. Final Average Compensation Formula: For any employee hired on or before December 31, 2001 or who is vested as of May 1, 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. Pension Calculation: For any employee hired on or before December 31, 2001 or who is vested as of May 1, 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. Eligibility: Any member hired on or before December 31, 2001 or who is vested as of May 1, 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. Retroactive Effect: 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. Annuity Withdrawal: Members of the Macomb County Employees' Retirement System who retire 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. Purchase of Military Service Credits: 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.
- L. Pop Up Option: A retirant may elect this option in combination with Option A or B of Section 26 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. Deferred Retirement Allowance Option: 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.

- N. Non-Duty Death Before Retirement, Beneficiary Nominated: Any bargaining unit member who 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. DROP Program: The Memorandum of Understanding regarding the Deferred Retirement Option Plan (DROP) is attached to and is incorporated by reference as part of this Agreement.

#### ARTICLE 35

#### LONGEVITY

The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those Full-time 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 eligible Full-time 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.
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 his/her designee and approved by the Human Resources Director; provided such approved Leave of Absence Without Pay shall not be considered in the computation of years of service for longevity compensation.
4. The following schedule shall be used as a basis for longevity payments, paid to such employees as of October 31st, provided said employees qualify as to length of service, as per Paragraph B.1. of this Article:

<u>STEP</u>	<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST</u>		<u>AMOUNT</u>
	<u>OF EACH YEAR</u>		
1	5 through 9		\$ 360
2	10 through 14		\$ 720
3	15 through 19		\$1,080
4	20 through 24		\$1,440
5	25 and thereafter		\$1,800

C. Longevity payments shall be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, shall receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision of C-1 below.

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 voluntarily leaving the employ of the County or 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 and personal reasons 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 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. 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. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section 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 F, 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.4, above).

## ARTICLE 36

### SENIORITY

- A. Upon successful completion of the probationary period, the employee's seniority will be retroactive to the date that the probationary period began.
- B. Except as provided for under Article 30, Section B-7, Leave of Absence, date of entry into County employment will provide a seniority date.
- C. Employees with the same seniority date requiring the need of determination by seniority, shall have their seniority dates decided by the last 4 digits of their social security number, the lowest number having highest seniority.
- D. An employee shall forfeit seniority rights for the following reasons:
  1. He/she resigns or terminates his/her employment with the Employer.
  2. He/she is dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the parties.
  3. He/she 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 notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In proper cases, an exception may be made by the Employer.
  4. He/she retires.
  5. If the employee, except for participants in the Deferred Retirement Option Program, withdraws his/her contributions from the Macomb County Employees' Retirement System.
  6. If an employee fails to return to work when recalled from layoff it will be treated as D-3, above.
  7. If an employee fails to return from sick leave it will be treated as D-3, above.

- E. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.
- F. A seniority list for employees covered by this Agreement will be provided to the Unit Chairperson once each year during the month of July.
- G. Bargaining Unit members shall not accumulate bargaining unit seniority while assigned, transferred or promoted outside the bargaining unit.
- H. Superseniority:
  - 1. Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff, be continued at work as long as there is work being performed in their district which they have the ability to perform and shall be recalled to work after the layoff as soon as there is work being performed in their district which they have the ability to perform. Ability to perform shall be determined by the Employer based upon the employees qualifications.
  - 2. Notwithstanding their position on the seniority list, the Unit Chairperson shall, in the event of a layoff, be continued at work as long as there is work being performed in their Unit, which they have the ability to perform and shall be recalled to work after the layoff as soon as there is work being performed in their Unit which they have the ability to perform. Ability to perform shall be determined by the Employer based upon the employees qualifications. The Unit Chairperson would be the last person affected when applying this article.
- I. Departmental Seniority is defined as follows:
  - 1. Departmental seniority for employees in the Juvenile Justice Center shall commence after an employee successfully completes his/her probationary period in the Department. Upon successful completion of the probationary period, the employee's seniority will be retroactive to date of full-time departmental employment. This departmental seniority will continue so long as the employee remains within the same department. Employees promoted or transferred to a different classification within the department will retain their departmental seniority date, after completion of a trial or probationary period.

Departmental seniority will prevail for purposes of selection of annual leave and overtime preference, bumping rights, layoff and recall rights within the department, except where provided otherwise in this Agreement.
  - 2. Date of entry into County employment less any time on leave of absence without pay will provide a seniority date that will prevail for purposes of accumulation and/or eligibility of the following: annual leave, sick leave, longevity, retirement and similar fringe benefits to which the Parties may agree. Leave of absence without pay will necessitate, except for military duty the adjustment of the date of entry into County employment date and the subsequent accumulation of benefits.

ARTICLE 37

LAYOFF AND RECALL

A. Layoff Procedure:

1. Layoff is defined as a reduction in the working force.
2. If a layoff becomes necessary the following procedures will be mandatory:
  - a. Layoffs, as required, shall be made within the affected classifications in the affected department.
  - b. Such reduction will be made in the first instance by terminating probationary and temporary employees in the affected classifications.
  - c. If a further reduction in force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected classification in the affected department.
3. When an employee is laid off, due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace an employee with less seniority in classifications covered by this Agreement in the department from which the employee was laid-off only. Such employee may "bump" an employee in an equal or lower job classification under the following conditions:
  - a. He/she shall have seniority as required and as defined in Article 36, Seniority, of this Agreement.
  - b. Current ability to do the available work, meet the qualifications and perform the duties of the job without a trial or training period.
  - c. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff, by so notifying his/her Department Supervisor in writing.
  - d. Failure of the affected employee to exercise such "bumping rights" at the time of layoff, will result in forfeiture of "bumping rights" during the term of such layoff.
4. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Unit Chairperson shall receive a list from the Employer, of the employees being laid off, on the same date the notices are issued to the employees.
5. Employees in classifications covered by this Agreement who are laid off from their regular employment as a result of a reduction in force, will be given consideration, by interview, for hire into a like classification only, for which they qualify, when opportunity for such hire occurs in the department from which the employee was laid off. Like classification is hereby defined as a classification in which the employee was employed at the time of lay-off, or a classification for which the employee is qualified by virtue of his/her knowledge, skills and abilities, as determined solely by the Employer.

6. Employees selected pursuant to paragraph 5 who will then have seniority in the new classification in accordance with the provisions of "seniority defined" as outlined in Article 36 of this Agreement. Such employees shall serve a ninety (90) day trial period, during which time the Employer may terminate the employee. Such termination by the Employer will not affect the former lay-off for seniority status of the employee.

B. Recall Procedure:

1. When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article 36, Seniority. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her personnel file, located in the Human Resources Department, and sent by Certified Mail. If the affected employee fails to report for work within ten (10) days from the date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in its discretion, in proper cases.
2. Recall rights for laid off employees will be limited to the length of Union seniority, but in no event shall exceed a period of two (2) years following date of such layoff. Upon the expiration of the appropriate period, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.
3. Recall rights of affected employees covered by this section will be limited to the following:
  - a. Employees who are selected for employment in a new department will, should subsequent lay-off occur in that department, have the option of retaining recall rights within their previous classification in accordance with the recall procedure as outlined in the Agreement.
  - b. If the employee does not exercise the option outlined in (a) above, such employee shall be deemed to have chosen to retain recall rights in the department from which they were last laid off.
  - c. Exercise of either option, a or b, shall be chosen in writing at the time of subsequent lay-off in the new department and will become a part of the employee's personnel file. A copy of such written option will be given to the Unit Chairperson.

ARTICLE 38

CHANGE OF ADDRESS

Employees shall notify the County of any change of address.

The County shall furnish to the Local Union, on a quarterly basis, the Names and Addresses of all Employees covered by this Agreement.

ARTICLE 39

PHYSICAL EXAMINATIONS

Juvenile Justice Center personnel having direct contact with children shall be required on an annual basis, to submit to a physical examination for the detection of communicable diseases. Said examination shall be paid for by the Employer.



## ARTICLE 40

### INCLEMENT WEATHER POLICY

The Chairperson of the Board of Commissioners has the sole authority to declare an inclement weather day. If an inclement weather day is declared, compensation will be provided to regular employees, as defined in Article 13, Employee Defined, of this Agreement only, as follows:

- A. An employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available, or
- B. The employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- C. The employee may choose to use their Floating Holiday, if that is available.
- D. A regular employee, as defined in Article 13, Employee Defined, of this Agreement, 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.
- E. Employees must make a good-faith effort to appear for work.

## ARTICLE 41

### MILEAGE REIMBURSEMENT

Mileage reimbursement for employees required to use their personal vehicles in pursuit of assigned County business will be made.

Annual adjustments to the reimbursement figure shall be made in accordance with adjustments made by the State of Michigan in its mileage reimbursement formula, disregarding any fractions of a cent.

Mileage reimbursement must be approved by the Department Head.

## ARTICLE 42

### UNION BULLETIN BOARDS

- A. The Employer will provide a bulletin board in the employee break room, which may be used by the Union for posting notices of the following topics:
  - 1. Notices of Union Meetings.
  - 2. Notices of Union Elections and results of said Elections
  - 3. Notices of recreational, educational and social events.
- B. The bulletin board shall not be used by the Union for disseminating propaganda and among other things, shall not be used by the Union for posting or distributing pamphlets pertaining to political matters.

### ARTICLE 43

#### FLEXIBLE SPENDING ACCOUNT

The Employer shall offer a pre-tax Flexible Spending Account, 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 44

#### TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2011.
- 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 no later than one hundred twenty (120) 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 POAM, 27056 Joy Road, Redford, MI 48239-1949; if said notice is made to the County, it shall be sent to the Macomb County Human Resources Director, 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 County of Macomb.
- E. The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office.

IN WITNESS WHEREOF, the Employer and its Board of County Commissioners, by its Director, Human Resources, and representatives of POAM, on behalf of its represented employees, hereby cause this Agreement and Appendices to be executed.

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

**APPENDIX A**

**JUVENILE JUSTICE CENTER  
WAGE AND INCREMENT SCHEDULE**

**EFFECTIVE: JANUARY 1, 2011 - DECEMBER 31, 2011\***

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>MAXIMUM</u>
YOUTH SPECIALIST	\$31,350.62	\$32,272.70	\$33,194.78	\$34,116.85	\$35,038.93	\$35,961.01	\$36,883.08		\$36,883.08
COOK I	\$28,786.13	\$29,608.59	\$30,431.05	\$31,253.51	\$32,075.97	\$32,898.43			\$32,898.43
COORD. OF SECURITY	\$34,573.53	\$35,621.21	\$36,668.89	\$37,716.57	\$38,764.26	\$39,811.94	\$40,859.62	\$41,907.30	\$41,907.30
DELINQ. SECTION AIDE	\$29,261.50	\$30,097.54	\$30,933.58	\$31,769.63	\$32,605.67	\$33,441.71			\$33,441.71

\* 1.15% reduction in base salary from 2008 ranges

The Parties agree the base salary will revert to the 2008 ranges effective January 1, 2012.

**JUVENILE JUSTICE CENTER  
WAGE AND INCREMENT SCHEDULE**

**EFFECTIVE: JANUARY 1, 2011 - DECEMBER 31, 2011**

	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>MAXIMUM</u>
SUB YOUTH SPECIALIST	\$10.70	\$11.18	\$11.63	\$12.08	\$12.56

Wage Increments: After employment, each employee will be entitled to normal increments each time said employee works 1,000 hours, until the maximum of the wage range is achieved. All increments to be approved by the Department Head before becoming effective, providing any disapproval of an increment by a Department Head shall be as set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Human Resources Department.

Substitute Youth Specialists do not receive fringe benefits except those required by law and expressly identified in the Labor Agreement.

# Community Blue<sup>SM</sup> PPO Plan 6

## Benefits-at-a-Glance – Macomb County Proposal 2008



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

### In-network

### Out-of-network

#### Deductible, copays and dollar maximums

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

<b>Deductible</b>	\$250 for one member, \$500 for the family per calendar year <b>Note: Deductible waived if service is performed in a PPO physician's office.</b>	\$500 for one member, \$1,000 for the family per calendar year <b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b> • Fixed dollar copays  • Percent copays	\$20 for office visits and \$100 for emergency room visits	\$100 for emergency room visits
	10% for general services, <b>waived if service is performed in a PPO physician's office,</b> and 50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay dollar maximums</b> • Fixed dollar copays • Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	<b>\$1,000 for one member, \$2,000 for two or more members per calendar year</b>	\$2,000 for one member, \$4,000 for two or more members per calendar year <b>Note:</b> Out-of-network copays also apply toward the in-network maximum.
<b>Dollar maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted for individual services	
<b>Preventive care services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year</b>		
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
<b>Mammography</b>		
Mammography screening	<b>Covered – 90% after deductible</b>	Covered – 80% after deductible
One per calendar year, no age restrictions		

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



### In-network

### Out-of-network

#### Physician office services

Office visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 90% after deductible	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary

#### Emergency medical care

Hospital emergency room	Covered – \$100 copay, waived if admitted or for an accidental injury	Covered – \$100 copay, waived if admitted or for an accidental injury
Ambulance services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

#### Diagnostic services

Laboratory and pathology services	Covered – 90% after deductible	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 90% after deductible	Covered – 80% after deductible
Therapeutic radiology	Covered – 90% after deductible	Covered – 80% after deductible

#### Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 90% after deductible	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	

#### Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 90% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient consultations	Covered – 90% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 80% after deductible

#### Alternatives to hospital care

Skilled nursing care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Home infusion therapy – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

#### Surgical services

Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 80% after deductible
Presurgical consultations	Covered – 100%	Covered – 80% after deductible
Colonoscopy	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary sterilization	Covered – 90% after deductible	Covered – 80% after deductible

#### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
	Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 90% after deductible	Covered – 80% after deductible
Specified oncology clinical trials	Covered – 90% after deductible	Covered – 80% after deductible
Kidney, cornea and skin	Covered – 90% after deductible	Covered – 80% 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
	Unlimited days	
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 50% after deductible	Covered – 50% after deductible
	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount that is adjusted annually	

**Other covered services**

Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic spinal manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 90% after deductible	Covered – 80% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and orthotic appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	Not covered	Not covered

**Optional riders**

Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	MOD: \$400 for one member, \$750 for two or more members per calendar year
<b>Preventive care services</b> – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year	MOD: Payment for preventive services is limited to a combined maximum of \$750 per member per calendar year
Mammography screening	MOD: Covered – 100% after deductible
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

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



## Appendix B- Insurance Benefits Plan Designs

### County of Macomb Plan Option as modified below (HAP)

Benefit	
Office Visit Primary Physician	\$10
Office Visit Specialist	\$20
Emergency Room Care	\$150
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$5
Formulary	\$15
Non-formulary	\$25
Mail-Order	2 X above co-pay

### County of Macomb Plan Option as modified below (BCN)

Benefit	
Office Visit Primary Physician	\$10
Office Visit Specialist	\$20
Emergency Room Care	\$150
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$5
Formulary	\$15
Non-formulary	\$25
Mail-Order	2 X above co-pay

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) - JJC**

The County and the Union agree to suspend Longevity payments for all eligible employees and DROP participants for the year 2011.

This Letter of Agreement will expire on December 31, 2011.

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) - Juvenile Justice Center**

RE: Overtime/Call-In Article

The County and the Union agree to implement the Overtime/Call-In Article as tentatively agreed to on April 14, 2009, on a pilot program basis, effective as soon as administratively possible. The County or the Union may request a negotiations reopener in 2010 regarding the Overtime/Call-In Article.

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**POLICE OFFICERS ASSOCIATION OF MICHGAN (POAM) - JJC**

The County and the Union agree that for the calendar year 2011 only, each employee and DROP participant shall forfeit and not be paid Holiday Pay for President's Day, Columbus Day and Veterans' Day as outlined in Article 24, Holiday Benefits.

This Letter of Agreement will expire on December 31, 2011.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING**

**between**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) - Juvenile Justice Center**

**and**

**COUNTY OF MACOMB**

**RE: Uniform Allowance**

- A. For the term of this Agreement the Parties have agreed to the following uniform shall be provided by the Employer:

Youth Specialist (Full-time) Initial Year

- 4 shirts
- 4 pants

Youth Specialist (Full-time) Annually Thereafter

- 2 shirts
- 2 pants

Youth Specialist (Part-time) Initial Year

- 2 shirts
- 2 pants

Youth Specialist (Part-time) Annually Thereafter

- 1 shirts
- 1 pants

- B. Shirts or pants damaged in the course of work shall be repaired or replaced by the Employer.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
DEFERRED RETIREMENT OPTION PLAN  
FOR MEMBERS OF POAM**

- A. Background: The POAM 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, 2008 and ends December 31, 2010. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the POAM. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on April 30, 2009), effective May 1, 2009, an employee of Macomb County who is a member of the POAM, 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 POAM shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

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

- B. Eligibility: (Expressly contingent upon ratification by the Full Board of Commissioners on April 30, 2009), effective May 1, 2009 as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the POAM bargaining group may voluntarily elect to participate in the DROP at any time after attaining the minimum age and service requirements for a normal service retirement.
- C. Participation: The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.
- D. DROP Payment: Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to his/her DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension benefit otherwise payable to the DROP account until termination of employment. Interest on the DROP account will continue to accrue during such a forfeiture, except as provided in Subsection J.
- E. Election to Participate: Participation in the DROP program is irrevocable once an employee begins participation. An employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Macomb County Board of Commissioners. Such application shall be reviewed by the Human Resources Department within a reasonable time period and make a determination as to the member's eligibility for participation in the DROP. On the date upon which the member's participation in the DROP shall be effective, he/she shall be considered to be a DROP participant and shall cease to be an active member of

the Macomb County Employees Retirement System. The amount of credited service, multiplier and final average compensation shall be fixed as of the employee's DROP date. When an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were earned, not when they were received by the employee. Increases or decreases in compensation during DROP participation will not be factored into retirement benefits of active or former DROP participants. DROP participants accrue no service time credit for retirement purposes pursuant to the Macomb County Employees Retirement System.

Upon execution of this agreement by the POAM and the County of Macomb, employees who are represented by the POAM 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 April 30, 2009) May 1, 2009.

F. DROP Benefit: The employee's DROP benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if he/she had actually retired on the DROP date, less the annuity withdrawal reduction as set forth in Subsection G, if applicable. The employee's DROP benefit shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, his/her choice of a straight life retirement allowance or an optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance shall be irrevocable.

G. Annuity Withdrawal: An employee who elects to participate in the DROP may elect the Annuity Withdrawal option provided by the retirement ordinance at the time of electing DROP participation. Such election shall be made commensurate with the employee's DROP election, but not thereafter. Such annuity withdrawal will be utilized to compute the actuarial reduction of the member's DROP benefit, as well as the member's monthly retirement benefit from the Macomb County Employees Retirement System, after termination of employment.

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

H. DROP Accounts: For each employee participating in the DROP, an individual DROP account will be created in which shall be accumulated the DROP benefits, as well as interest on said DROP benefits. All individual DROP accounts shall be maintained for the benefit of each employee participating in the DROP and will be managed by the Retirement System in the same manner as the primary retirement fund. DROP interest for each employee who participates in the DROP shall be at a fixed rate of 3.5% per annum, calculated in the same manner as the interest in the employee savings accounts in the Macomb County Employees Retirement System.

I. Contributions: The employee's contributions to the Macomb County Employees Retirement System shall cease as of the date that the employee begins participation in the DROP.

J. Distribution of DROP Funds: Within 45 days of termination of employment, the employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his/her individual DROP account:

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

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

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

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

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

- K. Death During DROP Participation: If an employee participating in the DROP dies either: (1) before full retirement, that is before termination of employment with the County, or (2) during full retirement (that is, after termination of employment with the County but before the DROP account balance has been fully paid), the employee's designated beneficiary(ies) shall receive the remaining balance in the employee's DROP account in the manner in which they elect from the previously mentioned distribution methods (Subsection J). If there is no such beneficiary, the account balance shall be paid in a lump sum to the estate of the employee. Benefits payable from the Macomb County Employees Retirement System shall be determined as though the employee participating in the DROP had separated from service on the day prior to the employee's date of death.
- L. Disability During DROP Participation: In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of 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. Internal Revenue Code Compliance: The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby null and void and of no force and effect.
- N. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.
- O. Annual Leave, Sick Leave and Other Fringe Benefits: The collective bargaining agreement may provide for the crediting of both annual leave and sick leave banks for inclusion in determining an employee's final average compensation for purposes of computing retirement benefits.

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



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

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

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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\_\_\_\_\_

\_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING**

**REGARDING CERTAIN HEALTH BENEFITS**

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

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

NOW BE IT RESOLVED THAT, the County of Macomb and the POAM 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 EMPLOYER:

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

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33	Seniority, Loss Of
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15-16	Sick Leave
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