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12/31/96

**AGREEMENT**  
between  
**COUNTY OF MACOMB**  
and  
**LICENSED BOILER OPERATORS**  
represented by  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547**

*Macomb County*

January 1, 1995  
through  
December 31, 1996

LOCAL 547 (BOILER OPERATORS)

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1995 - 1996

AGREEMENT

This Agreement entered into on the first day of January, 1995, between the COUNTY OF MACOMB, hereinafter referred to as the Employer or the County, and the INTERNATIONAL UNION OF OPERATING ENGINEERS and its LOCAL #547 - A, B, C, E, H - AFL-CIO, on behalf of all LICENSED BOILER OPERATOR-REFRIGERATION MAINTENANCE (all classes), a recognized bargaining unit, hereinafter referred to as Union and employees.

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

ARTICLE 1

PURPOSE AND INTENT

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

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

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

The Parties hereto also recognize that it is essential for the health, safety and public welfare of the County that services to the public be without interruption, 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.

ARTICLE 2

RECOGNITION OF UNION

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

ARTICLE 3

DEDUCTION OF UNION DUES AND/OR SERVICE FEES

The Employer hereby agrees to deduct dues, service fees and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

- A. Each employee who desires to have such dues, service fees and/or initiation fee deducted from his/her earnings shall execute the "AUTHORIZATION FOR DEDUCTION OF UNION DUES" form in full, in triplicate.
- B. The Employer shall place such deduction or deductions in effect at the SECOND PAY PERIOD of the month following receipts of same and continue in accordance with the terms and conditions set forth in the Authorization.
- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Financial Secretary of the Union designated in writing by the Union, and shall do so , as soon as possible after the deduction, but not later than the fifteenth day of the following month.
- D. The Employer shall notify the Union of the termination of employment of the dues and/or service fees paying employee or of the revocation, alteration or amendment by the employee of the Authorization to Deduct Union Dues and/or Service Fees in accordance with the terms thereof.
- E. The "Authorization for Deduction of Union Dues and/or Service Fees" when executed, shall be binding upon the employee for the duration of this agreement except that any employee may revoke, alter or amend such Authorization for Deduction of Union Dues and/or Service Fees by notice in writing to the Employer within thirty (30) days, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent agreement.
- F. It is understood and agreed, that the provision for deduction of the Union Dues and/or Service Fees, is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth, except as provided for under the Agency Shop provision of this Agreement.

#### ARTICLE 4

##### MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE DEDUCTION

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

- A. ALL employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) days of the effective date of the Agreement, or within thirty (30) days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall within thirty (30) days of their date of hire by the Employer, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly union membership dues uniformly required of employees of the Employer who are members.
- B. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues or fees.

- C. The Employer shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or fees.
- D. Failure of employees covered by this Agreement to comply with provisions of this Article, shall at the conclusion of the grace period of sixty (60) days referred to, and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such employee.
- E. If any provision of this Article is invalid under Federal or State law, said provisions shall be modified to comply with the requirements of said Federal or State law.
- F. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized in writing by them, under the Payroll Deduction for Union Dues and/or Service Fees as provided for in this Agreement.

The Union will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability, including but not limited to, matters related to the purpose for which monies collected through payroll deduction are expended by the Union or by reason of action taken or not taken by the Employer for the purpose of complying with Article 3, Deduction Of Union Dues And/Or Service Fees and Article 4, Membership Dues Or Agency Shop Service Fee Deduction of this Agreement.

- G. The Employer shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues or Agency Shop fees. Such dues or fees, accompanied by a list of employees (including the Social Security numbers) from whom they have been deducted and the amount deducted from each and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason thereof, shall be forwarded to the Union office no later than the fifteenth of the month following the month in which such deductions were made.

#### ARTICLE 5

#### STEWARDS

- A. Employees covered by this Agreement shall be represented by a Steward. In the absence of the Steward an alternate may be appointed by the Union.
- B. Stewards shall be permitted a maximum of one hour per day during their working hours, without loss of time or pay, for the purpose of investigating and presenting grievances to the Employer, PROVIDED, a greater period of time may be permitted by authorization from their immediate Supervisor or the Department.

#### ARTICLE 6

#### PROMOTIONS AND JOB OPENINGS, SENIORITY LISTS

- A. Promotions to a higher classification will be based on qualifications. It shall be the policy of the Employer to post all job openings and requirements for the job on the Union bulletin board. The employees must sign for promotion in the Department Head's Office on the notice, thereby signifying their interest in the promotion. Qualifications being equal, the seniority of the

employee will then receive first consideration. Postings shall be made for a ten (10) working day period. If necessary, a temporary appointment may be made by the Department Head but without prejudice to employees seeking the job.

- B. An employee with regular status promoted to a higher classification shall have a period of ninety (90) days trial in a new position to prove that he/she has the qualifications to handle the requirements of the position. If it is obvious that he/she is not capable of fulfilling the requirements, he/she may be demoted to his/her previous classification without prejudice.
- C. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- D. The Employer shall post a seniority list once each year during the month of July. The Union shall be notified every ninety (90) days of any changes in the list.

#### ARTICLE 7

##### RATES FOR NEW JOBS

When a new job is created in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the Second Step.

#### ARTICLE 8

##### GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:
  - 1. STEP 1: VERBAL. The employee or one member of a group of employees must first discuss the specific grievance with the immediate Supervisor. At the request of the employee, the Steward may be present during the discussion. Reasonable time will be granted the employee for the purpose of appraising the Steward of the alleged grievance. 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.
  - 2. STEP 2: WRITTEN.
    - a. If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward with the employee's immediate Supervisor 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, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the

signature of the Steward and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.

- b. 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 or designee shall give a written answer to the Steward.

3. STEP 3: DIRECTOR OF PERSONNEL-LABOR RELATIONS.

- a. If the grievance is not settled in Step 2, such grievance may be submitted by the Steward to the Director of Personnel-Labor Relations, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Personnel-Labor Relations Department.
- b. The Steward or designee must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Steward's written request. The Union representatives at said meeting may include, at the Union's discretion, the Steward or designee, the grievant and a Business Representative of the Union. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.
- c. The decision of the Director of Personnel-Labor Relations shall be given in writing to the Steward within ten (10) days of the completion of the Step 3 meeting.

4. STEP 4: ARBITRATION. If the grievance is not satisfactorily settled in Step 3, the Business Representative has thirty (30) days from the final answer to file for arbitration, by sending a letter to the Director of Personnel-Labor Relations. If the Business Representative fails to request arbitration within the time limit the grievance shall be deemed not eligible to go to arbitration. The Union shall prepare a record which shall consist of the written grievance, all written answers to the grievance, and all other such written records, as may be appropriate. These shall be sent to the Director of Personnel-Labor Relations at the same time as the Appeal to Step 4 is submitted.

C. SELECTION OF THE ARBITRATOR:

1. The Arbitrator shall be selected by the Business Representative and the Personnel-Labor Relations Director, or, in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the Federal Mediation and Conciliation Service.
2. The Parties shall submit to the Arbitrator all documents and facts regarding the grievance. No additional facts, not known to the other Party shall be presented or accepted at the hearing, except as such facts or information may be made available to the Parties prior to the Arbitration hearing.



D. AUTHORITY OF THE ARBITRATOR:

1. The Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.
2. The loser of an arbitration case shall pay the cost of the Arbitrator's services and expenses. If it is a split decision, the Arbitrator shall make as part of the decision a ruling as to how the cost of his/her services and expenses shall be pro-rated.
3. 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.
4. The Steward and Grievant involved with a grievance that requires arbitration, will be compensated for normally scheduled working hours that are required in connection with the actual arbitration procedure.
5. Each party will be responsible for compensation to witness(es) as required by the respective party.

E. GENERAL CONDITIONS:

1. Withdrawal of Grievances: A grievance may be withdrawn and if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated by the International Union, the financial responsibility shall date only from the date of reinstatement.
2. Computation of Back Wages: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, offset by any other Employer paid benefits or compensation.
3. Time of Appeals: Any answer not appealed from within the time specified in the particular Steps of the Grievance Procedure shall be considered settled on the basis of the Employer's last answer and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular Step within the specified time limits, the grievance shall be automatically positioned at the next Step with the time limit for exercising said Appeal commencing with the expiration date of the Employer's grace period for answering. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes.
4. Time Limits: Time limits may be extended at any Step of the Grievance procedure by written mutual consent by the Parties.
5. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

ARTICLE 9

EMPLOYEES

Regular Employee Defined: One who is hired on a regular basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked at least six (6) consecutive months, provided, such status as a regular employee shall continue so long as the foregoing minimum standard is complied with.

ARTICLE 10

PROBATIONARY PERIOD

Probationary period for new employees will be a period of sixty-five (65) working days, actually worked, during which employees must serve on the job to determine their ability to perform duties assigned them. At any time during this period, the Employer may dismiss the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conference provisions of this Agreement, as such recourse relates to dismissal of the employee.

ARTICLE 11

INCREMENT SCHEDULE

After employment commences, an employee will be eligible to receive one (1) normal salary increment after each thirteen (13) biweekly pay periods of continuous employment until the employee reaches the maximum of his/her salary range. Such increments are found in Appendix A, Salary And Increment Schedule of this Collective Bargaining Agreement. All increments are to be approved or disapproved by the respective Department Head. If the increment has been disapproved, the employee and the Personnel-Labor Relations Director shall be notified in writing by the Department Head of the reason(s) for such disapproval.

ARTICLE 12

HOLIDAY BENEFITS

A. The designated holidays are:

New Year's Day	Martin Luther King, Jr. Day
Presidents Day	One-half (1/2) day Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day
The day AFTER Thanksgiving	December 24th
Christmas Day	December 31st
Floating Holiday	General Election Day in the EVEN numbered years

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

1. The holiday designated must fall on the week days, that is Monday through Friday.

2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
4. Christmas Eve and New Year's Eve:
  - a. Should Christmas Eve and New Year's Eve fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.
  - b. Should Christmas Eve and New Year's Eve fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay.
7. An employee must complete the probationary period before becoming eligible to use the Floating Holiday.

#### ARTICLE 13

#### STAND-BY-PAY

Employees who are scheduled for and accept stand-by service assignment shall receive compensation as follows:

- A. Employees scheduled on stand-by for the hours of 8 a.m. Saturday to 8 a.m. Sunday, shall receive 4.0 hours pay at the employee's straight time regular rate.
- B. Employees scheduled on stand-by for the hours of 8 a.m. Sunday to 8 a.m. Monday, shall receive 4.0 hours pay at the employee's straight time regular rate.
- C. Employees scheduled on stand-by for any HOLIDAY falling on other than Saturday or Sunday, shall receive 4.0 hours pay at the employee's straight time regular rate.
- D. Employees actually called for service while on stand-by shall receive one and one-half (1 1/2) of regular hourly rate of pay for the time worked while on service call. The stand-by allowance of 4.0 hours outlined herein, shall NOT be deducted from such overtime service call pay.
- E. No stand-by payment shall be made for week nights, Monday through Friday. Actual calls however, shall be paid on one and one-half (1 1/2) time of regular hourly rate of pay and a minimum of two (2) hours shall be allowed for each night call.

- F. Authorized hours worked in excess of employees regular working week, shall be paid at one and one-half (1 1/2) time the regular hourly rate of pay.
- G. Employees scheduled for stand-by service as outlined herein will be equipped with and expected to wear a "beeper" telephone answering device.

ARTICLE 14

OVERTIME PAY

- A. Overtime pay shall be at the rate of time and one-half (1 1/2) for work in excess of eight (8) hours per day, and times other than the normal scheduled shift.
- B. Time and one-half (1 1/2) of the regular rate shall be paid for all hours of work performed on the sixth (6th) consecutive work day of the employee's regularly scheduled work week.
- C. Double time, or two (2) times the employee's regular rate, shall be paid for all hours of work performed on Sundays and Holidays.
- D. An employee called in for work at times other than his/her scheduled shift shall receive a minimum of four (4) hours pay at the applicable rate and such employee shall perform a minimum of four (4) hours work within his/her classification.
- E. All overtime must have prior approval by the Department Head.

ARTICLE 15

ANNUAL LEAVE (VACATION)

- A. Full time employees 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 thirty (30) work days, except as hereinafter provided:
  - 1. Employees hired on or after January 1, 1974, MAY NOT accumulate Annual Leave days and shall be required to use their accumulated Annual Leave days in the year subsequent to year of earning.

2. Each employee's date of hire will be used to determine the "year subsequent" referred to above.
  3. Failure to use accumulated Annual Leave in the year subsequent to year of earning, will result in LOSS OF DAYS so accumulated.
  4. If the Department Head requires the services of employees referred to herein and requests exception to this non-accumulation provision, the Department Head shall relay such request in writing to the Personnel-Labor Relations Director for approval, prior to granting the exception. In the event approval is granted, the affected employee(s) may accumulate their respective Annual Leave days, not to exceed 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. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- F. County of Macomb employees who have been in the Armed Services of the United States under military leave from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military service, be given an Annual Leave Bank at the rate of one day for each month or part thereof spent in the Armed Service. Such Leave shall not exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- G. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- H. Annual Leaves 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 and in accordance with the employees' unit seniority as follows:
1. Vacation requests shall be submitted during the last two weeks of February of the current year. The annual vacation schedule shall be posted prior to March 31 of the current year.
  2. Employees may submit a first and second vacation time off preference requests as outlined in Section 1, Paragraph 1.  
  
In the event the first or second preference request cannot be honored, employees shall have until April 15 of the current year to request unposted vacation time as shown on the current vacation schedule and these requests shall be honored in accordance with unit seniority.
  3. Employees failing to submit requests as outlined herein and subsequently desiring vacation time off shall be assigned this time off on a "first come, first serve" basis consistent with the needs of the respective locations.

Split Annual Leaves may be granted only when written notification has been given to the Department Head and with his/her approval.

- I. Annual Leave time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head.
- J. When a holiday falls and is observed within an employee's scheduled Annual Leave period, the annual Leave may be extended one or more days, or portion of a day, as applicable, continuous with the Annual Leave. Holidays referred to are as specified in the Holiday Benefit provision of the Agreement between the Parties.

#### ARTICLE 16

#### SICK LEAVE

- A. Every full-time employee shall be entitled to Sick Leave with full pay of one-half day (computed at straight time) for each completed two (2) week pay period of service.
- B. Unused sick leave may be accumulated to a maximum of 125 work days.
- C. An employee may utilize Sick Leave allowance for absences:
  - 1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
  - 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by his/her attendance on duty.
  - 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one calendar year. The term "immediate family" as used in this Section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
  - 4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
  - 5. Personal Days: 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 absence 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 full-time service, except in cases of injury incurred in the line of duty.

#### ARTICLE 17

#### ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under the 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: An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. For employees hired on or after January 1, 1974, this payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.
- C. Payoff When There Is No Retirement:
  - 1. An employee leaving County service after ten (10) years of continuous service, who elects not to receive retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of employee's salary at termination of employment, except as hereinafter provided. Employees hired on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.
  - 2. In case of death of an employee, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.

#### ARTICLE 18

#### BEREAVEMENT LEAVE

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

- A. The employee will be granted three (3) days off with pay due to a death in the employee's immediate family. The term immediate family shall mean: mother, father, current spouse, children. Bereavement leave granted under these circumstances shall not be deducted from Sick Leave.
- B. The employee will be granted one (1) day off with pay, not deductible from Sick Leave, for the death of one of the following: mother-in-law, father-in-law, brother, sister. Upon request, an employee may use two (2) additional bereavement leave days for the death of a relative listed in paragraph B. These two (2) additional bereavement leave days will be chargeable to Sick Leave.
- C. The employee will be granted three (3) bereavement leave days chargeable to Sick Leave for the death of one of the following: grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law of the employee; it shall also mean grandparents, grandchildren, nephews, nieces of the employee's current spouse.

#### ARTICLE 19

#### LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:
  - 1. Personal illness/injury  
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
  - 2. Illness/injury in immediate family
  - 3. Education
  - 4. Military service
  - 5. Personal reason
- B. General Provisions:
  - 1. Leave of absence may be with pay or without pay.
  - 2. An employee absent from work for five (5) or more days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
  - 3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
  - 4. Waiting periods for Leaves of Absence eligibility:
    - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
      - Illness/injury in immediate family
      - Education



- Personal reasons
  - Personal illness/injury
- b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
- Military Service
  - An illness/injury for which an employee is eligible for and receiving Workers Compensation benefits.
5. Duration of Leaves of Absence:
- a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions 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 Personnel-Labor Relations 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 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.

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 anticipated date of return to work
  - (3) Physician's name, signature, address and telephone number.

- c. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation.
  - d. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
  - e. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.
  - f. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform 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. **Military:**
- a. All requests for this type of leave of absence must 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.

- c. An employee while attending, pursuant to governmental orders, the two (2) week National Guard Training, is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority towards longevity, and to accumulate seniority towards retirement.
  - d. An employee who goes on active military duty shall have re-employment rights as provided by State and Federal Statutes.
  - e. A probationary employee who enters the Armed Forces must complete his/her probationary period upon his/her return to County employment, and upon completing said probationary period, will be provided seniority equal to the time spent in the Armed Forces and the time spent in previous County service.
5. Personal Reasons:
- 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 20

#### INSURANCE BENEFITS

##### A. Life Insurance:

##### 1. Active Employees:

- a. The Life Insurance provided by the Employer is \$11,500 death benefit and \$4,000 additional accidental death and/or dismemberment benefit.
- b. Effective as soon as possible after ratification of this Agreement, 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 fully paid Life Insurance coverage 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. Active Employees: The Employer shall provide fully-paid Blue Cross/Blue Shield Hospital-Medical coverage, or its substantial equivalence, to all regular employees and their eligible families on the following basis and coverage:

- a. Blue Cross/Blue Shield MVF1, and Master Medical coverage, ML Rider and OB Rider.
- b. Effective June 1, 1990, coverage under the Prescription Drug Rider (PDR) will be offered to all eligible employees subject to the following terms and conditions:
  - (1) Such PDR coverage shall be limited to the \$5.00 Co-Pay Rider.
  - (2) The Employer will pay the monthly premium for such PDR coverage for all eligible subscribers.

Effective as soon as possible after ratification of this Agreement, employees covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program and subject to the following terms and conditions:

- (1) Co-Pays for Preferred Rx Plan:
    - (a) Co-pays for prescriptions received from a Preferred Rx network pharmacy will be \$5.00.
    - (b) Co-pays for prescriptions received by mail-order will be \$2.00.
  - (2) The Employer will pay the monthly premium for such coverage for all eligible employees.
- c. 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.
  - d. Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
  - e. The Employer shall offer active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
  - f. The Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse or parent has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to each employee who has not been on any County-sponsored health care program for six (6) months.

Employees shall be required to show proof annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the \$750 annual payment.

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 at the next billing period.

2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Hospital- Medical coverage to the employee and the employee's spouse for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:
- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement, provided such employee shall retire on or after January 1, 1974. 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. Coverage shall be limited to Blue Cross/Blue Shield MVF1 Master Medical and with ML Rider, or the substantial equivalents.
  - c. Prescription Drug Rider (PDR): Except for the provisions of Section B,2j of this Article, effective May 1, 1980, the Employer will provide for eligible retirees and for their current spouse, at time of retirement, coverage under the PDR as follows:
    - 1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
    - 2) Such PDR coverage shall be limited to the three dollar (\$3.00) Co-Pay Rider.
    - 3) Such PDR coverage will be extended to the eligible employee and eligible current spouse, provided such employee retires on or after April 1, 1973.
  - d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program 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.
  - e. 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 hereby defined as applying to a 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.

- f. 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.
- g. Retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- h. The Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- i. The Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

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 \$750 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.

- j. For employees who retire on or after January 1, 1989 and for their current spouse, the Prescription Drug Rider (PDR) coverage shall be limited to the \$5.00 Co-Pay Rider.

Effective as soon as possible after ratification of this Agreement, retirees covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program. Co-pays are as follows:

- (1) Co-pays for prescriptions received from a Preferred Rx network pharmacy will be \$5.00.
- (2) Co-pays for prescriptions received by mail-order will be \$2.00.

C. Health Maintenance Organization:

1. Active Employees: 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.
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.
3. Retirees: Effective June 1, 1990, 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. Employees covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.
2. Waiting Period: Employees hired on or after January 1, 1982, who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

E. Optical Program: An Optical Insurance Program will provide the following:

1. Employees covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.
2. Waiting Period: Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

F. Liability Insurance: The County shall provide for each regular employee 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: Employees 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.

ARTICLE 21

WORKER'S COMPENSATION

A County employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
- D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
- E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
- F. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 9, Employees. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
- H. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
  1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular 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 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.



2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County's two-thirds (2/3) pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H (1) and H (2)) exceed 104 weeks.
  3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 22, Retirement System and the Macomb County Employees' Retirement Ordinance.
  4. Any Sick or Annual Leave earned and accrued once the County two-thirds (2/3) pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

## ARTICLE 22

### RETIREMENT SYSTEM

- A. 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 employees' contributions will be furnished to the employees.
- B. The pension multiplier is 2.1% and the County pension shall not exceed 63%. The employee's contribution to the retirement system is 2.5% of his/her compensation.  
  
Effective as soon as possible after ratification of this Agreement, the pension multiplier shall be 2.2% and the County pension shall not exceed 66%. The employee's contribution to the retirement system is 2.5% of his/her compensation.
- C. 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.
- D. Annuity Withdrawal: Any member covered by this Agreement who retires on or after January 1, 1988, pursuant to Sections 21, 23, or 29 of the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's

straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.

- E. Purchase Of Military Service Credits: Effective June 1, 1990, 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.

- F. Pop Up Option: Effective as soon as possible after ratification of this Agreement, 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.

- G. Deferred Retirement Allowance Option: Effective as soon as possible after ratification of this Agreement, 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.

- H. Non-Duty Death Retirement Allowance: 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.

## ARTICLE 23

### LONGEVITY COMPENSATION POLICY

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

- A. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- B. The basis of longevity compensation is as follows:
1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
  2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.
  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 Personnel-Labor Relations Director; provided such approved Leave of Absence Without Pay shall not be considered in the computation of years of service for longevity compensation.
  4. Effective January 1, 1992, the compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary, not exceeding \$18,000, paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph B.1, provided, that the compensation to be utilized for computation purposes of a part-time employee entering upon full-time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) years of service of full-time employment is attained.
- C. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000).

<u>STEP:</u>	<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR:</u>	<u>PERCENT USED BUT ON BASE NOT IN EXCESS \$18,000:</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

- D. 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 below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, shall receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision of D-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 who voluntarily quit or are dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
  3. An approved Leave of Absence Without Pay for reasons of personal illness/injury, shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education, military service and personal reason will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
- E. Military service time will be included as continuous service time in the computation of future longevity payments, PROVIDED, the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.
- F. Longevity compensation shall be a separate and distinct annual payment to those eligible employees, but shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- G. Payments to employees eligible as of October 31st of any year shall be due on December 10. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- H. The foregoing longevity compensation policy is subject to such changes, amendments and termination by the Macomb County Board of Commissioners as may be in the best interest of the County of Macomb, and the Budget Committee of the Board of Commissioners shall be charged with exclusive jurisdiction to resolve and interpret all provisions thereof and matters arising hereunder not specifically covered herein or of doubtful construction as to meaning.

ARTICLE 24

UNION BULLETIN BOARDS

- A. The Employer will provide bulletin boards in the respective departments, which may be used by the Union for posting notices of the following types:
  - 1. Notices of recreational, educational and social events.
  - 2. Notices of Union Elections.
  - 3. Notices of results of Union Elections.
  - 4. Notices of Union Meetings.
- 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 25

MANAGEMENT RIGHTS

- A. The Union recognizes the Employer's right to manage its affairs and direct its work force.
- B. The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

ARTICLE 26

JURY DUTY

- A. If an employee is called for jury duty, he/she shall provide his/her Supervisor with a copy, upon receipt of the official notice.
- B. If an employee serves on jury duty, the County of Macomb will provide a jury pay supplement to make up the difference between the jury duty earnings and his/her normal weekly paycheck upon his/her presentation to the Payroll Office of a written statement of his/her jury duty earnings from the proper court official.

ARTICLE 27

DISCIPLINE and DISCHARGE

- A. Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed upon an employee may be processed as a grievance through the Grievance Procedure as outlined in Article 8.
- B. The Employer shall not discharge any employee without just cause. If the Employer feels there is just cause for discharge, the employee and his/her Steward shall be notified in writing that the employee has been discharged. The Union shall have the right to question through the Grievance Procedure any suspension or discharge, as outlined in Article 8.

## ARTICLE 28

### LOSS OF SENIORITY

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

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the grievance procedure.
- C. He/she is absent for three (3) 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. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made by the Employer.
- E. Return from Sick Leave and leaves of absences will be treated the same as C above.
- F. He/she retires.
- G. He/she withdraws his/her contribution from the Macomb County Employees' Retirement System.

## ARTICLE 29

### LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a classification basis. Seniority employees will be laid off according to seniority within their particular classification. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for the Grievance Procedure.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

## ARTICLE 30

### RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority and without loss of seniority as defined in Article 29, B. Notice of recall shall be sent to the employee at his/her last known address by certified mail. Recall rights will be limited to length of the affected employee's unit seniority, but in no case shall such recall rights extend beyond a period of two (2) years from date of layoff. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted by the Employer in proper cases.

ARTICLE 31

WORKING HOURS

The Boiler Operators schedule is one that must be adjusted according to the season, i.e., heating or cooling. Their normal working day consists of eight (8) hours. Two (2) fifteen (15) minute breaks and a one-half (1/2) hour lunch period shall be included in the eight (8) hour work day.

ARTICLE 32

SENIORITY DEFINITIONS - SHIFT PREFERENCE - BUMPING RIGHTS

A. Seniority Definitions:

1. Unit seniority means length of continuous service in the Unit beginning with the latest date of hiring or transfer into the bargaining unit.
2. Classification seniority is length of continuous service in a particular classification beginning with the latest date of hiring or transfer into the classification.
3. Length of continuous service means uninterrupted employment but includes layoff, subject to recall provision and other periods of absence authorized by and consistent with the Agreement between the Parties.

B. Shift Preference:

The County agrees that classification seniority shall be the basis for the assignment of shifts. Open shifts shall be posted for a period of ten (10) working days, unless otherwise agreed by the Parties and acceptance of an open shift shall be permanent until a new vacancy occurs.

C. Bumping Rights:

It is understood that an employee scheduled for layoff shall have the right to displace the employee with the least unit seniority in a lower paying classification provided such employee has more unit seniority than the employee who is displaced.

There shall be no bumping rights except in the event of layoffs or return from an approved leave of absence and then bumping rights shall be afforded only in accordance with Unit Seniority as defined in Section A, paragraph 1 of this Article.

ARTICLE 33

SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby and the Parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or Provision held invalid, provided any mutually agreed upon replacement shall not be inconsistent with this Agreement or applicable law.

ARTICLE 34

INCLEMENT WEATHER POLICY

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

- A. An employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- B. The employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available.
- C. A full-time employee who is ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Day that would normally accrue to him/her within a ninety (90) day period of time.
- D. Employees who terminate their County employment and who are ineligible for Annual Leave and/or Sick Leave usage, and who receive compensation under this policy, shall have such compensation deducted from any accumulated and withheld monies due them at time of termination.

ARTICLE 35

COST OF LIVING ALLOWANCE (COLA)

- A. For the year 1995, a cost-of-living-allowance (COLA) of twenty cents (\$.20) per hour will be paid for each credited payroll hour paid.  
  
Payments will be made quarterly, by separate check, no later than thirty-five (35) days following the last day of the previous quarter of a year.
- B. Effective April 1, 1996, cost-of-living-allowance (COLA) will be eliminated and \$.20 per hour will be folded into all steps of all classifications.

ARTICLE 36

SALARY SCHEDULE

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

ARTICLE 37

TRAINING PROGRAM

- A. Effective January 30, 1987, the County initiated a training program for bargaining unit members. During working hours, there shall be two (2) to four (4) in-house training sessions conducted each year. After six (6) months, the Parties shall meet to discuss the program and to evaluate its success.



- B. The Parties agree that training provided to employees pursuant to Article 37, Training Program, shall be provided so that one-half of the training session is conducted during working hours. The remaining one-half of the training session shall be conducted during the employees' personal time.

The Parties further agree that the training shall be conducted at the Macomb County Service Center area and that the employees participating in training will be available to return to work if required.

#### ARTICLE 38

##### UNIFORM ALLOWANCE

The County shall provide, to each employee, five (5) shirts and five (5) pairs of trousers on an annual basis. Employees will receive their uniform allowance on or before March 1st of every year.

#### ARTICLE 39

##### EYE PROTECTION EQUIPMENT

The Employer will provide eye protection in the form of welding hoods, safety glasses and/or goggles, which shall be worn by employees covered by this Agreement while performing tasks in any area that could possibly cause sparks, material chips, airborne debris and/or foreign matter that might result in eye damage.

#### ARTICLE 40

##### REIMBURSEMENT ACCOUNT PROGRAM

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

#### ARTICLE 41

##### TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 1996.
- B. If either party desires to terminate this Agreement, it shall, no less than ninety (90) days nor more than one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to timely notice of termination by either party in subsequent year(s) of an extended Agreement.
- C. If either party desires to modify or change this Agreement, it shall, no less than ninety (90) days nor more than one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this

Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

- D. 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 24270 West Seven Mile Road, Detroit, Michigan 48219; if said notice is made to the County, it shall be sent to the Macomb County Personnel - Labor Relations Director, County Building, 10 N. Main Street, Mount Clemens, Michigan, 48043; address changes shall be made available to the other party, where applicable.
- E. 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.
- F. 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 or her office.

IN WITNESS WHEREOF, the County of Macomb and its Board of County Commissioners, by its Personnel - Labor Relations Director, and representatives of the International Union of Operating Engineers, Local Union #547, on behalf of its represented employees, hereby cause this Agreement and Appendices to be executed.

FOR THE UNION:

Rip Selover  
Jennifer L. Medear  
David Jones

FOR THE EMPLOYER:

William M. Small

Dated: 10/02/96

APPENDIX A  
SALARY SCHEDULE

January 1, 1995

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Licensed Boiler Operator, Refrigeration Maintenance First Class	\$16.87	\$17.20
Licensed Boiler Operator, Refrigeration Maintenance Third Class	\$14.60	\$15.06
Licensed Boiler Operator, Maintenance	\$14.08	\$14.51

The employee working in the classification of Licensed Boiler Operator, Refrigeration Maintenance First Class who is appointed to assume the additional responsibilities of Foreman, will receive an additional seventy-five cents (\$.75) per hour for performance of Foreman duties.

APPENDIX A  
SALARY SCHEDULE

January 1, 1996

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Licensed Boiler Operator, Refrigeration Maintenance First Class	\$17.39	\$17.73
Licensed Boiler Operator, Refrigeration Maintenance Third Class	\$15.02	\$15.49
Licensed Boiler Operator, Maintenance	\$14.48	\$14.92

The employee working in the classification of Licensed Boiler Operator, Refrigeration Maintenance First Class who is appointed to assume the additional responsibilities of Foreman, will receive an additional seventy-five cents (\$.75) per hour for performance of Foreman duties.

APPENDIX A  
SALARY SCHEDULE

April 1, 1996

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Licensed Boiler Operator, Refrigeration Maintenance First Class	\$17.59	\$17.93
Licensed Boiler Operator, Refrigeration Maintenance Third Class	\$15.22	\$15.69
Licensed Boiler Operator, Maintenance	\$14.68	\$15.12

The employee working in the classification of Licensed Boiler Operator, Refrigeration Maintenance First Class who is appointed to assume the additional responsibilities of Foreman, will receive an additional seventy-five cents (\$.75) per hour for performance of Foreman duties.

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6632

Extension 12/31/99

**AGREEMENT**

between

**COUNTY OF MACOMB**

and

**LICENSED BOILER OPERATORS**

represented by

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547**

*Macomb County*

January 1, 1995  
through  
December 31, 1996

Extended through  
December 31, 1999

2000

LETTER OF ADDENDUM

between

COUNTY OF MACOMB

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547

The existing Collective Bargaining Agreement between the parties is due to expire on December 31, 1996. It is in the best interests of the parties to extend this Agreement through December 31, 1999.

Accordingly, the parties now agree to the following:

The terms and conditions of the 1994-96 Collective Bargaining Agreement shall be extended unchanged, except that wages are to be adjusted for 1997, 1998 and 1999:

01-01-97:	3.0%, across-the-board
01-01-98:	3.25%, across-the-board
01-01-99:	3.25%, across-the-board

FOR THE UNION:

Daniel O'Rourke

FOR THE COUNTY:

William M. J. J. J.

Dated: 12-20-96



APPENDIX A

SALARY SCHEDULE

	January 1, 1997		January 1, 1998		January 1, 1999	
	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Licensed Boiler Operator, Refrigeration Maintenance First Class	\$18.12	\$18.47	\$18.71	\$19.07	\$19.32	\$19.69
Licensed Boiler Operator, Refrigeration Maintenance Third Class	\$15.68	\$16.16	\$16.19	\$16.69	\$16.72	\$17.23
Licensed Boiler Operator, Maintenance	\$15.12	\$15.57	\$15.61	\$16.08	\$16.12	\$16.60

The employee working in the classification of Licensed Boiler Operator, Refrigeration Maintenance First Class who is appointed to assume the additional responsibilities of Foreman, will receive an additional seventy-five cents (\$.75) per hour for performance of Foreman duties.

