

12/31/94

AGREEMENT

between

42ND DISTRICT COURT

and

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Macomb County

January 1, 1992
through
December 31, 1994

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AGREEMENT

This Agreement is entered into on the 1st day of January, 1992 between the 42nd District Court (Division I and Division II), hereinafter referred to as the Employer, and the Michigan Association of Public Employees (MAPE), hereinafter referred to as the Union.

ARTICLE 1

PURPOSE AND INTENT

- A. 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.
- B. 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.
- C. 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 2

NON-DISCRIMINATION

The Parties agree that the provisions of this Agreement shall apply equally to all employees regardless of age, race, color, sex, creed, national origin or union affiliation.

ARTICLE 3

RECOGNITION
42nd DISTRICT COURT
DIVISION I AND DIVISION II

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 wages, hours and conditions of employment for the term of this Agreement for all employees described in MERC Case No. R85 J-256.

ARTICLE 4

NO STRIKE

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 5

DEDUCTION OF DUES

Employees who are represented by the bargaining unit may authorize the Employer to pay their service fees or dues to the Union and to deduct the amount of the dues or service fees from the second pay of each month. Upon receipt of written authorization, the Director of Finance shall make the deduction at the next pay period designated for this purpose. Dues and service fees shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the Union Treasurer in one payment. Members of the bargaining unit laid off shall have their dues or service fees automatically deducted upon return to employment with the Employer without signing another written authorization.

ARTICLE 6

AGENCY SHOP

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

- A. Service Fee: Present employees covered by this Agreement shall, as a condition of employment, either become members of the Union or pay the equivalent of the Union regular monthly dues, referred to as a service fee, to the Union for the duration of this agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of the Agreement.
- B. Employees hired, rehired, reinstated, demoted or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall, as a condition of continued employment, become members of the Union, or pay the equivalent of the Union regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.
- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues and assessments uniformly required of a member or service charge shall be deemed to meet the conditions of this Article.
- D. Save Harmless: The Union will protect, defend, and save harmless the Employer and the County from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article 6, Agency Shop, of this Agreement, including but not limited to, costs of litigation, attorney fees and judgments, if any.

ARTICLE 7

REPRESENTATION

- A. The Union shall notify the Employer in writing of the names of the officers and stewards of the local.
- B. Stewards And Alternate Stewards: Employees in the bargaining unit may be represented by one steward on each shift. In the absence of the steward, an alternate may be appointed by the local President.

- C. Stewards shall be permitted a maximum of one (1) 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 his/her immediate department head or designee. Prior notice must be given to the immediate supervisor before leaving his/her work station.
- D. The local Union President, or in his/her absence the local Union Vice-President, shall be permitted a maximum of two (2) hours per day during his/her working hours, without loss of time or pay for the purpose of investigating and presenting grievances to the Employer that have been referred to the President. A greater period of time may be permitted by authorization from his/her immediate department head or designee. Prior notice must be given to the immediate supervisor before leaving his/her work station.
- E. In addition to the four (4) elected officers of the Union, the Employer agrees to recognize Union Stewards based on the following:
 - 1. 42nd District Court - Division I - one (1) Steward
 - 2. 42nd District Court - Division II - one (1) Steward
- F. Bargaining Committee: The Bargaining Committee shall be comprised of the Union President and no more than four (4) employee representatives. MAPE shall be allowed to send a staff member to the bargaining sessions.

The Parties agree that they will review the number of employee representatives if the number of MAPE represented employees significantly changes.

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 twenty (20) days after occurrence of alleged grievance as follows:
 - 1. STEP 1: VERBAL - IMMEDIATE SUPERVISOR: The employee shall first discuss a grievance with his/her immediate supervisor. A Steward may be present at this meeting. The immediate supervisor shall give a verbal answer within five (5) days of such discussion.
 - 2. STEP 2: WRITTEN - DEPARTMENT HEAD: If the grievance is not settled at the verbal step, the Union, through its legal representatives, shall reduce the grievance to writing and present it to the Department Head, within ten (10) days after the receipt of the verbal answer. A meeting shall be held between the Parties unless mutually waived in writing. Within ten (10) days after the completion of the meeting, or the waiver thereof, the Department Head shall give a written answer.
 - 3. STEP 3: DIRECTOR OF PERSONNEL-LABOR RELATIONS: In the event such grievance is not satisfactorily adjusted in Step 2, such grievance may then be submitted by the Union to the Director of the Personnel-Labor Relations Department with a courtesy copy for the Department Head, within ten (10) days after the Department Head's written response has been received by the Steward.

- a. The Director shall arrange a meeting between the local Union President and his/her Representative, the Grievant, MAPE Staff and the Employer, within twenty (20) days after receipt of said grievance.
 - b. The decision of the Director shall be given in writing on the grievance within ten (10) days after said meeting.
 - c. If the Union does not accept the decision of the Personnel-Labor Relations Director in Step 3, the Union may review the matter and, within thirty (30) days of said Step 3 decision, the Union may submit the grievance to the Pre-Arbitration Appeal Board.
4. STEP 4: THE PRE-ARBITRATION APPEAL BOARD shall be composed of two (2) representatives of the Union, one of which is a MAPE Staff Member, and two (2) representatives of the Employer.
- a. If the grievance is submitted for a Pre-Arbitration Appeal Board, the Union and the Employer shall prepare a record which shall consist of the original written grievance, all written answers to the grievance and all such other written records, as may be appropriate. These shall be forwarded to each side. The Union shall provide a written notice that the Employer's decision with respect to that grievance is not acceptable. The written notice shall contain the names of the Union members of the Pre-Arbitration Appeal Board. The Employer's designated representative shall, within five (5) days, give written notice to the Union of the names of the Employer members of the Pre-Arbitration Appeal Board.
 - b. The Parties shall arrange for a meeting or meetings to discuss the particular grievance. If the Parties mutually agree to resolve the grievance, it shall cause its disposition to be reduced to writing; it shall be signed by all members of the Pre-Arbitration Appeal Board and become final. The Pre-Arbitration Appeal Board shall have thirty (30) days from the Pre-Arbitration Appeal Board's final meeting to make a final answer. If the members are unable to resolve the matter, the Pre-Arbitration Appeal Board shall sign a statement that it is unable to resolve the grievance and only the issues raised by the Parties during the grievance process may be used at the arbitration hearing.
5. STEP 5: ARBITRATION: If the grievance is not satisfactorily settled in the Pre-Arbitration hearing, MAPE has thirty (30) days from the final answer in Pre-Arbitration to file for arbitration, by sending a letter to the Director of Personnel-Labor Relations. If MAPE fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.
- a. Selection Of The Arbitrator: Within ten (10) days of the receipt of written demand for arbitration, the moving party shall notify one of the arbitrators from the permanent roster of arbitrators who are listed in a Letter of Understanding which is attached to this Agreement. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.

- b. The Parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time, to hear a case (extended period of time shall mean three (3) months or longer). The Parties may move to the next arbitrator listed.
- c. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
- d. Any arbitrator on the list may be removed from the list unilaterally by either Party during the life of the Agreement by written notice to the other party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after receipt of such notice, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.

C. Authority Of The Arbitrator:

1. 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.
2. 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 16, B, Rates for New Jobs.
3. 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 award or recommendation on the merits of the grievance.
4. 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 the County, 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.
5. The arbitrator shall be without power to award a retroactive pay adjustment in a like or analogous situation since the award is not a binding precedent.
6. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
7. 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.

8. The fees and approved expenses of an arbitrator will be paid by the losing party. 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.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.
2. 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.
3. 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 for personal services that such employee may have received, from any source during the period in question.
4. 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 in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.
5. Nothing contained herein shall be intended to abrogate an employee's right to discuss normal, customary administrative situations with his/her immediate supervisor. However, if the employee deems a situation sufficiently worthy as a basis of complaint, the procedure hereinbefore set forth shall be followed.
6. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.
7. Time limits may be extended or shortened by mutual written consent of the Parties.
8. All references to days as they pertain to the grievance procedure shall mean working days, ie., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
9. 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.

ARTICLE 9

SPECIAL CONFERENCES

- A. Special Conferences mutually agreed upon, will be arranged between the Unit President or designee, and the Personnel-Labor Relations Director or designated representative, for purposes of discussion of important matters. Such meetings shall be between at least two (2) but no more than four (4) representatives of the Employer and at least two (2) but no more than four (4) representatives of the Union. Written arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences.
- B. Special Conferences called to discuss disciplinary actions or measures shall freeze any and all time limits in the grievance procedure.

ARTICLE 10

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 and results of said Union Elections.
 - 3. 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 11

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 restricted 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. Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. 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 provision 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.

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. MAPE shall have the sole right to take a suspension and/or discharge as a grievance at the third step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.

ARTICLE 12

PROBATIONARY PERIOD

- A. Probationary Period For New Employees: There shall be a probationary period for all newly hired employees, during which time, said employees must serve on the job to determine their ability to perform duties assigned to them. Anytime during this period the Employer may dismiss the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement, as such recourse relates to the dismissal.

The following classifications have a ninety (90) day probationary period:

<u>Department</u>	<u>Classification</u>
42nd District Court Division I & II	Deputy Court Clerk I Deputy Court Clerk II Court Officer Court Recorder

- B. Probationary Period For Promoted Employees: An employee with regular status promoted to a higher classification shall have a period of ninety (90) days trial in the new position to prove that he/she has the ability to handle the requirements of the position. If he/she is not capable of fulfilling the requirements, he/she may be demoted to his/her previous classification without prejudice. Such employee will have the option of returning to his/her previous classification, without prejudice, during the first thirty (30) days of the ninety (90) day trial period referenced herein. If such employee has exercised his/her option of returning to his/her previous classification, such employee shall not be entitled to apply for any other promotions for one (1) year from the time he/she returned to his/her former classification.

ARTICLE 13

SENIORITY

- A. Seniority is defined as follows:

1. Departmental seniority for employees in departments covered by the bargaining unit shall commence after an employee successfully completes his/her probationary period in such 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.

- a. 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.
- b. Department shall be defined as follows:

42nd District Court Division I = 1 Department
42nd District Court Division II = 1 Department

2. County Seniority: 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 leave of absence, the adjustment of the County seniority date and the subsequent accumulation of benefits.

B. Any employees with the same seniority date requiring the need of determination by seniority, shall be decided by the flip of a coin while both employees are present.

C. Seniority Lists: The Employer will furnish to the Union and shall post a seniority list once each year, during the month of July. This list will show the employee's name, department, classification, departmental seniority, and entry into employment date. The Union will be notified quarterly of any changes to the list.

D. The Employer will provide information to show additions and/or deletions of employees in classifications reflected in the Agreement between the Parties.

E. Loss Of Seniority: 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 exceptions shall be made by the Employer. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
4. He/she retires.
5. If the employee withdraws his/her contributions from the Macomb County Employees' Retirement Ordinance.
6. If he/she does not return to work when recalled from layoff. The recall rights are as spelled out in this Agreement between the Parties.

7. Failure to return from sick leave and leaves of absence will be treated the same as Section E.3, above.

ARTICLE 14

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 15

OVERTIME

- 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 shall be considered as work time for purpose of this Article.

- B. Overtime Pay (7 1/2 Hour Per Day Employees): Overtime work scheduled and authorized by the Department Head shall be paid at the rate of time and one-half (1 1/2) for work in excess of seven and one-half (7 1/2) hours per day or in case of emergency at times other than the normal scheduled shift, providing such overtime work is scheduled and authorized by the Department Head.

ARTICLE 16

PROCEDURE FOR RECLASSIFICATION

- A. If in the opinion of an employee, he/she is regularly working out of his/her classification and/or, the duties and responsibilities have evolved to a state that the classification that the employee currently holds is not reflective of the current job duties, then the employee may apply for a reclassification as follows:

1. The employee shall make a request for reclassification, in writing to the Chief Judge or his/her designee with copies to the Union and to the Personnel-Labor Relations Department. Contained in the written request must be the following:

The current classification that the employee holds and the classification to which the employee feels he/she is entitled. All supporting documents and reasons as to why the employee feels that the new classification is warranted.

2. Upon receipt of the request and subsequent investigation by the Department of Personnel-Labor Relations, a meeting will be scheduled within forty-five (45) working days. Present at this meeting shall be representatives from MAPE, the employee requesting the reclassification, the Chief Judge and/or his/her designee, and representative from Personnel-Labor Relations. After review of the file and the meeting, the Personnel-Labor Relations Director will state in conjunction with the Chief Judge or his/her designee the recommendation in writing to the employee and to the Union.

There shall be no appeal to the Grievance Procedure except in a circumstance when the Employer fails to schedule the above referenced meeting within the specified time limits. Any grievance subject to this procedure shall be processed at Step 3 of the Grievance Procedure.

- B. 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 with the rate structure established by the Employer, the Union shall have the right to submit the matter to the Grievance Procedure at the Second Step.

ARTICLE 17

PROMOTIONS

- A. Promotions to a higher classification shall be based on qualifications, as determined by the Employer. If qualifications are determined to be equal, seniority shall then be given first consideration.
- B. The Employer shall post all bargaining unit position openings which are to be filled on the union bulletin board in the affected department. Notice of said position openings shall also be sent to the Union President. Postings shall be made for ten (10) working days for all but entry-level openings. Entry-level openings shall be posted for five (5) working days. Posting periods may be shortened or eliminated by agreement of the Union President or designee.
- C. The notice of the position shall include such information as the classification, the department in which the opening exists, a general description of the duties to be performed and the name of the Employer contact person in the department where the position opening exists.
- D. Employees who are interested in applying for the opening shall give written notification to the contact person mentioned in the posting. Such notice must be received by the contact person no later than the end of the aforementioned ten (10) working day posting period.
- E. If any written tests are required for the position opening, employees interested in applying for such opening must have a passing score on file in the Personnel-Labor Relations Department prior to the ending of the posting period.

ARTICLE 18

LAYOFF

- A. Layoff means a reduction in the work force.
- B. If a layoff becomes necessary the following procedures will be mandatory:
 - 1. Layoffs, as required, shall be made within the affected classifications in the affected department.
 - 2. Such reduction will be made in the first instance, by terminating probationary employees in the affected classifications.
 - 3. If a further reduction in the 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 departments, i.e., last hired, first person laid off.

4. 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 the least senior employee in the affected classification in the affected department 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 the paragraph "Department Seniority Defined", of this Agreement.
 - b. Current ability to do the available work, meet the qualification 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.
 - 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.
- C. 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 opportunity for interview for hire into a like classification only, for which they qualify, when opportunity for such hire occurs in departments as listed in the Agreement between the Parties. Like classification is hereby defined as a classification in which the employee was employed at time of layoff, or a classification for which said employee is qualified by virtue of previous clerical test results.
- D. Employees so selected will then have seniority in the new department in accordance with provisions of "Seniority Defined", as outlined in the Agreement between the Parties. Such employees shall serve a thirty (30) day trial period, during which time the Employer may terminate the employee. Such termination by the Employer will not affect the former layoff or seniority status of the employee.
- E. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Local Union Secretary 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 19

RECALL

- A. When the working force is increased after a layoff, employees will be recalled according to seniority as listed under "Seniority Defined" herein. 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 Personnel Department, by Certified Mail. If the affected employee fails to report for work within ten (10) days from date of mailing of notice of recall, it shall be considered that he/she has voluntarily quit. Extension will be granted solely by the Employer, in proper cases.
- B. Recall rights for laid off employees will be limited to a period of one year or length of departmental seniority, as described in "Seniority Defined" whichever is longer and except for employees hired on or after January 1, 1983, who upon layoff shall have recall rights limited

to length of seniority, but in no event to exceed a period of eighteen months following date of such layoff. Upon expiration of either period, whichever is applicable, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

- C. Recall rights of affected employees covered by this Section will be limited to the following:
1. Employees who are selected for employment in a new department will, should subsequent layoff occur in that department, have an option of retaining recall rights within their previous classification in accordance with Recall Procedure as outlined in the Agreement between the Parties.
 2. If the employee does not exercise the option outlined in C.1 above, such employee shall be deemed to have chosen to retain recall rights in the department from which they were last laid off.
 3. Exercise of either option, C.1 or C.2, shall be chosen in writing at the time of subsequent layoff 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 Local Union President.

ARTICLE 20

SICK LEAVE

- A. Every full-time employee 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. 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 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. 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 full-time service, except in cases of injury incurred in the line of duty.

ARTICLE 21

ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, shall be paid for fifty percent (50%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.
- B. 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 22

FUNERAL LEAVE

Upon presentation of proper proof as required by the Employer, such as, but not limited to, newspaper death or obituary notices, the following Funeral 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. Immediate family shall be defined as follows: mother, father, current spouse, and children. Funeral 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, and sister. Upon request, an employee may use two (2) additional funeral leave days for the death of a relative listed in paragraph B. These two (2) additional Funeral Leave days will be chargeable to Sick Leave or Annual Leave.
- C. The employee will be granted three (3) Funeral Leave days chargeable to Sick Leave or Annual Leave for the death of one of the following: grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law, and sons-in-law of the employee or of the employee's current spouse.

ARTICLE 23

ANNUAL LEAVE (VACATION)

- A. Every full-time employee with less than five (5) consecutive years of service shall be entitled to Annual Leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. Additional Annual Leave shall be paid to every full-time employee with five (5) or more consecutive years of service according to the following schedule:

<u>Years of Consecutive Service Completed:</u>	<u>Days earned per Bi-Weekly Period:</u>	<u>Up to Maximum of:</u>
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

- C. 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-accumulated 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 may accumulate his/her respective annual leave days. In no event will such Annual Leave Bank exceed thirty (30) work days.
- D. Annual Leave days cannot be used by an employee until he/she has been on the payroll for thirteen (13) completed continuous pay periods.
- E. 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.
- 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 (1) 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 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 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.
- I. Split annual leaves may be granted only when due and proper notification has been given to the Department Head and with his/her approval.
- J. 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.
- K. The Employer shall make available annual leave schedules and request employees to turn in their annual leave preferences by April 1st of each year during the term of the Agreement, and annual leave shall be scheduled in accordance with seniority, with the most senior employee having the first preference on annual leaves, all in keeping with the needs of the Department and shift staffing requirements. Requests for annual leave time received after April 1st 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 1st as possible, and shall be updated on a continual basis.
- L. 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, with the approval of the Department Head. Holidays referred to are

as specified in the holiday benefit provision in the Agreement between the Parties.

ARTICLE 24

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. MAPE Life Insurance Program: According to the policy which is to be provided by MAPE, effective July 1, 1987, coverage shall include a death benefit of \$12,500 for the employee and \$1,500 for spouse and dependent(s).

The Employer shall pay an amount limited to a maximum of three dollars (\$3.00) per month, per employee toward the premium of such coverage.

- 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 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. 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.

- c. Effective August 1, 1987, 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.

- d. Effective August 1, 1987, 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. Effective August 1, 1987, 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. Effective August 1, 1987, the Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no Employer-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 seven hundred fifty dollars (\$750) each year for every year that the spouse or parent has coverage. Payments of three hundred seventy-five dollars (\$375) will be made semi-annually, in June and December to each employee who has not been on any Employer-sponsored health care program for six (6) months, except that payments will be prorated to meet the dates the employee first participates and/or ends participation in this program.

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 seven hundred fifty dollars (\$750) annual payment.

Employees, whose spouse's or parents' health care plans cease to cover the employee, shall be allowed to enroll in an Employer-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 an Employer-sponsored plan immediately, subject to the appropriate health insurance carrier's implementation.

- 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. 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 with ML Rider, or its substantial equivalence.
 - c. Prescription Drug Rider (PDR): Except for the provisions of Section B, 2.j of this Article, 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) Employees who retired prior to April 1, 1973, are ineligible for this Employer paid PDR coverage. In the event they are eligible to participate in said coverage, it shall be at the employee's own choice and expense.
- 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 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.
- 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. Effective August 1, 1987, 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. Effective August 1, 1987, 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. Effective August 1, 1987, the Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no Employer-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 seven hundred fifty

dollars (\$750) each year for every year that the spouse has coverage. Payments of three hundred seventy-five dollars (\$375) will be made semi-annually, in June and December, to each retiree who has not been on any Employer-sponsored health care program for six (6) months, except that the payments will be prorated to meet the dates the retiree first participates and/or ends participation in the program.

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 seven hundred fifty dollar (\$750) annual payment.

Retirees whose spouse's health care plans cease to cover the retiree, shall be allowed to enroll in an Employer-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 an Employer-sponsored plan immediately, subject to the appropriate health insurance carrier's implementation.

- j. For employees who retire on or after August 1, 1987, the Prescription Drug Rider (PDR) coverage shall be limited to the \$5.00 Co-Pay Rider.

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. Retirees: Effective as soon as possible after ratification of this Agreement, 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 Employer'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 \$800.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.
2. Waiting Period: Employees who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

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 25

WORKER'S COMPENSATION DISABILITY

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:

- 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 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 week from the date of injury. The report shall be made upon the form furnished by the County of Macomb.
- 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 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 14, 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 without restrictions.
- H. Disability compensation shall be made to an 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 Employer 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 Employer supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The Employer's 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H.1 and H.2) exceed 104 weeks.
 3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the 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 32, Retirement System and the Macomb County Employees' Retirement Ordinance.
 4. Any Sick or Annual Leave earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

ARTICLE 26

MILEAGE

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

ARTICLE 27

LONGEVITY

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

- A. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- B. The basis of longevity compensation is as follows:
 - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
 - 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this 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 \$19,000, 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 nineteen thousand dollars (\$19,000); effective January 1, 1992.

<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 OF \$19,000 FOR 1992</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 the 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. Computations of longevity compensation shall be made by the Employer and paid upon approval thereof by the Finance Committee of the Macomb County Board of Commissioners.
- H. 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.

ARTICLE 28

HOLIDAY PAY

- A. The designated holidays are:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
One-half (1/2) day Good Friday	Labor Day
Independence Day	Veteran's Day
Columbus Day	Thanksgiving Day

The day AFTER Thanksgiving December 24th
Christmas Day December 31st
Floating Holiday and, General Election Day in EVEN numbered years

- B. Employees covered by this Agreement who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designed 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 considered 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. In order to qualify for holiday pay the employee must work his/her regularly scheduled day before and the regularly scheduled day after the holiday unless the employee is on approved leave or is excused. Excuse shall be by medical certificate and/or Department Head approval, provided the foregoing excuse provisions related to qualifications for holiday pay shall not apply to employees on sick leave or Worker's Compensation Benefits, if sick leave and/or Worker's Compensation Benefits are in effect prior to the beginning of the current pay period in which the holiday falls.

ARTICLE 29

SALARY SCHEDULE

See Salary Schedule attached to the Agreement.

ARTICLE 30

EMPLOYEES - SALARIES - TEMPORARY ASSIGNMENT

- A. New Employees: A new employee is to be started at the minimum salary based upon the applicable hourly rate, designated for the position to be used; provided, however, upon consultation between the Department Head and the Finance Director, the employee, if he or she has had previous experience in work similar to the type of work to be performed for the County, may be given credit for one-half (1/2) of such experience and the minimum salary may be increased on the basis of increments allowed if said employee had been employed by the County. In no case, however, shall the starting salary be in excess of one half (1/2) of the total increments allowed in the salary range. If the Department Head is desirous of allowing a

greater starting salary than set forth above, it must be approved by the Chairman of the Board of Commissioners, Chairman of the Budget Committee, the Finance Director and the Personnel-Labor Relations Director.

- B. Salary Increments: After employment, each employee will be entitled to one normal increment after thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Department Head before becoming effective, providing any disapproval of an increment by a Department Head shall be set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Personnel-Labor Relations Director.
- C. Temporary Assignment: A regular employee temporarily assigned to a higher job classification for a period in excess of five (5) continuous working days will receive the minimum rate of the higher classification or one (1) increment added to his/her current salary, whichever is greater, and increments shall continue to be paid every six (6) months until the maximum salary for the temporary assignment is reached. Such temporary assignment must be authorized in writing by the Department Head before salary adjustment is made.

ARTICLE 31

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. The County of Macomb will provide a jury pay supplement to make up any difference between Jury duty earnings and the employee's normal pay check upon presentation to the Employer, of a written statement of jury duty earnings from the proper court official.

ARTICLE 32

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 employee's contributions will be furnished to the employees.
- B. Effective July 1, 1989, Section 37(b) of the Macomb County Employees' Retirement Ordinance is amended for employees covered by this Agreement, to provide that the pension multiplier will be 2.1% and the County pension shall not exceed 63%. The employees' contribution to the retirement system will be 2.5% of their compensation received from and after the foregoing date.
- C. Annuity Withdrawal: Effective January 1, 1988, any employee covered by this Agreement who retires on or after January 1, 1988, pursuant to Sections 24, 25, or 31 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.

- D. Purchase Of Military Service Credits: Effective January 1, 1988, members who wish to purchase military service credits as provided in the Macomb County Employees' Retirement Ordinance (being Section 52 of such Ordinance) shall be allowed to purchase said credits through payroll deduction. Member, who chooses the payroll deduction 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 52, 5. a) and b) of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

- E. 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. 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.

- F. Deferred Retirement Allowance: Effective as soon as possible after ratification of this Agreement, in the event a bargaining unit member, who has eight (8) 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 ninety (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.

ARTICLE 33

COST-OF-LIVING-ALLOWANCE (COLA)

- A. The Parties have agreed to the reintroduction of a cost-of-living-allowance (COLA) for bargaining unit members commencing in the last quarter of 1991. To be eligible, members must have been employed for the entire last quarter of 1991. The first payment will be made in January of 1992 and shall be limited to sixty-two dollars and five cents (\$62.05) per employee.
- B. Effective January 1, 1992, and for every quarter during the term of this Agreement, a quarterly cost-of-living allowance (COLA) of twenty cents (\$.20) per hour maximum will be paid for each credited payroll hour scheduled.
- C. Payment will be made quarterly, by separate check, no later than thirty-five (35) calendar days, following the last day of the previous quarter.

ARTICLE 34

SNOW DAY POLICY

Compensation for employees unable to report for work because of severe snow storms will be provided for as follows:

- A. Employees may chose to deduct one day from their accumulated Annual Leave Bank or,
- B. Employees may choose to use their personal business leave days from their accumulated Sick Leave Bank, if available.
- C. Employees who are ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Business Day(s) normally accruing to them 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

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 reason
- Personal illness/injury

b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:

- Military Service
- 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 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. The Personnel-Labor Relations Director will review and either approve or deny the requested leave of absence, 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.
 - (3) Anticipated date of return to work.
 - (4) Physician's signature.
 - (5) Physician's name, address, and telephone number.
 - c. 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.
 - d. 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.
 - e. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate, or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform normally assigned duties and functions. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.
2. Illness/injury of a member of the employee's immediate family:
- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. 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 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 36

MANAGEMENT RIGHTS

- A. The Employer retains and shall have the sole and exclusive right and authority to manage and operate its affairs, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the Employer; to assign employees to shifts in order to adequately staff shifts with experienced personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the type and scope of services to be furnished, and the type of facilities to be operated; to determine the methods, procedures and services to be provided.

- B. The Employer, in addition to the rights set forth in paragraph A above, shall have the right to hire, promote, assign, transfer, discipline up to and including discharge, layoff and recall; to establish schedules of work for employees, to establish fair and reasonable work rules, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.
- C. The Employer retains and shall have the sole and exclusive right to administer, without limitation, implied or otherwise, all matters not specifically and expressly covered by the provisions of paragraph B of this Article, except as otherwise provided in this Agreement.

ARTICLE 37

WAGE REOPENER

- A. Between November 15, 1992 and December 15, 1992, and again between November 15, 1993, and December 15, 1993, either Party may notify the other in writing of its desire to reopen this Agreement, provided such reopener shall be limited to the discussion of base wages only. Upon such notice being given, the duly authorized representatives of the Parties shall meet for the purpose of negotiating with respect to said matter. All other provisions of this Agreement shall remain in full force and effect during the conduct of negotiating a wage rate for the subsequent year. Except that it is expressly understood that in the event of a reopening, neither Party shall have the right to submit the issue of base wage rates to the grievance procedure (including arbitration). It is also expressly understood that the provisions of Article 4 (No Strike) shall continue in full force and effect in the event of a reopening.
- B. It is specifically understood and agreed by the Parties that in the event of a timely reopening of this Agreement, only the base wage rates contained in the Salary Schedule, shall be a subject of discussion and neither side shall make proposals of revision of any other Agreement Article, Clause, Section, Appendix, Attachment or Understanding, written or oral, and if either Party makes such a proposal(s) the other Party shall not be obligated to bargain on such proposal(s).
- C. The Employer agrees that it will not ask for a reduction in the 1992 base wage level during the 1993 wage reopening period. The Employer also agrees that it will not ask for a reduction in the 1993 base wage level during the 1994 wage reopening period.

ARTICLE 38

TERMINATION AND/OR MODIFICATION

- A. This Agreement shall be and continue in full force and effect until December 31, 1994.
- B. If either Party desires to terminate this Agreement it shall, ninety (90) 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 notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either Party on ninety (90) days written notice prior to the current year's termination date.
- C. If either Party desires to modify or change this Agreement, it shall, ninety (90) 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 And/Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed to MAPE, 24300 Southfield Road, Suite 100, Southfield, Michigan 48075, or, if to the Employer, addressed to the Director, Personnel-labor Relations, Macomb County Building, Mt. Clemens, Michigan 48043, or to any such address as the Union or the Employer may make available to each other.
- 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.
- G. IN WITNESS WHEREOF, the 42nd DISTRICT COURT (Division I and Division II), has caused the foregoing Agreement to be executed by the Presiding Judge of the 42nd District Court and The Michigan Association of Public Employees (MAPE), on behalf of the employees as noted herein, has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

FOR THE MICHIGAN ASSOCIATION
OF PUBLIC EMPLOYEES (MAPE):

Shirley Butler
Brian G. Fuchs

FOR THE 42ND DISTRICT COURT:

William M. J. [Signature]

DATED: 4-12-94

LETTER OF UNDERSTANDING

Panel of Arbitrators

The Parties agree that the following arbitrators shall serve on the panel of grievance arbitrators as per Article 8, Grievance Procedure.

1. Mario Chiesa
2. David Borland
3. Sol Elkin
4. Ruth Kahn
5. Mark Glazer

FOR THE EMPLOYER

William M. Zisch

Dated: 4-12-94

FOR THE MICHIGAN ASSOCIATION
OF PUBLIC EMPLOYEES (MAPE)

Warlene Butler

Brian G. Fuchs

Letter of Understanding
between
Michigan Association of Public Employees
and the
County of Macomb

In 1993, and again in 1994, the Employer shall provide to all members of the Michigan Association of Public Employees, any percentage wage change negotiated pursuant to Article _____, Wage Reopener. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a percentage wage increase which exceeds that negotiated by the Michigan Association of Public Employees in 1993, and subsequently in 1994, the Employer shall provide an additional wage increase to the members of the Michigan Association of Public Employees so that Michigan Association of Public Employees members receive a percentage wage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1 of each subsequent year.

For the County:

For the Association:

Cheryl Perry - 6-2-92
Date

Travis H. Parks 6-2-92
Date

Date

MAPE-DISTRICT COURT
 SCHEDULE OF WAGES
JANUARY 1, 1992

<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>MAXIMUM</u>
COURT OFFICER	18,598.14	19,145.14	19,692.15	20,239.15	20,786.15	21,333.17	21,880.17	21,880.17
COURT RECORDER	21,825.92	22,467.87	23,109.80	23,751.75	24,393.68	25,035.63	25,677.56	25,677.56
DEPUTY COURT CLERK I	19,044.03	19,588.15	20,132.26	20,676.38	21,220.49	21,764.61	21,764.61	21,764.61
DEPUTY COURT CLERK II	19,388.45	19,958.69	20,528.94	21,099.19	21,669.44	22,239.69	22,809.94	22,809.94

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Letter of Understanding
between
Michigan Association of Public Employees
and the
County of Macomb

In 1993, and again in 1994, the Employer shall provide to all members of the Michigan Association of Public Employees, any percentage wage change negotiated pursuant to Article _____, Wage Reopener. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a percentage wage increase which exceeds that negotiated by the Michigan Association of Public Employees in 1993, and subsequently in 1994, the Employer shall provide an additional wage increase to the members of the Michigan Association of Public Employees so that Michigan Association of Public Employees members receive a percentage wage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1 of each subsequent year.

For the County:

For the Association:

Cheryl Perry - 02-92
Date

Travis R. Cook 6-2-92
Date

Date