

12/31/94

AGREEMENT

between

COUNTY OF MACOMB, 16TH JUDICIAL CIRCUIT COURT AND  
MACOMB COUNTY PROBATE COURT

and

TEAMSTERS LOCAL 214

representing

COURT REPORTERS

*Macomb County*

January 1, 1991  
through  
December 31, 1994

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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1991 - 1992 - 1993 - 1994

AGREEMENT

MACOMB COUNTY CIRCUIT AND PROBATE COURT REPORTERS

THIS AGREEMENT entered into on the 1st day of January 1991, between the COUNTY OF MACOMB, and the Circuit and Probate Courts, hereinafter referred to as the Employer, and TEAMSTERS - LOCAL #214, Chauffeurs, Warehousemen and Helpers of America, on behalf of Circuit and Probate Court Reporters ONLY, excluding all other employees hereinafter referred to as employee and Union.

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

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

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

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

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

ARTICLE 1

RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described above, provided it is agreed and understood that the County of Macomb does not, by entering into this Agreement, purport to assume control or exercise jurisdiction in those areas where Statutory and Constitutional powers have been exclusively vested in County or State elected or appointed officials.

ARTICLE 2

DEDUCTION OF UNION DUES AND/OR SERVICE FEES

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

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

AUTHORIZATION FOR DEDUCTIONS OF UNION DUES AND/OR SERVICE FEES

I, \_\_\_\_\_, the undersigned, as an employee of the County of Macomb, in the Department and Unit of \_\_\_\_\_ do hereby request and authorize the County of Macomb to deduct the following sums of money from my earnings, once each month from the second pay of the month and do so each month thereafter: \_\_\_\_\_ and to pay same to \_\_\_\_\_ for initiation fees, dues and/or service fees, as the representative for all employees in the above Unit. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated or until thirty (30) days prior to the expiration of this contract, during which thirty (30) day period the undersigned shall have the right to revoke, alter or amend the above authorization, failing in which same shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Department or Unit (Circuit/Probate)

ARTICLE 3

MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE

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

- A. Employees covered by this Agreement at the time "Agency Shop" becomes effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time "Agency Shop" becomes effective shall be required to become members of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, for the duration of the Agreement. The time referred to herein will commence August 1, 1974.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of "Agency Shop" and covered by this Agreement, shall become members of the Union or pay an equivalent service fee to the Union.
- D. If the employee chooses not to exercise the Payroll Deduction for Union Dues and/or Service Fees, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required (and if not already a member), and the periodic dues uniformly required, shall be deemed to meet the conditions of this Article 3.

Employees who do not elect to become members of the Union, shall pay, in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Article 3.

- F. Employees shall be deemed to be in compliance with the meaning of this Article 3 if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- G. The Employer shall be notified in writing, by the Union, of any employee who is sixty (60) days in arrears in payments of membership dues or service fees.
- H. Failure of employees covered by this Agreement to comply with provisions of this Article, shall, at the conclusion of the grace period of sixty (60) days referred to in Section G above, and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such employee.

- I. Limit Of Employer's Liability: The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees as authorized by them, under the Payroll Deduction for Union Dues and/or Service Fees Provisions of this Agreement.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Article 2, Deduction Of Union Dues And/Or Service Fees and Article 3, Membership Dues Or Agency Shop Service Fee, of this Agreement.

#### ARTICLE 4

##### EMPLOYEES

- A. Regular Employee Defined: A regular employee is one who is hired to fill a full-time (budgeted) position which requires thirty (30) hours per week and designated as eligible for benefits.
- B. Working Hours And Overtime Policy: The working hours for all employees will be Monday through Friday, 8:30 a.m. - 5:00 p.m.

Compensatory time off for overtime work will be granted to employees and will be taken at times mutually agreed upon. Compensatory time off will be granted on a straight-time basis only.

- C. Physical Examination Of New Employees Or Employees Returning From Sick Leave Of Absence Or Extended Leave Of Absence: When deemed necessary, a physical examination may be required at the Employer's option and Employer's expense.

#### ARTICLE 5

##### HOLIDAY BENEFITS

- A. The designated holidays are:

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

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

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

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

## ARTICLE 6

### 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. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
  5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal Business days must be used within the calendar year earned.
- D. Any employee 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.
  - 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 pay periods of continuous full-time service, except in cases of injury incurred in the line of duty.

#### ARTICLE 7

#### 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 8

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, natural or legally adopted children of employee or current spouse. 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, sister. Upon request, an employee may use two (2) additional funeral leave days for the death of a relative listed in this paragraph. These two (2) additional funeral leave days will be chargeable to Sick Leave.
- C. The employee will be granted three (3) Funeral Leave days chargeable to Sick Leave for the death of one of the following: grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law and sons-in-law of the employee or of the employee's current spouse.

ARTICLE 9

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 A 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. Leave days may be accumulated to thirty (30) work days, except as hereinafter provided. 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.

Each employee's date of hire will be used to determine the "year subsequent" referred to above.

Failure to use accumulated annual leave in the year subsequent to year of earning, will result in loss of days so accumulated.

If the Department Head requires the services of employees referred to herein, and requests exception to this non-accumulation provision, the Department Head shall relay such request in writing to the Personnel-Labor Relations Director for approval, prior to granting the exception. In the event approval is granted, the affected employees may accumulate their respective annual leave days, not to exceed thirty (30) work days.

- D. Leave days cannot be used by an employee until they have been on the payroll for six (6) continuous months.
- 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 vacation leave at the rate of pay said employee received at the time of termination.
- F. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- G. 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 a vacation bank at the rate of one day for each month or part thereof spent in the Armed Service. Such leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- H. Vacation schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- I. Split vacations will be granted only when due and proper notification has been given to the Department Head and with his/her approval.

- J. "Department Head" is hereby defined as the individual in charge of and responsible for operation of the department as set forth and designated in the County Budget.
- K. Vacations 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.
- L. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head.
- M. When a holiday falls and is observed within an employee's scheduled vacation period, the vacation will be extended one or more days, or portion of a day, as applicable, continuous with the vacation. Holidays referred to are as specified in the holiday benefit provision of this Agreement.

ARTICLE 10

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 approved or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes.

7. An employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay.

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 normally be submitted at least thirty (30) days prior to the effective date of leave.
  - c. An employee while attending, pursuant to governmental orders, the two (2) week National Guard Training, is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority towards longevity, and to accumulate seniority towards retirement.

- d. An employee who goes on active military duty shall have re-employment rights as provided by State and Federal Statutes.
  - e. A probationary employee who enters the Armed Forces must complete his/her probationary period upon his/her return to County employment, and upon completing said probationary period, will be provided seniority equal to the time spent in the Armed Forces and the time spent in previous County service.
5. Personal Reasons:
- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
  - b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.

## ARTICLE 11

### INSURANCE BENEFITS

#### A. Life Insurance:

##### 1. Active Employees:

- a. Effective August 1, 1988, the Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit.
- b. Effective as soon as possible after ratification of this Agreement, the Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit Life Insurance. The amount of coverage shall be equal to one (1) time the employee's annual wage (rounded to the nearest thousand dollars) and based on the County's and the individual's combined level of coverage. The amount of life insurance shall be adjusted annually on January 1.
- c. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

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

#### B. Hospital-Medical Insurance:

1. Active Employees: The Employer shall provide fully-paid Blue Cross/Blue Shield Hospital-Medical coverage, or its substantial equivalence, to all regular employees and their eligible families on the following basis and coverage:

- a. Blue Cross/Blue Shield MVF1, and Master Medical coverage, ML Rider and OB Rider.
- b. 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, 1988, 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, 1988, 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, 1988, 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, 1988, the Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse or parent has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to each employee who has not been on any County-sponsored health care program for six (6) months.

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

Employees, whose spouse's or parents' health care plans cease to cover the employee, shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's or the parents' coverage has ceased. In such cases, the employee shall be allowed to enroll in a County-sponsored plan at the next billing period.
- g. The Employer shall pay for the employee and his/her spouse the full cost of Medicare premiums, as required by the Federal Insurance Contribution Act, a part of the Social Security Program, providing the employee is on the active payroll and further, employee and his/her spouse has properly applied for and receives such Medicare coverage.



2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage to the employee and the employee's spouse for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:
- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement, provided such employee shall retire on or after January 1, 1974. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible current spouse receives applicable retirement benefits following the death of the retiree.
  - b. Coverage shall be limited to Blue Cross/Blue Shield MVF1 Master Medical with ML Rider, or its substantial equivalence.
  - c. Prescription Drug Rider (PDR): Except for the provisions of Section B, 2j 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) Such PDR coverage shall be limited to the eligible employee ONLY, if the said employee retired on or after April 1, 1973, but prior to January 1, 1974.
    - (4) Such PDR coverage shall be extended to the current spouse of eligible employees, provided such employee retires on or after January 1, 1974.
    - (5) Employees who retire 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 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 employment 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 souse, 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, 1988, 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, 1988, 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, 1988, the Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

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

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

- j. For employees who retire on or after August 1, 1988, 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 County's annual open enrollment period.

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

1. Employees covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800.00 per year, per person, Dental Plan, with the Employer paying the premium for said coverage.
2. Waiting Period: Employees hired 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 12

### WORKERS'S COMPENSATION DISABILITY

An employee who has incurred bodily injury or illness 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 4, 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 13, 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 13

#### 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 January 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.

Effective as soon as possible after ratification of this Agreement, the employees' contribution to the retirement system will be increased by 0.50% to a total of 3.0% of their compensation received from and after the foregoing date. This increase of 0.50% in the employees' contribution is to reflect the additional benefit that is provided in paragraph G of this Article (Non-Duty Death Retirement Allowance For Surviving Spouse).

- C. Annuity Withdrawal: Effective January 1, 1989, any member 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 monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation 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, 1989, 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 option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchase, 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 Option: Effective as soon as possible after ratification of this Agreement, in the event a bargaining unit member, who has eight or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.

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

- G. Non-Duty Death Retirement Allowance For Surviving Spouse: Effective as soon as possible after ratification of this Agreement, any bargaining unit member who continues in the employ of the County for more than ten (10) years and has not nominated a beneficiary as provided in the Macomb County Employees' Retirement Ordinance, and (1) dies while in County employment and (2) leaves a SPOUSE, the SPOUSE shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the

day preceding the date of his/her death, notwithstanding that he/she might not have attained age 60 years, (2) elected Option A in Section 26 of the Macomb County Employees' Retirement Ordinance and (3) nominated his/her SPOUSE as beneficiary.

ARTICLE 14

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 eligible employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- B. The basis of longevity compensation is as follows:
  1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
  2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Agreement.
  3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or Leave of Absence Without Pay authorized by the Department Head or his/her designee and approved by the Personnel-Labor Relations Director; an approved Leave of Absence Without Pay shall not be considered in the accumulation of years of service for longevity compensation.
  4. Effective January 1, 1991, the compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary, not exceeding \$18,000 paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph B-1 provided.
  5. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000).

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

- C. Longevity payments may be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following 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, may receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision C-1 below.
1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. In no case shall less than ten (10) days of service rendered in a calendar month be credit as a month of service.
  2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
  3. An approved Leave of Absence Without Pay for reasons of personal illness/injury shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in 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.
- D. 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.
- E. 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 regulations and ordinances of the County of Macomb and other applicable statutes.
- F. Computations of longevity compensations shall be made by the Employer and paid upon approval thereof by the Finance Committee of the Macomb County Board of Commissioners.
- G. Payments to employees eligible as of October 31st of any year shall be due on December 10. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31st of the following year.
- H. The foregoing longevity compensation policy is subject to such changes, amendments and termination by the Macomb County Board of Commissioners as may be in the best interest of the County of Macomb, and the Budget Committee of the Board of Commissioners shall be charged with exclusive jurisdiction to resolve and interpret all provisions thereof and matters arising hereunder not specifically covered herein or of doubtful construction as to meaning.



ARTICLE 15

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 16

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

ARTICLE 17

JURY DUTY

- A. If an employee is called for jury duty, he/she shall provide his/her Supervisor with a copy, upon receipt of the official notice.

- B. If the employee serves on jury duty, the County of Macomb will provide a jury pay supplement to make up the difference between the jury duty earnings and his/her normal weekly paycheck upon his/her presentation to the Payroll Office of a written statement of his/her jury duty earnings from the proper court official.

#### ARTICLE 18

##### SPECIAL CONFERENCES

Special conferences mutually agreed upon, will be arranged between the Circuit Court Administrator and/or Probate Court Business Administrator, as applicable, or their designated representative, and the Unit Representative of the Union, for purposes of discussion of important matters. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested, and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by an official representative of the Union.

#### ARTICLE 19

##### LAYOFF/RECALL PROCEDURE - DISCIPLINE/DISCHARGE PROCEDURE SENIORITY, LOSS OF, PREFERENTIAL

- A. The word "layoff" means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off on a departmental basis. Seniority employees will be laid off according to seniority. In proper cases exceptions may be made as outlined in the Special Conference procedure of this Agreement.
- C. Seniority shall be lost for the following reasons:
1. He/she quits.
  2. If the Reporter is terminated for justifiable cause.
- D. The Employer shall not discharge, suspend, or otherwise discipline any Reporter without just cause. The Employer agrees that, in the event of a disciplinary layoff, the Steward representing the Reporter involved will be notified at the time such discipline is imposed.
1. It is important that complaints regarding unjust disciplinary actions, discharges, or suspensions be handled promptly through the Special Conference procedure as outlined in this Agreement.
  2. In the event that it shall be determined that a disciplinary action or discharge of any Reporter was without cause, the Reporter shall be reinstated unconditionally without loss of seniority and given back pay for the time lost.

## ARTICLE 20

### GRIEVANCE PROCEDURE FOR NON-DISCIPLINARY MATTERS

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

Step 1: The grievance shall be reduced to writing by the employee and presented to the Court Administrator or designee within said twenty (20) day period and request that the grievance be adjusted. The Court Administrator or designee will meet with the employee to discuss the grievance and will attempt to respond to said grievance within five (5) days of said meeting, but in no event more than ten (10) days after the grievance has been presented to the Court Administrator or designee.

Step 2: If the answer of the Court Administrator received in Step 1 is not satisfactory to the employee, the Union departmental representative, within five (5) days thereafter, shall submit notice of appeal to the Director of Personnel-Labor Relations.

The Director of Personnel-Labor Relations, the Court Administrator, affected employee and Union representative shall meet within thirty (30) working days after the submission of the grievance under Step 2. The Director of Personnel-Labor Relations shall give a written answer within ten (10) working days following the meeting. If this answer is not satisfactory to the employee, it shall be submitted within three (3) working days after receipt of the answer to Step 3.

Step 3:

1. If the decision of the Director, Personnel-Labor Relations referred to in Step 2 above is not acceptable to the Union, it may refer the grievance to the Union Staff Representative. The Representative will review the matter and may, within thirty (30) days after the decision referred to, appeal the grievance to the Appeal Board.
2. The Appeal Board shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer.
3. If the grievance is appealed to the Appeal Board, the Union shall prepare a record which shall consist of the original written grievance prepared by the Steward and the written answers to the grievance and such other written records as there may be in the matter. These shall be forwarded to the Employer's designated representative together with a written notice that the Employer's decision with respect to that grievance is not satisfactory to the Union. The written notice shall contain the names of the Union members of the Appeal Board. The Employer's designated representative shall within three (3) working days give written notice to the Union of the names of the Employer members of the Appeal Board.

4. The members of the Appeal Board shall arrange for a meeting or meetings to discuss the particular grievance. In the event the Appeal Board disposes of the matter, it shall cause its disposition to be reduced to writing to be signed by all members of the Appeal Board and submitted to the Employer and Union Representative. If, after thirty (30) calendar days from the Appeal Board's first meeting, they are unable to agree upon a disposition of the grievance, the grievance may be submitted by the Union to final and binding arbitration.
  5. The Arbitrator shall be selected by the members of the Appeal Board, or in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the American Arbitration Association and not by a majority vote of the Appeal Board.
  6. Any Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the four (4) corners of this Agreement, and pertaining to the interpretation thereof. He/she shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.
  7. The fees and approved expenses of an Arbitrator will be paid by the Parties equally.
  8. To the extent that the laws of the State of Michigan permit, it is agreed that any Appeal Board's or Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
- C. Expedited Grievances: Grievances may be filed directly with the Director of Personnel-Labor Relations in cases involving loss of pay.
- D.
1. For the purpose of the grievance procedure, a "day" shall mean any working day, Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or Employer or is answered by the Employer.
  2. Any time limit in the grievance procedure may be extended by mutual written agreement of the Parties.
  3. A grievance presented at any Step shall be dated and signed by the Union Representative or employee presenting it; any answer given by the Employer to the Union Representative or employee shall be dated and signed by the Employer.
  4. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the original request by the employee.
  5. Any grievance not presented or appealed by the employee or Union within the time limits shall be deemed settled on the basis of the Employer's last answer or shall be denied.
  6. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Personnel Director and one (1) copy sent to the President of the Union.

- E. Notwithstanding any other provision hereof, any employee may elect to present or pursue such employee's grievance under this Article without the assistance from or representation by the Union. A copy of any agreement reached, if reduced to writing, shall be given to the Union.

#### ARTICLE 21

##### GRIEVANCE PROCEDURE FOR DISCIPLINARY MATTERS

- A. Should a grievance arise regarding a disciplinary action taken against an employee, said grievance shall be reduced to writing on a form provided by the Union and shall be submitted to the Court Administrator.
- B. The grievant shall be allowed to meet with the Court Administrator to discuss the grievance. Said meeting shall be held within ten (10) days of the receipt of the written grievance. The Court Administrator shall give a written response within ten (10) days after the aforementioned meeting.
- C. Should the Court Administrator's decision be unacceptable to the Union, it shall file an appeal to the Chief Judge within ten (10) working days of the receipt of the Court Administrator's decision. The Chief Judge shall render a written decision at his/her earliest convenience, but not later than thirty (30) days after the filing of the appeal. The decision of the Chief Judge shall be final and binding on the Parties.

#### ARTICLE 22

##### ASSIGNMENT OF A CIRCUIT COURT REPORTER/PROBATE COURT REPORTER

- A. The regularly assigned Court Reporter of either a Circuit Court or Probate Court shall be retained by a new Judge who replaces a Judge who has terminated his/her service with that court.
- B. The court shall not displace an existing Court Reporter for the sole purpose of using video recording equipment in-lieu-of a Court Reporter. However, the Employer shall have the right, wherever a vacancy occurs in a Court Reporter position or whenever a new judgeship is created, to utilize video recording equipment in-lieu-of a Court Reporter. Should a Video Recording system be installed pursuant to this provision, the Employer agrees to collectively bargain with the Union regarding the effects of this decision.
- C. Members may volunteer to cover other Judges of the same court or a visiting Judge. Management may require members to report for another Judge of the same court or a visiting Judge. The members' work-load will be taken into consideration before such assignment is made.

## ARTICLE 23

### VIDEO COURT TRANSCRIPTS

The Employer agrees that persons seeking video court transcripts shall be informed that bargaining unit members are available to transcribe video court proceedings. It is intended that this shall be done by amending the "Notice" available in the video courtroom or courtrooms to state: "Transcripts may be ordered through {bargaining unit designee, mailing address}. You may contact {designee and telephone number}" or similar mutually agreeable language. The Employer cannot promise that all transcript work will be given to the bargaining unit members because attorneys and parties may purchase tapes and have them transcribed by any certified court reporter.

The bargaining unit members shall be responsible to perform all video transcript work for which they are retained under this Article. A procedure to implement the production of this transcript work shall be developed by the bargaining unit members; however, the appropriate court shall have the authority to modify said procedure, once established.

The transcripts shall be produced using appropriate video transcription equipment, as approved, but not provided, by the court.

Should the bargaining unit members prove unable to timely and accurately produce all transcripts from a video court, the court reserves the right to make other arrangements for the production of transcripts, at its sole discretion.

## ARTICLE 24

### SALARY SCHEDULE

- A. For 1991 and 1992: The salary schedule for 1991 and 1992 is attached to this Agreement.
- B. For 1993 and 1994: There shall be reopeners, on base wages, only for the years 1993 and 1994, as follows:
1. 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 (base wage rates contained in the Salary Schedule) 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.
  2. The Employer agrees that it will not ask for a wage concession in the 1992 base wage level during the 1993 wage reopening period. The Employer also agrees that it will not ask for a wage concession in the 1993 base wage level during the 1994 wage reopening period.

ARTICLE 25

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 choose 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 26

MILEAGE REIMBURSEMENT

Effective January 1, 1988, mileage reimbursement for employees required to use their personal vehicles in pursuit of assigned County business will be made.

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

ARTICLE 27

COST OF LIVING ALLOWANCE (COLA)

- A. Effective January 1, 1991, a Cost of Living Allowance (COLA) of twenty cents (\$.20) per hour maximum will be paid for each credited payroll hour scheduled, payable quarterly, for the years 1991, 1992, 1993 and 1994.
- B. Payment, when due, will be payable quarterly, by separate check, no sooner than twenty-one (21) days, or later than thirty-five (35) days, following the last day of any given quarter.

ARTICLE 28

TERMINATION AND/OR MODIFICATION

This Agreement shall be and continue in full force and effect until December 31st, 1994.

- A. If either Party desires to terminate this Agreement it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment as hereinafter provided, or if each Party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either Party on one hundred twenty (120) days written notice prior to the current year's termination date.
  
- B. If either Party desires to modify or change this Agreement it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
  
- C. Notice Of Termination And/Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Union, 2825 Trumbull Avenue, Detroit, Michigan 48216-1297, and 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.

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.

The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County Official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office.

IN WITNESS WHEREOF, the COUNTY of MACOMB, a Municipal Corporation of the State of Michigan, has caused the foregoing Agreement to be executed by the Chairman of the Macomb County Board of Commissioners, by the County Clerk of the County of Macomb, as directed and authorized by the Macomb County Board of Commissioners, the Sixteenth Judicial Circuit Court and Probate Court and the TEAMSTERS LOCAL #214, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, 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 UNION:

Les Barrett

Teamster's Business Agent

Christina D. Kuhn

Circuit Court Reporter

Cecile E. Gordon

Probate Court Reporter

FOR THE COUNTY OF MACOMB,  
CIRCUIT COURT AND PROBATE COURT

William M. Grant

Director, Personnel-Labor Relations

Dated: 4-6-94

SALARY SCHEDULE

Effective January 1, 1991

Court Reporter: \$36,304.26

\*Effective December 31, 1991

Court Reporter: \$36,704.26

Effective January 1, 1992


Court Reporter: \$38,172.43

\* Effective the last minute (11:59 p.m.) of December 31, 1991

LETTER OF UNDERSTANDING  
between  
COUNTY OF MACOMB, 16TH JUDICIAL CIRCUIT COURT AND  
MACOMB COUNTY CIRCUIT COURT  
and  
TEAMSTERS LOCAL 214

In 1992, again in 1993 and again in 1994, the Employer shall provide to all members of Teamsters Local 214, Court Reporters, any gross economic change negotiated between the Parties. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a gross economic increase which exceeds that negotiated by Teamsters Local 214, Court Reporters, the Employer shall provide an additional wage increase to the members so that Teamsters Local 214, Court Reporters members receive a gross percentage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate; provided that if the economic benefit is an increase in employees' pension, and such increase is at the Employer's expense, and not at the employees' expense, such benefit shall be automatically awarded the members of Teamsters Local 214, Court Reporters in lieu of an equivalent increase in base wage rate.

FOR THE UNION:

  
Christina S. Kuhn  
Cecile E. Gordon

FOR THE COUNTY, 16TH JUDICIAL CIRCUIT  
COURT AND MACOMB COUNTY PROBATE COURT:

  
Director, Personnel-Labor Relations

Dated: 4-6-94

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