

12/31/94

AGREEMENT

between

COUNTY OF MACOMB

and

MACOMB COUNTY EMPLOYEES' ASSOCIATION

LOCAL 1

Macomb County

January 1, 1992
through
December 31, 1994

MCEA LOCAL I

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1992 - 1994 AGREEMENT

MCEA LOCAL I

THIS AGREEMENT entered into on the 1st day of January, 1992, between the COUNTY of MACOMB, CIRCUIT COURT and PROBATE COURT, hereinafter referred to as the EMPLOYER and the MACOMB COUNTY EMPLOYEES' ASSOCIATION, hereinafter referred to as the ASSOCIATION, on behalf of all regular employees of the duly recognized and clearly defined Collective Bargaining Units as listed in Appendix A and shall be identified as Local I of the MCEA. It is understood and agreed between the Parties that all Supplemental Agreements are in full force and effect with the individual bargaining units set forth in Appendix A and such Supplemental Agreements shall be part of this MASTER AGREEMENT as though fully set forth herein.

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

ARTICLE 1

PURPOSE AND INTENT

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

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

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

ARTICLE 2

STRIKES AND LOCK OUTS PROHIBITED

The Parties recognize that it is essential to the County's residents that services rendered to the public be without interruption and that the right of employees to strike is prohibited by the Statutes of the State of Michigan.

Adequate procedure has been provided by this Agreement and Public Act 379 (1965) for the settlement of any grievances, disputes or impasses, which may arise between any one or more of the employees in the bargaining unit covered by this Agreement or the Association, its members, representatives, officers or committees and the Employer.

Accordingly, it is agreed that neither the Association nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and the officers of the Association will take affirmative action to preclude or terminate any slowdown or strikes against, including but not limited to, any concerted refusal to work for, any concerted absenteeism from work or from employment with,

the Employer. Any employee guilty of engaging in a slowdown, work stoppage or strike shall be subject to disciplinary action up to and including discharge.

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

ARTICLE 3

RECOGNITION OF ASSOCIATION

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 Association 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 4

DEDUCTION OF ASSOCIATION DUES AND/OR SERVICE FEES

The Employer hereby agrees to deduct Association dues and/or initiation fees of the individual employee to the Association 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 or initiation fee deducted from his/her earnings shall execute the "Application For Membership Dues/Service Fee Authorization" form in full. A facsimile of this form is attached as Appendix D.
- B. The Employer shall place such deduction 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 deduction and a list of employees paying same to the officer of the Association designated in writing by the Association and shall do so as soon as possible after the deduction, but no later than the fifteenth (15th) day of the following month.
- D. The Employer will provide the Association with the names of newly hired employees, quits, retirements, transfers into or out of the Unit, promotions, classification changes and changes in salary in the bargaining unit. A list of such changes and information shall be furnished on a monthly basis if necessary to the officer of the Association designated in writing by the Association.
- E. The "Application For Membership Dues/Service Fee Authorization" form 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 Association Dues by notice in writing to the Employer within thirty (30) days, prior to the expiration of this Agreement, 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 Association Dues is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth.
- G. Commencing July 1, 1982, any employee of the recognized bargaining unit who is not a member of the Association shall be required to become a member of the Association or pay a service fee to the Association which shall be equivalent to the Association monthly membership dues, for the duration of the Agreement.
- H. Employees hired, rehired, reinstated or transferred into the bargaining unit and covered by this Agreement SHALL become members of the Association or pay the equivalent service fee to the Association.
- I. If the employee chooses not to exercise the Payroll Deduction for Association Dues and/or Service Fee, than monthly dues or the equivalent service fees shall be paid to the Association on or before the tenth (10th) day of the month in which they fall due.
- J. Employees shall be deemed to be in compliance with the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- K. The Employer shall be notified in writing, by the Association, of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- L. Failure of employees covered by this Agreement to comply with the provisions of this Article shall, at the conclusion of "K" above, and upon receipt of written request and proof of failure to comply, from the Association, the Employer shall terminate the employment of such employee.
- M. Limit of Employer's Liability: The Employer shall, if authorized in writing by the employee, deduct Association dues and/or service fees as provided for in this Agreement directly to the Association under the terms of this Agreement. The Employer's liability under this provision shall be limited to the actual deductions authorized by the employees hereunder.

The Association will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability engendered by this provision except as set forth in the paragraph immediately above, including but not limited to, matters related to the purpose for which monies collected through payroll deduction are expended by the Association or by reason of action taken by the Employer for the purpose of complying with Article 4, Deduction of Association Dues and/or Service Fees of this Agreement.

ARTICLE 5

REPRESENTATION: OFFICERS AND STEWARDS

- A. In each representation district, employees shall be represented by one steward on each shift who shall be a regular employee working in that district and on that shift. Alternate stewards may be appointed by the Association President to function in the absence of the Steward.
 - 1. The number of representation districts shall be as follows: Library - 1, County at Large - 2, Juvenile Court and Youth Home - 1, Probate Court - 1, Health Department - 1.

2. The Employer and the Association may redistrict the Unit from time to time by agreement.
- B. Stewards or alternate stewards shall be permitted a maximum of one hour per day during their working hours, without loss of time or pay, for the purpose of investigating and presenting grievances to the Employer, PROVIDED, a greater period of time may be permitted by authorization in writing by the Department Head or designee.
- C. Association President and/or Vice-President: The Association President, or in his/her absence, the Association Vice-President shall be permitted a maximum of two 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, PROVIDED, a greater period of time may be permitted by authorization in writing by the Department Head or designee.
- D. It is understood that time spent in meetings with management shall not be included in the maximum number of hours provided in this section.
- E. When required to be absent from work for the purpose of attending meetings related to Association business, Association representatives shall be granted time off without pay, provided the Employer is notified in advance, in writing of the pending absence.

ARTICLE 6

TRANSFERS

If an employee is transferred to a classification under the Employer not included in the Unit and is thereafter transferred again to a classification within the Unit, he/she shall have accumulated seniority while working in the classification to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE 7

RATES FOR NEW JOBS

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

ARTICLE 8

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:

1. STEP 1: VERBAL: The employee or one member of a group of employees must first discuss the specific grievance with the immediate Supervisor. At the request of the employee, the district Steward may be present during the discussion. Reasonable time will be granted the employee for the purpose of appraising the district Steward of the alleged grievance. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.
2. STEP 2: WRITTEN:
 - a. If the grievance is not settled at the verbal step, a written grievance may be filed by the district Steward or Association President with the employee's immediate Supervisor within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the district Steward and the date the grievance is reduced to writing. Inadvertent omission of information will not necessarily invalidate the processing of the grievance.
 - b. A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head or designee shall give a written answer to the district Steward.
3. STEP 3: DIRECTOR OF PERSONNEL-LABOR RELATIONS:
 - a. If the grievance is not settled in Step 2, such grievance may be submitted by the Association President to the Director of Personnel-Labor Relations, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the district Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Personnel-Labor Relations Department.
 - b. The Association President or designee must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Association President's written request. The Association representatives at said meeting may include, at the Association's discretion, the Association President or designee and the grievant. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.
 - c. The decision of the Director of Personnel-Labor Relations shall be given in writing to the Association President within ten (10) days of the completion of the Step 3 meeting.
4. STEP 4: APPEAL BOARD:
 - a. If the Association does not accept the decision of the Director of Personnel-Labor Relations in Step 3, the Association may review the matter and, within ten (10) days of receipt of said Step 3 decision, the Association President may

submit the grievance in writing to the Appeal Board Step. The Association shall prepare a record which shall consist of the written grievance, all written answers to the grievance, and all other such written records, as may be appropriate. These shall be sent to the Director of Personnel-Labor Relations at the same time as the Appeal to Step 4 is submitted.

- b. The Appeal Board shall be composed of two (2) representatives of the Association, and two (2) representatives of the Employer. The Association members shall be the Association President and appointed designee(s).
 - c. The Parties shall arrange for a meeting(s) to discuss the particular grievance. The initial meeting shall be held within twenty (20) days of the receipt of the Association President's written request for a meeting, unless the time limit is mutually extended in writing.
 - d. If the Parties mutually agree to resolve the grievance, its disposition shall be reduced to writing; it shall be signed by all members of the Appeal Board and it shall become final. If the members are unable to resolve the matter, the Appeal Board shall sign a statement that it is unable to resolve the grievance. The Appeal Board shall have twenty (20) days from the Appeal Board's final meeting to make a final resolution.
5. STEP 5: ARBITRATION: If the grievance is not satisfactorily settled in Step 4, the Association President has thirty (30) days from the final answer to file for arbitration, by sending a letter to the Director of Personnel-Labor Relations. Said letter shall identify the name of the arbitrator as selected by the procedure set forth below. If the Association President fails to request arbitration within the time limit, the grievance shall be deemed not eligible to go to arbitration.

C. SELECTION OF THE ARBITRATOR:

1. Within ten (10) days of the receipt of the written demand for arbitration, the Association 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.
2. 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 then move to the next arbitrator listed.
3. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
4. 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.

5. If all arbitrators listed in the attached Letter of Understanding are made unavailable according to the provisions of this Section C, the American Arbitration Association procedure shall be followed by the Parties. Likewise, if the Parties mutually agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

D. AUTHORITY OF THE ARBITRATOR:

1. All arbitration hearings shall be governed by the rules of the American Arbitration Association.
2. 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.
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 answer 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 Association 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.
5. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
6. 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.
7. The loser of an arbitration case shall pay the cost of the Arbitrator's services and expenses. If it is a split decision, the Arbitrator shall make as part of the decision a ruling as to how the cost of his/her services and expenses shall be pro-rated.

E. GENERAL CONDITIONS:

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

ARTICLE 9

PROBATIONARY PERIOD

Probationary period for regular employees will be a period of six months during which new employees must serve on-the-job to determine their ability to perform duties assigned them. At any time during this period, the Employer may dismiss the employee and such employee shall not have recourse to the Grievance Procedure or Special Conferences provision of this Agreement, as such recourse relates to the dismissal.

ARTICLE 10

EMPLOYEES

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 or more and designated as eligible for benefits.

ARTICLE 11

SALARY SCHEDULE

- A. For 1992: See Appendix B (Salary and Increment Schedule) attached to this Agreement.
- B. For 1993 and 1994: There shall be reopeners for the years 1993 and 1994 as follows:
 1. For 1993: Negotiations are to begin as soon as possible after both Parties have ratified this three year labor agreement. The Parties have agreed to a

reopener which is limited to the discussion of base wages (base wage rates contained in Appendix B, Salary and Increment Schedule) only. 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. For 1994: Negotiations are to begin on or after November 15, 1993. The Parties have agreed to a reopener which is limited to the following:
 - a. Base wages (base wage rates contained in Appendix B, Salary and Increment Schedule).
 - b. Article 5, Representation: Officers And Stewards, in its entirety.

ARTICLE 12

SALARY INCREMENTS - TEMPORARY ASSIGNMENTS - OVERTIME

- A. 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 as set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Personnel-Labor Relations Office.
- B. Temporary Assignment: An employee temporarily assigned to a higher job classification for a period in excess of thirty (30) working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. Such temporary assignment must be authorized in writing by the Department Head and approved by the Director, Personnel-Labor Relations before salary adjustment is made.
- C. If in the event an employee is temporarily assigned to a classification and works for a period of at least five (5) working days within this vacated classification which may arise due to death, disability, or retirement, the employee will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater.
- D. Overtime/Compensatory Time: Employees covered by this Agreement scheduled and authorized to work overtime, beyond the 7.5 hours or 8 hours per day, whichever is applicable, or, beyond 37.5 hours or 40 hours per week, whichever is applicable, will receive compensatory time off for such overtime work on a straight time "hour for hour" basis only, unless otherwise provided for by agreement between the Parties. Such accumulated compensatory time will be taken at a time mutually agreed to, by the Department Head or designee, and the affected employee.

ARTICLE 13

JURY DUTY

- A. If an employee is called for jury duty, he/she shall provide his/her supervisor with a copy of the official notice, when such notice is received by the employee.

- 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 14

COST OF LIVING ALLOWANCE (COLA)

- A. A quarterly cost-of-living-allowance (COLA) of \$.20 per hour maximum will be paid for each credited payroll hour scheduled.
- B. 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 15

HOLIDAY BENEFITS

- A. The designated holidays are:

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

- B. Employees covered by this Agreement who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designated holidays.
1. The holiday designated must fall on the week days, that is, Monday through Friday.
 2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
 3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
 4. Christmas Eve and New Year's Eve:
 - a. Should Christmas Eve and New Year's Eve fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.
 - b. Should Christmas Eve and New Year's Eve fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
 5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.

6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday, or is excused 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.

ARTICLE 16

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. Effective as soon as possible after ratification, for sick leave usage only, the unused sick leave accumulation maximum that an employee can earn will be increased from one hundred twenty-five (125) days to one hundred eighty (180) work days. Employees shall begin earning sick leave time in excess of the 125 days, effective upon ratification.

For accumulated sick leave payoff purposes, as provided in Article 17, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred twenty-five (125) work days.

- C. An employee may utilize 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.
 4. To report to the Veterans' Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
 5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate, of the adequacy of the reason for absence during the time for which sick leave is granted.

- F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
- H. A non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use sick leave until the completion of six (6) two (2) week periods of continuous full time service, except in cases of injury incurred in the line of duty.

ARTICLE 17

ACCUMULATED SICK LEAVE PAYOFF

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

ARTICLE 18

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.
- 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 19

WORKER'S COMPENSATION DISABILITY

Except for certain Probate Court employees who are covered under Appendix C, Supplement To Master Agreement, Section C Probate Court, Worker's Compensation Disability - For Certain Probate Court Employees, a County employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
- D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
- E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.

- F. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 10, 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 such County employee in the following manner and upon the following basis:
1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County's 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H (1) and H (2)) exceed 104 weeks.
 3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 23, 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 20

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. Effective as soon as possible after ratification of the Agreement, Annual Leave days may be accumulated to a maximum of 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 not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- G. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- H. Annual 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. 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 21

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. 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 22

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

- a. The Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit.
- b. Effective May 1, 1991, the Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit Life Insurance. If this option is selected, the amount of coverage must be equal to two (2) times the employee's annual wage (rounded to the nearest thousand dollars) and based on the Employer's and the individual's combined level of coverage. The amount of Life Insurance shall be adjusted annually on January 1.

Effective as soon as possible after ratification of this Agreement, employees wishing to purchase death benefit life insurance will have the additional option to purchase coverage equal to two (2) or three (3) times the employee's annual wage (rounded to the nearest thousand dollars) and based on the Employer's and the employee'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 April 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 April 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 April 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 April 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, effective January 1, 1980, the Employer will provide for eligible retirees and for their current spouse, at time of retirement, coverage under the PDR as follows:
 - (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
 - (2) Such PDR coverage shall be limited to the three dollar (\$3.00) Co-Pay Rider.
 - (3) Such PDR coverage will be extended to the eligible employee and eligible current spouse, provided such employee retires on or after April 1, 1973.
- d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:

Gainful employment is 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 April 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 April 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 April 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 April 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 May 1, 1991, 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, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.
 2. Waiting Period: Employees hired on or after January 1, 1981, 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 23

RETIREMENT SYSTEM

- A. Unless otherwise provided in this Article, the Employer shall continue the benefits as provided by the Macomb County Employees' Retirement Ordinance, adopted April 9, 1946, as amended through January 1, 1980. The Employer and employees 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. An annual statement of employee's contributions will be furnished to each member of the retirement system.
- B. Effective January 1, 1988, 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 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 option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchased, the member will have two years to use the payroll deduction option).

If a member chooses the payroll deduction option, the cost of such credit shall be computed as provided in Section 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 April 1, 1991, 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 April 1, 1991, 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 had 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.

- G. The County will petition the Internal Revenue Service to have the employees' contribution declared to be tax deferred. Employees will pay income tax on this contribution only when they draw a retirement check or withdraw their contribution.

ARTICLE 24

LONGEVITY

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

- A. All eligible Full-time employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- B. The basis of longevity compensation is as follows:
 - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
 - 2. Credit shall be given retroactively for continuous employment years of service by County employees 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, a schedule shall be used as a basis for longevity payments, paid to such employees as of October 31st, provided said employees qualify as to length of service, as per Paragraph B.1 of this Article, as follows:

<u>STEP</u>	<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR</u>	<u>AMOUNT</u>
1	5 through 9	\$ 320
2	10 through 14	\$ 640
3	15 through 19	\$1,130
4	20 and thereafter	\$1,600

- C. Longevity payments shall be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions.

Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, 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 credited as a month of service.
 2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
 3. An approved leave of absence without pay for reasons of personal illness/injury, shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education, military service and personal reasons 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 deductions, regulations and ordinance of the County of Macomb and other applicable statutes.
- F. Payments to employees eligible as of October 31st of any year shall be due on the normal business day closest to 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 25

ASSOCIATION BULLETIN BOARDS

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

- B. The bulletin board shall not be used by the Association for disseminating propaganda and among other things, shall not be used by the Association for posting or distributing pamphlets pertaining to political matters.

ARTICLE 26

MANAGEMENT RIGHTS

- A. Except as expressly limited by other provisions of this Agreement, the Employer shall remain vested with the sole and exclusive right and authority to manage and operate its affairs and to direct its work force. By way of illustration, the Employer retains the right to:
1. decide the number of employees;
 2. establish the overall operation, policies and procedures of the Employer;
 3. assign employees to shifts in order to adequately staff shifts;
 4. schedule the shifts of all employees;
 5. determine the type and scope of services to be furnished, and the type of facilities to be operated;
 6. determine the methods, procedures and services to be provided.
- B. The Employer further retains the right to establish work rules, hire, promote, assign, transfer, lay off and recall, discipline and discharge for just cause, and provided that such rights shall not be exercised by the Employer in violation of any of the expressed terms and provisions of this Agreement.
- C. The Employer, not exercising any function hereby reserved to it, or exercising any such function in a particular way, shall not be deemed to have waived the right to exercise such function or preclude it from exercising the same in some other way, not in conflict with the expressed provisions of this Agreement.

ARTICLE 27

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 provisions as provided for in this Agreement.

4. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. Suspension And Discharge:

1. If the Employer feels there is just cause for suspension or discharge, the employee and his/her steward will be notified in writing that the employee has been so disciplined. Such notification shall contain the charge(s) against the employee.
2. The Association 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 28

SENIORITY

- A. Upon successful completion of the probationary period, the employee's Departmental Classification seniority will be retroactive to the date that the probationary period began in that classification.
- B. Departmental Classification seniority will continue as long as the employee remains within the affected classification.
- C. Upon classification change or promotion to a different classification within this bargaining unit, a new Departmental Classification seniority date will commence on the date of such change or promotion and upon return to former Departmental Classification, the affected employee will be credited with seniority previously earned in that Departmental Classification.
- D. Departmental Classification seniority will prevail for purposes of scheduling and approved usage of annual leave, overtime preference, layoff and recall rights within that classification.
- E. Except as provided for under Article 21, Leave of Absence, date of entry into County employment will provide a seniority date that will prevail for purposes of accumulation and eligibility for annual leave, sick leave, longevity, retirement and similar "fringe benefits" the Parties hereto may agree.
- F. Regardless of the type of seniority being applied, employees with the same seniority date requiring the need of determination by seniority, shall have their seniority dates decided by the flip of a coin while both employees are present.
- G. 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. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. In proper cases exceptions shall be made by the Employer.
 4. He/she retires.
 5. If the employee withdraws his/her contributions from the Macomb County Employees' Retirement Fund.
 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. Return from sick leave and leaves of absence will be treated the same as G.3, above.
- H. A seniority list for employees covered by this Agreement will be provided to the Association President once each year during the month of January.

ARTICLE 29

LAYOFF AND RECALL

A. Layoff Procedure:

1. Layoff is defined as a reduction in the working force.
2. If a layoff becomes necessary the following procedures will be mandatory:
 - a. Layoffs, as required, shall be made within the affected classifications in the affected department.
 - b. Such reduction will be made in the first instance by terminating probationary and temporary employees in the affected classifications.
 - c. If a further reduction in force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected classification in the affected department.
3. When an employee is laid off, due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace an employee with less seniority in classifications covered by this Agreement in the 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 Article 28, Seniority, of this Agreement.
 - b. Current ability to do the available work, meet the qualifications and perform the duties of the job without a trial or training period.

- c. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff, by so notifying his/her Department Supervisor in writing. Failure of the affected employee to exercise such "bumping rights" at the time of layoff, will result in forfeiture of "bumping rights" during the term of such layoff.
4. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Association President shall receive a list from the Employer, of the employees being laid off, on the same date the notices are issued to the employees.
5. Employees in classifications covered by this Agreement who are laid off from their regular employment as a result of a reduction in force, will be given consideration, by interview, for hire into a like classification only, for which they qualify, when opportunity for such hire occurs in departments as listed in the Agreement between the Parties. Like classification is hereby defined as a classification in which the employee was employed at the time of lay-off, or a classification for which the employee is qualified by virtue of his/her knowledge, skills and abilities, as determined solely by the Employer.
6. Employees selected pursuant to paragraph 5 who will then have seniority in the new department in accordance with the provisions of "seniority defined" as outlined in the Agreement between the Parties. Such employees shall serve a ninety (90) day trial period, during which time the Employer may terminate the employee. Such termination by the Employer will not affect the former lay-off for seniority status of the employee.

B. Recall Procedure:

1. When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article 28, Seniority, 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, and sent by Certified Mail. If the affected employee fails to report for work within ten (10) days from the date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.
2. Recall rights for laid off employees will be limited to a maximum of five (5) years for those employees hired before January 1, 1986. Recall rights will be limited to a maximum of eighteen (18) months for those employees hired on or after January 1, 1986. Upon the expiration of the appropriate period, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.
3. Recall rights of affected employees covered by this section will be limited to the following:
 - a. Employees who are selected for employment in a new department will, should subsequent lay-off occur in that department, have the option of retaining recall rights within their previous classification in accordance with the recall procedure as outlined in the Agreement between the Parties.

- b. If the employee does not exercise the option outlined in (a) above, such employee shall be deemed to have chosen to retain recall rights in the department for which they were last laid off.
- c. Exercise of either option, a or b, shall be chosen in writing at the time of subsequent lay-off in the new department and will become a part of the employee's personnel file. A copy of such written option will be given to the Association President.

ARTICLE 30

JOB POSTINGS

- A. For informational purposes only, the Employer will post all openings that are to be filled, on the Association Bulletin Board in the affected department. Postings shall be made for ten (10) working days.
- B. At the same time that the departmental posting is made, the Employer shall post the opening on all Association Bulletin Boards. The posting will include the following information: The job classification, department, salary range, hours, starting time, qualifications and any testing requirements.
- C. Any employee for which an opening would provide a promotion or lateral transfer, will be given consideration provided such an employee properly indicates his/her interest in the position by submitting an Application for Internal Candidates to the Personnel-Labor Relations Office. Employees interested in positions posted for Probate Court (Wills & Estates Division and Mental Division) must forward their application or resume to the Probate Court Registrar. Employees interested in positions posted for the Juvenile Court or Youth Home must forward their application or resume to the Juvenile Court Business Administrator. Notification of interest must be received before the closing of the posting period and the employee must have a current passing score on any test required for the position before applying for the position.
- D. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.

ARTICLE 31

SPECIAL CONFERENCES

Special Conferences mutually agreed upon will be arranged between the President of the Association and the Personnel-Labor Relations Director or his/her designee, for purposes of discussion of important matters. Such meeting shall be between at least two representatives of the Employer and at least two representatives of the Association. 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 Association shall not lose pay for time spent in such Special Conferences. This meeting may be attended by a consulting representative of the Association.

ARTICLE 32

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 33

SNOW DAY POLICY

The Chairperson of the Board of Commissioners has the sole authority to declare a Snow Day. If a Snow Day is declared, compensation will be provided to full time employees. 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 34

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, not later than 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 hereafter 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, not later than 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, if to the Association, to the Association President, Macomb County Employees' Association, last current address and if to the Employer, addressed to the Director, Personnel-Labor Relations, Macomb County Building, Mt.Clemens, MI 48043, or to any such address as the Association 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/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 Chairperson of the Macomb County Board of Commissioners and by the County Clerk of the County of Macomb, as directed and authorized by the Macomb County Board of Commissioners and the MACOMB COUNTY EMPLOYEES' ASSOCIATION, on behalf of employees as noted herein, in Departments and/or Divisions as listed, 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 MACOMB COUNTY
EMPLOYEES' ASSOCIATION:

Harry R. Cook
Galley A. Helzer

FOR THE EMPLOYER(s):

William M. Israel

DATED: 2-17-94

APPENDIX A

COUNTY DEPARTMENTS AND CLASSIFICATIONS

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Animal Shelter	Chief Assistant Animal Control Officer
Circuit Court	* Assistant Assignment Clerk Chief Judicial Aide
County Clerk	Administrative Assistant Chief Court Clerk Chief Election Clerk Supervisor of Records
Register of Deeds	Supervisor of Records
Emergency Service	Coordinator
Equalization	* Assistant Director
Facilities & Operations	* Building Trades/Security Manager * Engineering Aide (Full-time) Maintenance Supervisor Operations Supervisor
Finance	Accountant Senior Accountant Senior Budget Analyst
Friend of The Court	*** Cashier II Chief Field Investigator File Maintenance Supervisor Supervisor Court Services
Health Department	Dentist Environmental Health Supervisor Health Educator I Health Educator II Health Planner Nutritionist I Nutritionist II Program Manager W.I.C. Dietician
Library	Administrative Aide Assistant Director Librarian Librarian Head Pre-Professional Librarian/Trainee
Management Information Systems	* Data Entry Supervisor * Manager of Operations * Manager of Systems and Programming * Training Coordinator

Martha T. Berry

Assistant Dietary Supervisor
Assistant Housekeeper/Laundry Supervisor
Assistant Lab Director
* Assistant To Administrator
Dietary Supervisor
** Laundry/Housekeeping Supervisor
Patient Accounts Supervisor

Parks and Recreation

Park Foreman

Probate Court

Juvenile Court

Case Work Supervisor
Counseling Therapist
Psychologist
Referee I
Referee II
Supervisor/Clerk Deputy Registrar

Youth Home

Assistant Superintendent
Case Work Supervisor
*** Cook II
Program Coordinator
Psychologist
*** Shift Supervisor
*** Supervisor
Supervisor of Therapy

Mental Division

2nd Deputy Registrar

Wills and Estates

Chief Deputy Registrar
Assistant Chief Deputy Registrar
1st Deputy Registrar
2nd Deputy Registrar
Computer Maintenance Supervisor
Court Analyst
File Service & Terminal Supervisor

Prosecuting Attorney

*** Chief Investigator
Supervisor

Public Works

Station Manager
Assistant Station Manager
** Manager of Operations

Purchasing

Buyer II
Senior Buyer
Telecommunications Coordinator

Treasurer

Personal Property Tax Collector
Settlement Officer
Supervisor/Head Bookkeeper
Supervisor of Records
Tax Service Coordinator

Veterans Affairs

Assistant Director

- * Classification recognized as being represented by the Association during term of Agreement.
- ** Classification title changed during term of Agreement
- *** Classification moved to Local I from another Local of MCEA during term of Agreement.

APPENDIX B
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1992

	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS	60 MONTHS
1st Deputy Registrar	\$20,748.20	\$21,266.91	\$21,785.61	\$22,304.32	\$22,823.02	\$23,341.73	\$23,860.43	\$24,379.14	\$24,897.84	\$25,416.55	\$25,935.25
2nd Deputy Registrar											
Mental Division	\$20,034.43	\$20,535.29	\$21,036.15	\$21,537.01	\$22,037.88	\$22,538.74	\$23,039.60	\$23,540.46	\$24,041.32	\$24,542.18	\$25,043.04
Wills and Estates	\$19,667.26	\$20,158.94	\$20,650.62	\$21,142.30	\$21,633.98	\$22,125.66	\$22,617.34	\$23,109.03	\$23,600.71	\$24,092.39	\$24,584.07
Accountant	\$28,454.40	\$29,165.76	\$29,877.12	\$30,588.48	\$31,299.84	\$32,011.20	\$32,722.56	\$33,433.92	\$34,145.28	\$34,856.64	\$35,568.00
Administrative Aide	\$20,550.40	\$21,064.16	\$21,577.92	\$22,091.68	\$22,605.44	\$23,119.20	\$23,632.96	\$24,146.72	\$24,660.48	\$25,174.24	\$25,688.00
Administrative Assistant	\$28,073.02	\$28,774.84	\$29,476.67	\$30,178.49	\$30,880.32	\$31,582.14	\$32,283.97	\$32,985.79	\$33,687.62	\$34,389.44	\$35,091.27
Assistant Chief Deputy Registrar	\$21,694.83	\$22,237.20	\$22,779.57	\$23,321.94	\$23,864.32	\$24,406.69	\$24,949.06	\$25,491.43	\$26,033.80	\$26,576.17	\$27,118.54
Assistant Dietary Supervisor	\$20,031.71	\$20,532.50	\$21,033.30	\$21,534.09	\$22,034.88	\$22,535.68	\$23,036.47	\$23,537.26	\$24,038.05	\$24,538.85	\$25,039.64
Assistant Director											
Library	\$33,587.38	\$34,427.07	\$35,266.75	\$36,106.44	\$36,946.12	\$37,785.81	\$38,625.49	\$39,465.18	\$40,304.86	\$41,144.55	\$41,984.23
Veterans' Affairs	\$21,805.22	\$22,350.35	\$22,895.48	\$23,440.61	\$23,985.74	\$24,530.87	\$25,076.00	\$25,621.13	\$26,166.26	\$26,711.39	\$27,256.52
Assistant Housekeeper/Laundry Supv.	\$19,873.98	\$20,370.83	\$20,867.67	\$21,364.52	\$21,861.37	\$22,358.22	\$22,855.07	\$23,351.92	\$23,848.77	\$24,345.62	\$24,842.47
Assistant Lab Director	\$29,426.97	\$30,162.64	\$30,898.32	\$31,633.99	\$32,369.66	\$33,105.34	\$33,841.01	\$34,576.69	\$35,312.36	\$36,048.04	\$36,783.71
Assistant Station Manager	\$28,480.00	\$29,192.00	\$29,904.00	\$30,616.00	\$31,328.00	\$32,040.00	\$32,752.00	\$33,464.00	\$34,176.00	\$34,888.00	\$35,600.00
Assistant Superintendent	\$30,368.00	\$31,127.20	\$31,886.40	\$32,645.60	\$33,404.80	\$34,164.00	\$34,923.20	\$35,682.40	\$36,441.60	\$37,200.80	\$37,960.00
Buyer II	\$24,960.00	\$25,584.00	\$26,208.00	\$26,832.00	\$27,456.00	\$28,080.00	\$28,704.00	\$29,328.00	\$29,952.00	\$30,576.00	\$31,200.00
Case Work Supervisor	\$32,448.00	\$33,259.20	\$34,070.40	\$34,881.60	\$35,692.80	\$36,504.00	\$37,315.20	\$38,126.40	\$38,937.60	\$39,748.80	\$40,560.00
Cashier II	\$25,007.09	\$25,632.27	\$26,257.44	\$26,882.62	\$27,507.80	\$28,132.97	\$28,758.15	\$29,383.33	\$30,008.51	\$30,633.68	\$31,258.86
Chief Asst. Animal Control Officer	\$23,750.92	\$24,344.69	\$24,938.47	\$25,532.24	\$26,126.01	\$26,719.79	\$27,313.56	\$27,907.33	\$28,501.10	\$29,094.88	\$29,688.65
Chief Court Clerk	\$27,395.76	\$28,080.65	\$28,765.55	\$29,450.44	\$30,135.34	\$30,820.23	\$31,505.12	\$32,190.02	\$32,874.91	\$33,559.81	\$34,244.70
Chief Deputy Registrar	\$22,866.46	\$23,438.13	\$24,009.79	\$24,581.45	\$25,153.11	\$25,724.77	\$26,296.43	\$26,868.10	\$27,439.76	\$28,011.42	\$28,583.08
Chief Election Clerk	\$27,395.76	\$28,080.65	\$28,765.55	\$29,450.44	\$30,135.34	\$30,820.23	\$31,505.12	\$32,190.02	\$32,874.91	\$33,559.81	\$34,244.70
Chief Judicial Aide	\$27,554.75	\$28,243.62	\$28,932.49	\$29,621.36	\$30,310.23	\$30,999.10	\$31,687.96	\$32,376.83	\$33,065.70	\$33,754.57	\$34,443.44
Computer Maintenance Supervisor	\$18,965.44	\$19,439.58	\$19,913.71	\$20,387.85	\$20,861.98	\$21,336.12	\$21,810.26	\$22,284.39	\$22,758.53	\$23,232.66	\$23,706.80
Coordinator	\$29,367.12	\$30,101.30	\$30,835.48	\$31,569.65	\$32,303.83	\$33,038.01	\$33,772.19	\$34,506.37	\$35,240.54	\$35,974.72	\$36,708.90
Counseling Therapist	\$35,853.24	\$36,749.57	\$37,645.90	\$38,542.23	\$39,438.56	\$40,334.90	\$41,231.23	\$42,127.56	\$43,023.89	\$43,920.22	\$44,816.55
Court Analyst	\$29,014.13	\$29,739.48	\$30,464.83	\$31,190.19	\$31,915.54	\$32,640.89	\$33,366.25	\$34,091.60	\$34,816.95	\$35,542.31	\$36,267.66
Dietary Supervisor	\$22,369.04	\$22,928.27	\$23,487.49	\$24,046.72	\$24,605.94	\$25,165.17	\$25,724.40	\$26,283.62	\$26,842.85	\$27,402.07	\$27,961.30
Dentist										\$28.40	FLAT RATE

Environmental Health Supervisor	\$34,088.66	\$34,940.87	\$35,793.09	\$36,645.31	\$37,497.52	\$38,349.74	\$39,201.95	\$40,054.17	\$40,906.39	\$41,758.60	\$42,610.82
File Maintenance Supervisor	\$21,715.20	\$22,258.08	\$22,800.96	\$23,343.84	\$23,886.72	\$24,429.60	\$24,972.48	\$25,515.36	\$26,058.24	\$26,601.12	\$27,144.00
File Service and Terminal Supv.	\$18,965.44	\$19,439.58	\$19,913.71	\$20,387.85	\$20,861.98	\$21,336.12	\$21,810.26	\$22,284.39	\$22,758.53	\$23,232.66	\$23,706.80
Health Educator I	\$25,238.77	\$25,869.74	\$26,500.71	\$27,131.68	\$27,762.64	\$28,393.61	\$29,024.58	\$29,655.55	\$30,286.52	\$30,917.49	\$31,548.46
Health Educator II	\$31,564.06	\$32,353.16	\$33,142.26	\$33,931.36	\$34,720.46	\$35,509.56	\$36,298.66	\$37,087.77	\$37,876.87	\$38,665.97	\$39,455.07
Health Planner	\$31,564.54	\$32,353.66	\$33,142.77	\$33,931.88	\$34,721.00	\$35,510.11	\$36,299.23	\$37,088.34	\$37,877.45	\$38,666.57	\$39,455.68
Laundry/Housekeeping Supervisor	\$24,906.88	\$25,529.55	\$26,152.22	\$26,774.90	\$27,397.57	\$28,020.24	\$28,642.91	\$29,265.58	\$29,888.26	\$30,510.93	\$31,133.60
Librarian	\$27,414.40	\$28,099.76	\$28,785.12	\$29,470.48	\$30,155.84	\$30,841.20	\$31,526.56	\$32,211.92	\$32,897.28	\$33,582.64	\$34,268.00
Librarian Head	\$30,035.20	\$30,786.08	\$31,536.96	\$32,287.84	\$33,038.72	\$33,789.60	\$34,540.48	\$35,291.36	\$36,042.24	\$36,793.12	\$37,544.00
Maintenance Supervisor	\$29,640.13	\$30,381.13	\$31,122.13	\$31,863.14	\$32,604.14	\$33,345.14	\$34,086.15	\$34,827.15	\$35,568.15	\$36,309.16	\$37,050.16
Nutritionist I	\$27,698.50	\$28,390.97	\$29,083.43	\$29,775.89	\$30,468.35	\$31,160.82	\$31,853.28	\$32,545.74	\$33,238.20	\$33,930.67	\$34,623.13
Nutritionist II	\$31,464.78	\$32,251.40	\$33,038.02	\$33,824.64	\$34,611.26	\$35,397.88	\$36,184.50	\$36,971.12	\$37,757.74	\$38,544.36	\$39,330.98
Operations Supervisor	\$32,385.28	\$33,194.91	\$34,004.54	\$34,814.18	\$35,623.81	\$36,433.44	\$37,243.07	\$38,052.70	\$38,862.34	\$39,671.97	\$40,481.60
Park Foreman	\$27,024.45	\$27,700.06	\$28,375.67	\$29,051.28	\$29,726.89	\$30,402.50	\$31,078.12	\$31,753.73	\$32,429.34	\$33,104.95	\$33,780.56
Patient Accounts Supervisor	\$21,299.20	\$21,831.68	\$22,364.16	\$22,896.64	\$23,429.12	\$23,961.60	\$24,494.08	\$25,026.56	\$25,559.04	\$26,091.52	\$26,624.00
Personal Property Tax Collector	\$25,358.30	\$25,992.26	\$26,626.22	\$27,260.18	\$27,894.13	\$28,528.09	\$29,162.05	\$29,796.01	\$30,429.96	\$31,063.92	\$31,697.88
Pre-Professional Librarian/Trainee	\$25,221.25	\$25,851.78	\$26,482.31	\$27,112.84	\$27,743.37	\$28,373.90	\$29,004.44	\$29,634.97	\$30,265.50	\$30,896.03	\$31,526.56
Program Coordinator	\$36,538.30	\$37,451.76	\$38,365.22	\$39,278.68	\$40,192.13	\$41,105.59	\$42,019.05	\$42,932.51	\$43,845.96	\$44,759.42	\$45,672.88
Program Manager	\$30,087.88	\$30,840.08	\$31,592.27	\$32,344.47	\$33,096.67	\$33,848.87	\$34,601.06	\$35,353.26	\$36,105.46	\$36,857.65	\$37,609.85
Psychologist	\$35,853.24	\$36,749.57	\$37,645.90	\$38,542.23	\$39,438.56	\$40,334.90	\$41,231.23	\$42,127.56	\$43,023.89	\$43,920.22	\$44,816.55
Referee I	\$33,806.04	\$34,651.19	\$35,496.34	\$36,341.49	\$37,186.64	\$38,031.79	\$38,876.95	\$39,722.10	\$40,567.25	\$41,412.40	\$42,257.55
Referee II	\$34,638.03	\$35,503.98	\$36,369.93	\$37,235.88	\$38,101.84	\$38,967.79	\$39,833.74	\$40,699.69	\$41,565.64	\$42,431.59	\$43,297.54
Senior Accountant	\$30,867.20	\$31,638.88	\$32,410.56	\$33,182.24	\$33,953.92	\$34,725.60	\$35,497.28	\$36,268.96	\$37,040.64	\$37,812.32	\$38,584.00
Senior Budget Analyst	\$30,617.60	\$31,383.04	\$32,148.48	\$32,913.92	\$33,679.36	\$34,444.80	\$35,210.24	\$35,975.68	\$36,741.12	\$37,506.56	\$38,272.00
Senior Buyer	\$27,963.37	\$28,662.45	\$29,361.54	\$30,060.62	\$30,759.70	\$31,458.79	\$32,157.87	\$32,856.96	\$33,556.04	\$34,255.13	\$34,954.21
Settlement Officer	\$30,040.41	\$30,791.42	\$31,542.43	\$32,293.44	\$33,044.45	\$33,795.46	\$34,546.47	\$35,297.48	\$36,048.49	\$36,799.50	\$37,550.51
Station Manager	\$36,000.00	\$36,900.00	\$37,800.00	\$38,700.00	\$39,600.00	\$40,500.00	\$41,400.00	\$42,300.00	\$43,200.00	\$44,100.00	\$45,000.00
Supervisor											
Prosecuting Attorney	\$23,212.80	\$23,793.12	\$24,373.44	\$24,953.76	\$25,534.08	\$26,114.40	\$26,694.72	\$27,275.04	\$27,855.36	\$28,435.68	\$29,016.00
Public Works	\$27,898.19	\$28,595.65	\$29,293.10	\$29,990.56	\$30,688.01	\$31,385.47	\$32,082.92	\$32,780.38	\$33,477.83	\$34,175.29	\$34,872.74
Supervisor/Clerk Deputy Registrar	\$23,296.00	\$23,878.40	\$24,460.80	\$25,043.20	\$25,625.60	\$26,208.00	\$26,790.40	\$27,372.80	\$27,955.20	\$28,537.60	\$29,120.00
Supervisor Court Services	\$21,063.96	\$21,590.56	\$22,117.16	\$22,643.76	\$23,170.36	\$23,696.95	\$24,223.55	\$24,750.15	\$25,276.75	\$25,803.35	\$26,329.95

Supervisor/Head Bookkeeper	\$21,697.48	\$22,239.92	\$22,782.35	\$23,324.79	\$23,867.23	\$24,409.67	\$24,952.10	\$25,494.54	\$26,036.98	\$26,579.41	\$27,121.85
Supervisor of Records	\$21,697.48	\$22,239.92	\$22,782.35	\$23,324.79	\$23,867.23	\$24,409.67	\$24,952.10	\$25,494.54	\$26,036.98	\$26,579.41	\$27,121.85
Supervisor of Therapy	\$37,834.26	\$38,780.11	\$39,725.97	\$40,671.83	\$41,617.68	\$42,563.54	\$43,509.39	\$44,455.25	\$45,401.11	\$46,346.96	\$47,292.82
Tax Service Coordinator	\$34,050.85	\$34,902.12	\$35,753.39	\$36,604.66	\$37,455.93	\$38,307.20	\$39,158.48	\$40,009.75	\$40,861.02	\$41,712.29	\$42,563.56
Telecommunications Coordinator	\$29,952.00	\$30,700.80	\$31,449.60	\$32,198.40	\$32,947.20	\$33,696.00	\$34,444.80	\$35,193.60	\$35,942.40	\$36,691.20	\$37,440.00
W.I.C. Dietician	\$24,338.34	\$24,946.79	\$25,555.25	\$26,163.71	\$26,772.17	\$27,380.63	\$27,989.09	\$28,597.54	\$29,206.00	\$29,814.46	\$30,422.92

APPENDIX C

SUPPLEMENT TO MASTER AGREEMENT

The Parties agree that the following supplements shall be considered a part of the Master Agreement between the Parties.

A. HEALTH DEPARTMENT:

1. Dental Premium Cost for Part-time Dentists:

- a. Schedule of Employer pro-rated percentage contribution for Dental Insurance premium cost as it applies to part-time dentists only.
- b. This schedule which appears below shall apply to part-time dentist only. All other employees in classifications listed herein will be governed by the definition of a "Regular Employee", as provided for in the Agreement between the County of Macomb and Macomb County Employees' Association. This definition requires that the affected employee MUST work thirty (30) or MORE hours, per week, to be eligible for Employer payment of "fringe benefits".

<u>Regularly Scheduled Hours Per Week Worked</u>	<u>Percent Of Premium Cost To Be Paid By The County</u>
15	4.5%
16	9.0%
17	13.5%
18	18.0%
19	22.5%
20	27.0%
21	31.5%
22	36.0%
23	40.5%
24	45.0%
25	49.5%
26	54.0%
27	58.5%
28	63.0%
29	67.5%
30	72.0%
31	76.5%
32	81.0%
33	85.5%
34	90.0%
35	94.5%
36	97.5%
37 1/2	100.0%

2. Annual Leave:

- a. An employee hired or transferred into the classification listed below on or before December 31, 1978, will continue to receive the currently granted one

(1) additional week of Annual Leave in lieu of overtime and/or compensatory time off, for any and all overtime work authorized and worked.

The eligible employee is: Norman Kerr, Environmental Health Supervisor.

- b. Employees hired or transferred into the classification listed above, on or after January 1, 1979, will be ineligible for and shall not receive the one (1) additional week of Annual Leave referenced herein. Such employees will only accrue Annual Leave referenced herein. Such employees will only accrue Annual Leave as prescribed in the Macomb County Employees' Association Master Agreement, dated January 1, 1992.
- c. All other present or future employees in classifications listed in the Health Department section of Appendix B, will only accrue Annual Leave as prescribed in the Macomb County Employees' Association Master Agreement dated January 1, 1992.

3. Promotions:

- a. Promotions to a higher classification within this Supplemental Agreement shall be based upon qualifications, as determined by the Employer. If qualifications are determined to be equal, seniority shall then be given first consideration.
- b. Probation Period: An employee with regular status promoted to a higher classification will have a period of one hundred and twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.

4. Beeper Compensation:

Effective January 1, 1986, employees in the classification of Environmental Health Supervisor are to receive \$150 for each week that they are required to carry a beeper.

B. LIBRARY:

For the purposes of this Supplement, and unless otherwise stated in this Supplement, a regular employee shall mean one who is hired to work on a regular basis to fill a budgeted position, regardless of number of hours scheduled to work.

1. Holidays: The County Library will be closed and employees who qualify shall be granted time off with pay for the following holidays:

New Year's Day	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st
Labor Day	1/2 day Good Friday
Thanksgiving Day	

- a. Employees normally scheduled to work the above referenced holidays will receive the day off with pay. An employee not normally scheduled to work that

holiday will receive compensatory time off at straight time pay in accordance with established Library policy. Example: An employee normally scheduled to work Monday through Friday, shall receive compensatory time off as stated herein, whenever the holiday falls on Saturday.

b.

(1) The Library will be open and employees who are scheduled and actually perform work on the following holidays will receive compensatory time off at straight time, in accordance with established Library policy. All other eligible employees will be granted time off with pay for the holidays designated herein. If any of these holidays fall on Saturday or Sunday those employees normally scheduled to work Monday through Friday will receive compensatory time off in accordance with established Library policy.

(2) For 1988, and beyond, the Library shall remain open on the following holidays:

Martin Luther King Jr. Day	Day AFTER Thanksgiving
Columbus Day	Floating Holiday
Veterans' Day	General Election Day (observed
Presidents' Day	in the EVEN number years only)

c. Employees who are provided compensatory time-off at straight time pay, as provided for in paragraphs a. and b., above, shall be required to take the actual compensatory time only in the same blocks of time that the hours were earned. For example, a full-time employee, who earns 7 1/2 hours of compensatory time for working on a holiday in which the Library remains open, shall be required to take all of the 7 1/2 hours of compensatory time at one time.

d.

(1) Regularly scheduled part-time employees shall receive pro-rated holiday benefits in accordance with established Library policy. Such part-time employees shall not be given the full seven and one-half (7 1/2) hours paid holiday time. They will receive compensatory time off through a formula that provides for the same fraction of a full work day (7 1/2 hours), that their total hours of pay represent of a full-time pay period (75 hours). Example: If a regularly scheduled part-time employee works fifty (50) hours per pay period, the employee would be working 50/75 or 2/3rds of seven and one-half (7 1/2) hours, which is five (5) hours.

(2) This procedure for determining holiday benefits for regularly scheduled part-time employees, may require some rescheduling of the affected employees by their respective Division Heads.

2. Promotions:

a. Promotions to a higher classification within this Supplemental Agreement shall be based upon qualifications, as determined by the Employer. If qualifications are determined to be equal, seniority shall then be given first consideration.

(1) For promotional purposes, there is no distinction between full-time or part-time employees who are represented by the Macomb County Employees Association (MCEA) at the Macomb County Library.

(2) In a promotional situation, where qualifications have been determined to be equal by the Employer, seniority referenced at section 2.a of the current Supplemental Agreement-Library, and all preceding Master and Supplemental Agreements, between the County of Macomb and MCEA, shall mean seniority in the MCEA bargaining unit.

b. Probation Period: An employee with regular status promoted to a higher classification will have a period of one hundred and twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.

3. Seniority List: The Employer shall post a seniority list once each year during the month of January.

4. Insurance Benefits: (see also Master Agreement, dated January 1, 1992)

a. Part-time employees, who are regularly scheduled to work less than fifteen (15) hours per week, shall not be eligible for hospital-medical, life and dental insurance coverages.

b. For Part-time employees, who are regularly scheduled to work fifteen (15) hours or more per week, but less than thirty (30) hours per week, the County will pay six point five percent (6.5%) of the premium cost of hospital-medical, life and dental insurance coverages, as applicable for each hour worked beginning with the fifteenth (15th) hour worked within the employee's work week, as follows:

<u>Regularly Scheduled Hours Per Week Worked</u>	<u>Percent Of Premium Cost To Be Paid By The County</u>
15	6.5%
16	13.0%
17	19.5%
18	26.0%
19	32.5%
20	39.0%
21	45.5%
22	52.0%
23	58.5%
24	65.0%
25	71.5%
26	78.0%
27	84.5%
28	91.0%
29	97.5%
30	100.0%

5. Scheduling:

It is understood and agreed that regular employees, normally scheduled Monday through Friday, may at the discretion of the Employer, in accordance with seniority and qualifications to perform the necessary assignment, have their regular schedule altered, so as to cover Saturday operation of the Library with no additional costs to the County due to overtime payments.

6. Pre-Professional Librarian/Trainee:

The salary of a Pre-Professional Librarian/Trainee working toward a Master's Degree in Library Science shall begin four increments below the regular salary for Librarians; however, a Trainee hired with twelve (12) or more semester hours (or their equivalent) toward the MLS, and with prior library experience, may be started at step one of the Librarian's pay scale. A Pre-Professional Librarian/Trainee will receive regular increments.

- a. Management will pursue hiring of a Pre-Professional Librarian/Trainee only when attempts to fill Librarian positions with fully qualified personnel have failed.
- b. The Pre-Professional Librarian/Trainee is required to complete six (6) semester hours (or their equivalent) toward a Master's Degree in Library Science each year. Proof of the successful completion of the six (6) semester hours will be presented to the Library Administration as courses are completed.
- c. An employee in this classification may be terminated at the discretion of the Library Department Director if no effort is being made to obtain a Master's Degree in Library Science.

7. Sunday Service:

Sunday work is voluntary. An employee covered by this Supplement who works on Sundays will be paid one and one-half (1 1/2) times his/her current hourly rate of pay, for all time worked.

8. Sick Leave:

Employees who are working as regular employees but for a period each week less than the hours of normal employment shall be entitled to sick leave, as above, on a basis proportionate to the time they have worked.

9. Annual Leave (Vacation):

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.

C. PROBATE COURT:

1. Workers Compensation Disability - For Certain Probate Court Employees:

Employees in the following classifications only, shall receive hazardous duty disability

compensation: Assistant Superintendent, Case Work Supervisor, Cook II, Counseling Therapist, Program Coordinator, Psychologist, Referee I, Referee II, Shift Supervisor, Supervisor and Supervisor of Therapy. Disability compensation for the employees in these classifications only, shall be provided under the following conditions:

- a. An employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:
 - (1) The term "actual performance of duty" shall be defined as job assignment and job related activities that are specifically directed by or verified by the Juvenile Court Judge or designee.
 - (2) The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
 - (3) The total incapacity, as above set forth, must continue for the duration of the period of compensation.
 - (4) Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
 - (5) The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
 - (6) For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, sick leave and annual leave time.
 - (7) The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 10, 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.
 - (8) An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty without restrictions.
 - (9) Disability compensation shall be made to eligible County employee in the following manner and upon the following basis:
 - (a) The compensation received by such employee under the Worker's Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to

continue for a period of twenty-six (26) weeks from date of incapacitating injury. At the end of said twenty-six (26) week period the Employer shall review the disability status of the injured employee to determine if an additional twenty-six (26) week extension shall be granted, dependent upon the physical condition and ability of the employee to perform other available County employment. In no event shall the period of supplementation under this provision exceed fifty-two (52) weeks from the date of incapacitating injury.

- (b) If the disability exists at the end of the fifty-two (52) week period, the compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for fifty-two (52) weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
- (c) Upon the expiration of the one hundred four (104) weeks, an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 23, Retirement System and the Macomb County Employees' Retirement Ordinance.
- (d) Any Sick or Annual Leave earned and accrued shall be paid to the former employee upon termination of the active employment relationship.

- b. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

2. Work Schedule:

Effective March 10, 1980, and for the duration of the Agreement between the Parties terminating December 31, 1994, the following classifications may be scheduled to work an additional two and one-half (2 1/2) hours per week maximum, depending on need determined by the Probate Judge (Juvenile Division) or designee, as follows:

Assistant Youth Home Superintendent
Case Work Supervisor
Counseling Therapist
Program Coordinator

Additional Hours: The additional hours referenced above may be scheduled pursuant to the following conditions:

- a. The additional hours will be paid at respective straight time hourly rates only.
- b. The additional hours will be scheduled and worked on a given evening and/or during two (2) given evenings per week.
- c. The purpose of the additional hours is to provide added opportunities, for the classifications listed above, to supervise their respective staff, and to consult and counsel with their respective case loads.
- d. Employees in the classifications listed above will be required to abide by the accountability procedures, established by the Macomb County Probate Judge (Juvenile Division).

3. Beeper Compensation:

- a. Effective April 1, 1991, employees in the classification of Probate Court Referee are to receive \$225 for each week that they are required to carry a beeper.
- b. Employees, while on beeper duty who are actually required to report to the premises, will be compensated for a minimum of four (4) hours at one and one-half (1 1/2) times the regular hourly rate for the time worked while on the premises. Such overtime pay shall be in addition to the compensation received for carrying a beeper.

4. Promotions:

- a. Promotions to a higher classification within this Supplemental Agreement shall be based upon qualifications, as determined by the Employer. If qualifications are determined to be equal, seniority shall then be given first consideration.
- b. Probation Period: An employee with regular status promoted to a higher classification will have a period of one hundred and twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.

5. Shift Premium For Youth Home Shift Supervisor: Shift premium shall be paid only to employees in the classification of Youth Home Shift Supervisor. Shift premium shall be paid according to the following provisions and terms:

- a. Effective July 1, 1991, eligible employees working the afternoon and midnight shift shall receive an additional \$.10 per hour for actual hours worked.

b. For the purpose of this Section, only the following shifts qualify:

Afternoons: 3:00 p.m. to 11:00 p.m.

Midnights: 11:00 p.m. to 7:00 a.m.

c. Shift premium for eligible employees who work shifts in addition to their regular scheduled shifts, shall be paid as follows:

- (1). An employee who normally begins work on the day shift and works over into the afternoon shift, would receive afternoon shift premium for the afternoon shift hours worked, only.
- (2). An employee who normally begins work on the afternoon shift and works over into the midnight shift, would receive shift premium for hours worked on the afternoon shift and the midnight shift.
- (3). An employee who normally begins work on the midnight shift and works over into the day shift, would receive midnight shift premium for the midnight shift hours worked, only.

APPENDIX D

APPLICATION FOR MEMBERSHIP DUES/SERVICE FEE AUTHORIZATION

MACOMB COUNTY EMPLOYEES' ASSOCIATION

LOCAL I

Category: () Membership
 () Service Fee

Date _____

(Please Print)

Applicant's Name: _____
 Last Name First Name Initial

Social Security No.: _____

Home Address: _____ Home Phone No.: _____

Business Address: _____ Bus. Phone No.: _____

Employer: _____ Department: _____

Division: _____ Classification: _____

I, the undersigned, hereby apply for membership or authorize service fee status in the Macomb County Employees Association. The dues/service fees are _____ a month, payable monthly by payroll deduction, unless other arrangements are made.

Signature of Applicant

LETTER OF UNDERSTANDING
between
MACOMB COUNTY EMPLOYEES ASSOCIATION
and
COUNTY OF MACOMB

RE: PANEL OF ARBITRATORS

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

PANEL OF ARBITRATORS

1. Patrick A. McDonald
2. Sol Elkin
3. Hiram S. Grossman
4. Mario Chiesa
5. Mark Glazer
6. Raymond J. Buratto

FOR THE ASSOCIATION:

Jay R. Coyle
Gallie A. Helzer

FOR THE EMPLOYER:

William M. Dool

Dated: 2-17-94

LETTER OF UNDERSTANDING
between
MACOMB COUNTY EMPLOYEES ASSOCIATION
and
COUNTY OF MACOMB

In 1993, and again in 1994, the Employer shall provide to all members of MCEA, 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 MCEA, or should non-union employees receive a gross economic increase which exceeds that negotiated by MCEA, the Employer shall provide an additional wage increase to the members so that MCEA 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 employee's 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 MCEA, in lieu of an equivalent increase in base wage rate.

FOR THE ASSOCIATION:

Jay R. Coates
Patty A. Helzer

FOR THE EMPLOYER:

William M. Israel

DATED:

2-17-94

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