

12/31/94

AGREEMENT  
between  
COUNTY OF MACOMB  
and  
MACOMB COUNTY EMPLOYEES' ASSOCIATION  
LOCAL II

*Macomb County*

January 1, 1992  
through  
December 31, 1994

MCEA Local II

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1992 - 1994 AGREEMENT

MCEA LOCAL II

THIS AGREEMENT entered into on the first day of January, 1992, between the COUNTY of MACOMB, the MACOMB COUNTY PROBATE COURT, the MACOMB COUNTY CIRCUIT COURT and the MACOMB COUNTY PROSECUTING ATTORNEY, hereinafter referred to as the EMPLOYER(s), 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 Appendices A, B and C and shall be identified as Local II of the MCEA.

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

RECOGNITION OF ASSOCIATION

- A. 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 for all employees described in MERC Case No. R92 A-1, 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.
- B. The Bargaining Unit shall consist of those employees of the Employer holding a position in the classifications designated in Appendices A, B and C. Bargaining Unit positions shall not be reclassified or retitled for the purpose of removing same from the Bargaining Unit without prior agreement between the Parties.

ARTICLE 3

DEDUCTION OF ASSOCIATION DUES AND/OR SERVICE FEES

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

ARTICLE 4

MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES

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

- A. Employees covered by this Agreement at the time "Agency Shop" becomes effective and who are members of the Association at that time shall be required to continue membership in the Association for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Association at the time "Agency Shop" becomes effective shall be required to become members 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. The time referred to herein will commence August 1, 1974.

- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of "Agency Shop" and covered by this Agreement, shall become members of the Association or pay an equivalent service fee to the Association.
- D. If the employee chooses not to exercise the Payroll Deduction for Association Dues and/or Service Fees, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required (and if not already a member), and the periodic dues uniformly required, shall be deemed to meet the conditions of this Article 4.

Employees who do not elect to become members of the Association, shall pay, in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Article 4.

- F. Employees shall be deemed to be in compliance with the meaning of this Article 4 if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- G. The Employer shall be notified in writing, by the Association, of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- H. Failure of employees covered by this Agreement to comply with provisions of this Article, shall, at the conclusion of the grace period of sixty (60) days referred to in Section G above, and upon receipt of written request and proof of failure to comply from the Association, the Employer shall terminate employment of such employee.
- I. 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 3, Deduction of Association Dues and/or Service Fees and Article 4, Membership Dues or Agency Shop Service Fees of this Agreement.

## ARTICLE 5

### REPRESENTATION

- A. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.
- B. The Association will have stewards adequate to represent the bargaining unit. The Association will have two (2) stewards representing the bargaining unit employees in Appendix A, one (1) for Appendix B and one (1) for Appendix C. The number may be increased or decreased by agreement between the Employer and Association. The Employer and the Association may redistrict the Unit from time to time by agreement.

- C. Stewards shall be permitted a maximum of one (1) hour per day during their working hours, without loss of time or pay, for the purpose of investigating and presenting grievances to the Employer, PROVIDED, a greater period of time may be permitted by authorization in writing from their immediate Supervisor or the Department Head.
- D. The President or, in his/her absence, the Vice President shall be permitted a maximum of two (2) hours per day during working hours, without loss of time or pay for the purpose of investigating and presenting grievances to the Employer that have been referred to the President.

## ARTICLE 6

### 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 7

### 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 8

### 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 9

### 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 must first discuss the specific grievance with his/her immediate Supervisor. A Steward shall be present at this meeting; otherwise, the complaint shall not be considered a formal grievance, as outlined in this Article. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.
  2. STEP 2: WRITTEN:
    - a. If the grievance is not settled at the verbal step, a written grievance may be filed by the 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 Steward and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.
    - b. A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head shall give a written answer to the Steward.
  3. STEP 3: DIRECTOR OF PERSONNEL-LABOR RELATIONS:
    - a. If the grievance is not settled in Step 2, such grievance may be submitted by the 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 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, the steward 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 or designee'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, it shall cause its disposition to 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. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment, except for grievances arising out of Article 8, Rates For New Jobs.
4. 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.
5. 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.
6. The arbitrator shall be without power to award a retroactive pay adjustment in a like or analogous situation since the Award is not a binding precedent.
7. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.

8. 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.
9. The fees and approved expenses of an arbitrator will be paid by the Parties equally.

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, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) days from the date of withdrawal, the grievance shall not be reinstated.
2. Computation of Back Wages: All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation received for employment obtained subsequent to removal from the Payroll of the Employer.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular Step of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Association with its answer in writing to the particular Step within the specified time limits, the Association may appeal the grievance to the next Step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.
4. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.
5. Time limits may be extended or shortened by written mutual consent by the Parties.
6. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.
7. Records, reports and other information pertaining to a grievance which are requested by the Association shall be made available for inspection and copying by the Association, provided the proper representative of the Association makes a request for the specific document referenced above and the affected employee has authorized in writing the release of said information.

ARTICLE 10

EMPLOYEES

- A. Regular Employee: A regular employee is defined as one who is hired on a regular basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked thirty (30) hours per week or more for a period of at least six (6) consecutive months, PROVIDED, such status as a regular employee shall continue so long as the foregoing minimum standard is complied with.
- B. New Employee: A new employee is to be started at the minimum salary based upon the applicable hourly rate, designated for the position to be used; PROVIDED, however, upon consultation between the Department Head, Director of Personnel-Labor Relations and the

Finance Director, the employee if he/she has had previous experience in work similar to the type of work to be performed for the County, may be given credit for one-half (1/2) of such experience and the minimum salary may be increased on the basis of increments allowed if said employee had been employed by the Employer. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Department Head is desirous of allowing a greater starting salary than set forth above, it must be approved by the Chairman of the Board of Commissioners, Chairman of the Budget Committee, Finance Director and the Personnel-Labor Relations Director.

## ARTICLE 11

### SALARY SCHEDULE

- A. For 1992: See Appendix D (Salary 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 D, Salary 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 D, Salary Schedule).
    - b. Article 5, Representation, in its entirety.
- C. It is understood and agreed present and future salary supplementation for County Juvenile Agent and/or Assistant County Juvenile Agents covered by this Agreement shall be contingent upon continuation of compensation given by the State of Michigan, in accordance with applicable Statutes.
- D. It is further understood and agreed the intent of County salary supplementation is to provide for employees covered by this Agreement, a salary which after combining the State salary and County supplementation shall not exceed that amount of salary the employees would receive taking into account the minimum salary of the classification, plus increments received per the County increment schedule, plus any increases agreed upon through collective bargaining. The County Juvenile Agent and the Assistant County Juvenile Agents shall be covered by Article 30, Seniority; Article 31, Layoff; Article 32, Recall and Article 34, Special Conferences, of this Agreement.

## ARTICLE 12

### WORKING HOURS AND OVERTIME

- A. Juvenile Court Probation Officers, Detention Diversion Workers and Youth Home Counselors may be scheduled to work an additional two and one-half (2 1/2) hours per week maximum, pursuant to the following conditions:

1. The additional hours referred to will be paid at respective straight time hourly rates only.
  2. The additional hours will be scheduled and worked on a given evening and/or during two (2) given evenings per week as such schedule is determined by the Macomb County Probate Judge, Juvenile Division and/or designee.
  3. The purpose of the additional hours is to provide added opportunities for Probation Officers to consult and counsel with their respective case loads.
  4. Probation Officers will be required to abide by accountability procedures, as established by the Macomb County Probate Judge, Juvenile Division, as these procedures relate to the additional hours referenced herein.
- B. Employees at the Prosecuting Attorney Office and Friend of the Court only, will be eligible for overtime pay as follows:

Overtime pay shall be allowed at the rate of time and one-half (1 1/2) for all work in excess of seven and one-half (7 1/2) hours per day, and in case of emergency at times other than the normal scheduled shift, providing such overtime is scheduled and authorized by the Department Head.

#### ARTICLE 13

##### 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 14

##### TEMPORARY ASSIGNMENT

- A. 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.
- B. 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, permanent 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.

#### ARTICLE 15

##### 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 January 24, 1991, 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 January 24, 1991.

For accumulated sick leave payoff purposes, as provided in Article 16, 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 16

##### 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 17

##### 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 18

#### WORKER'S COMPENSATION DISABILITY

Except for Juvenile Court employees who are covered under Article 19, Worker's Compensation Disability - For Certain Juvenile 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 his/her assigned duties, 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 24, 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 19

##### WORKER'S COMPENSATION DISABILITY - FOR CERTAIN JUVENILE COURT EMPLOYEES

Employees in the following classifications only, shall receive hazardous duty disability compensation: Juvenile Court Probation Officer, County Juvenile Officer, Assistant County Juvenile Officer, Detention Diversion Worker and Youth Home Counselor. 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 his/her assigned duties, 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 an 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 his/her assigned duties. In no event shall the period of supplementation under this provision exceed fifty-two (52) weeks from the date of incapacitating injury.
  - b. If the disability exists at the end of the fifty-two (52) week period, the compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for fifty-two (52) weeks or until the employee's Sick Leave Reserve (and annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.

- c. Upon the expiration of the one hundred four (104) weeks, an employee unable to return to duty shall be terminated by the 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 24, Retirement System and the Macomb County Employees' Retirement Ordinance.
  - d. Any Sick or Annual Leave earned and accrued shall be paid to the former employee upon termination of the active employment relationship.
- B. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

ARTICLE 20

ANNUAL LEAVE (VACATION)

- A. Every full-time employee with less than five (5) consecutive years of service shall be entitled to Annual Vacation 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 Vacation 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 shall not exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.

- G. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- H. Annual 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 two (2) or more employees request the same Annual Leave period, the senior employee shall be granted the Annual Leave period.
- L. Annual Leave Request And Approvals For Probation Officers, Diversion Workers And Youth Home Counselors:

Each year the above employees will be asked to submit a tentative vacation request which will cover the time frame from April 1st of the current year to March 31st of the following year. This tentative request must be submitted prior to March 15th of the current year. The requests will be approved or denied on the basis of each supervisory unit's needs. The employee with the greatest department seniority (as defined in the current Agreement) will have preference.

Employees who submit requests after April 1st for Annual Leave will have their request considered on the basis of date submitted and the needs of each supervisory unit.

- M. 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 holidays benefit provision in the Agreement between the Parties.

ARTICLE 21

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 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 22

### 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 23

#### 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 as soon as possible after ratification of this Agreement, the Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit Life Insurance. If this option is selected, the amount of coverage must be equal to either (2) times or three (3) 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.
- 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 March 1, 1991, 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 March 1, 1991, 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 March 1, 1991, 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 March 1, 1991 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, 2.j 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 shall be extended to the current spouse of eligible employees, provided such employee retires on or after January 1, 1974.
  - (4) Such PDR coverage shall be limited to the eligible employee ONLY, if the said employee retired on or after April 1, 1973, but prior to January 1, 1974.
  - (5) Employees who retired prior to April 1, 1973, are ineligible for this Employer paid PDR coverage. In the event they are eligible to participate in said coverage, it shall be at the employee's own choice and expense.
- d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for

employees who retire and/or their current spouse.

- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:

Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the employee retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.

- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
- g. Effective March 1, 1991, 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 March 1, 1991, 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 March 1, 1991, the Employer shall begin a program to coordinate and to eliminate over-lapping 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 March 1, 1991, 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 March 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 24

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 with the first pay of July, 1987, 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 March 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 as soon as possible after ratification of this Agreement, in the event a bargaining unit member, who has eight (8) or more years of

credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than ninety (90) days after the employee becomes 65 years of age.

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

- 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 25

#### 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:

CONTINUOUS YEARS SERVICE  
ON OR BEFORE OCTOBER 31ST  
OF EACH YEAR

<u>STEP</u>	<u>OF EACH YEAR</u>	<u>AMOUNT</u>
1	5 through 9	\$ 320
2	10 through 14	\$ 640
3	15 through 19	\$ 960
4	20 through 24	\$1,280
5	25 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 ordinances 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.

- G. Longevity Compensation will be granted to the County Juvenile Agent and Assistant County Juvenile Agent, on a basis that will equal Longevity Compensation given budgeted Juvenile Court Probation Officers.

#### ARTICLE 26

##### 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 boards shall not be used by the Association for disseminating propoganda and among other things, shall not be used by the Association for posting or distributing pamphlets pertaining to political matters.

#### ARTICLE 27

##### 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 28

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 29

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 30

SENIORITY

A. Seniority and Probationary Period:

- 1. Probationary Period: The probationary period for new employees will be a period of six (6) 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 through the

grievance procedure and/or special conference provision of this Agreement, as such recourse relates to the dismissal.

2. Upon successful completion of the probationary period, the employee's seniority will be retroactive to the date of full-time departmental employment.
3. Departmental seniority shall apply only for those employees listed in Appendix A, B and C, and shall commence after an employee successfully completes his/her probationary period within his/her respective department.

Departmental seniority will prevail for purposes of annual leave, overtime preference, bumping rights, layoff rights and recall rights within the department.

Departmental seniority will continue so long as the employee remains within the same department. An employee promoted or transferred to a different classification within the department will retain his/her departmental seniority date, after completion of a trial or probationary period.

4. Date of entry into County employment will provide a seniority date that will prevail for purposes of annual leave, sick leave eligibility and accumulation, longevity, retirement and similar fringe benefits the Parties hereto may agree to.

B. Loss of Seniority: An employee shall forfeit seniority rights for the following reasons:

1. He/she resigns or terminates his/her employment with the Employer.
2. He/she is dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the Parties.
3. He/she is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. 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. He/she does not return to work when recalled from layoff. The recall rights are as spelled out in this Agreement between the Parties.
6. Return from sick leave and leaves of absence will be treated the same as B.3 above.
7. The employee withdraws his/her contributions from the Macomb County Employees' Retirement System.

## ARTICLE 31

### LAYOFF

- A. Layoff is defined as reduction in the working force.
- B. If a layoff becomes necessary, the following procedures will be mandatory:

1. Layoffs, as required, shall be made within the affected classifications in the affected department.
  2. Such reduction will be made in the first instance, by terminating probationary employees in the affected classifications.
  3. If a further reduction in the force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected classification in the affected department. For the purposes of layoff and recall only, the employees in classifications noted in Appendix A will be considered as one classification.
  4. When an employee is laid off, due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace an employee with less seniority in the affected classification in the affected department only. Such employee may bump an employee in an equal or lower job classification under the following conditions:
    - a. He/she shall have seniority as required and as defined in the Seniority article 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. Failure of the affected employee to exercise such bumping rights at the time of layoff, will result in forfeiture of bumping rights during the term of such layoff.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Association Secretary shall receive a list from the Employer of the employees being laid off, on the same date the notices are issued to the employees.

## ARTICLE 32

### RECALL

- A. When the working force is increased after a layoff, employees will be recalled according to seniority as listed under the Seniority Article herein. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her personnel file located in the Personnel Department, by Certified Mail. If the affected employee fails to report for work within ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.
- B. Recall rights for laid off employees will be limited to a period of one year or length of departmental seniority, as described in Seniority Article, whichever is longer and except for employees hired on or after January 1, 1983, who upon layoff shall have recall rights limited to length of seniority, but in no event to exceed a period of eighteen (18) months following date of such layoff. Upon expiration of either period, whichever is applicable, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

ARTICLE 33

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 34

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 35

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 36

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 37

TERMINATION AND/OR MODIFICATION

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

- A. If either Party desires to terminate this Agreement, it shall one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment as hereinafter provided, or if each Party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either Party on one hundred twenty (120) days written notice prior to the current year's termination date.
- B. If either Party desires to modify or change this Agreement it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- C. Notice Of Termination And/Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Association, to the Association President, Macomb County Employees' Association, Local II, P.O. Box 43052, Mt. Clemens, Michigan 48043, and if to the Employer, addressed to the Director, Personnel-Labor Relations, County Building, Mt. Clemens, Michigan 48043, or to any such address as the Association or the Employer may make available to each other.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.

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

FOR THE ASSOCIATION:

*[Signature]*  
Talley A. Helzer

FOR THE EMPLOYER(s):

*[Signature]*

DATED: 2-17-94

DEPARTMENTS AND CLASSIFICATIONS

Appendix A - Juvenile Court

1. Juvenile Court Probation Officer
2. Adoption Case Worker
3. County Juvenile Agent
4. Assistant County Juvenile Agent
5. Detention Diversion Worker
6. Youth Home Counselor
7. Community Service Coordinator
8. Vocational Counselor

Appendix B - Prosecuting Attorney

- \* 1. Chief Investigator
2. Chief Deputy Investigator
3. Investigator II
4. Investigator

Appendix C - Friend of the Court

- \* 1. Chief Field Investigator
2. Field Investigator II
3. Field Investigator I
4. Support Investigator

\* During the term of this Agreement, the Parties agreed to move the classifications to Local I of the MCEA.

APPENDIX D  
SALARY SCHEDULE

A. JUVENILE COURT CLASSIFICATIONS:

Probation Officer\*

1992: 25,522.04 - 37,576.46

Adoption Caseworker

1992: 27,474.97 - 38,860.15

Detention Diversion Worker

1992: 24,723.39 - 36,108.55

Youth Home Counselor

1992: 25,523.19 - 38,482.38

Community Service Coordinator

1992: 25,522.04 - 37,576.46

Vocational Counselor

1992: 25,743.12 - 35,891.69

\*Same pay ranges for County Juvenile Agent and Assistant County Juvenile Agent.



B. PROSECUTING ATTORNEY CLASSIFICATIONS:

Chief Investigator

1992: 26,126.77 - 36,879.93

Chief Deputy Investigator

1992: 25,041.50 - 35,903.28

Investigator II

1992: 24,625.34 - 35,147.86

Investigator

1992: 23,936.85 - 34,661.56

C. FRIEND OF THE COURT CLASSIFICATIONS:

Chief Field Investigator

1992: 26,767.14 - 36,042.06

Field Investigator II

1992: 26,166.78 - 35,387.20

Field Investigator I

1992: 24,491.86 - 34,140.10

Support Investigator

1992: 22,827.03 - 33,022.57



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

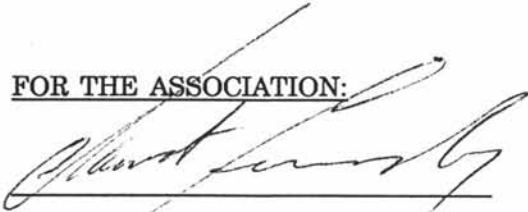
RE: PANEL OF ARBITRATORS

The Parties agree that the following arbitrators shall serve on the panel of grievance arbitrators as per Article 9, Grievance Procedure.

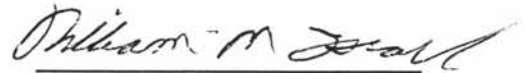
PANEL OF ARBITRATORS

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

FOR THE ASSOCIATION:

  
Pallya A. Helzer

FOR THE EMPLOYER:

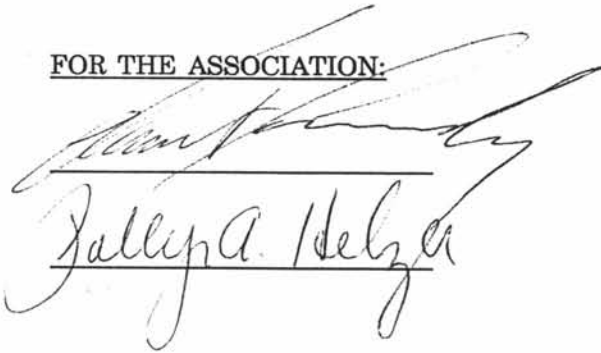
  
William M. J. Hall

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:

  
\_\_\_\_\_  
Jallisa Helzer

FOR THE EMPLOYER:

  
\_\_\_\_\_

DATED: \_\_\_\_\_

2-17-94

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