

12/31/94

AGREEMENT

between

COUNTY OF MACOMB

and

U.A.W., UNIT 39, LOCAL 412

representing

Certain Employees at the Office of Public Works, Prosecuting Attorney, Sheriff Department and Finance Department

Macomb County

January 1, 1992
through
December 31, 1994

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1992-1993-1994

AGREEMENT

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA, UAW, UNIT 39 OF LOCAL 412

This Agreement is entered into this 1st day of January, 1992, by and between the County of Macomb, a Michigan Municipal Corporation hereinafter referred to as the Employer and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Unit 39, Local 412 representing certain employees in the Offices of Public Works, Macomb County Prosecuting Attorney, Macomb County Sheriff and the Audit Division of the Finance Department, hereinafter referred to as the Union.

The Parties hereto, each of its duly authorized officials and representatives hereby accept this Agreement and each of the terms and conditions thereof, subject to ratification.

ARTICLE 1

PURPOSE AND INTENT

The 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 Union.

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

ARTICLE 2

STRIKES AND LOCKOUTS

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.

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

There shall be no lockout of its employees by the Employer.

ARTICLE 3

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and 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. R85 K-283, MERC Case No. R88 L-324 and MERC Case No. R89 K-274, 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 appointed officials.

ARTICLE 4

UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.
- D. Failure of employees covered by this Agreement to comply with the provisions of this Article, shall cause the Employer to terminate said employee's employment. The Union shall be required to make a written request for termination under this provision and shall include justification for its implementation.
- E. Upon written notice by the Financial Secretary-Treasurer of UAW Local Union 412 to the Employer of the failure of an employee to tender the periodic dues, representation fees, and/or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, the Employer shall send notice to said employee of its intent to discharge him/her and the reason thereof. Upon subsequent failure of the employee to tender said dues, representation fees, and/or initiation fees within five (5) days of receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within the five (5) days of receiving notice of intent to discharge as referred to above, such discharge shall be rescinded.
- F. The Employer shall deduct monthly dues and fees from the second pay of the month from all employees for whom the Union has delivered a properly executed Authorization For Checkoff of Dues in the agreed upon form.
- G. The Employer shall remit to the Financial Secretary-Treasurer of UAW Local Union 412 all Union dues or fees collected pursuant to this Article from payroll checks on the last working day of the month such dues or fees are deducted.

ARTICLE 5

CHECKOFF AND REMITTANCE OF DUES AND FEES

- A. Upon written authorization from each employee, the Employer shall deduct from the wages of each, all fees and dues as are prescribed by the Union and/or this Agreement. Each employee and the Union hereby authorize the Employer to rely upon and to honor written certification by the Treasurer of the Union of the amounts to be deducted. Such deductions under all properly executed authorizations shall become effective at the time application is signed by the employee.
- B. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment.
- C. The Employer shall advise the Local Union of all new hires each sixty (60) days.
- D. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- E. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 4, Union Security, and this Article.

ARTICLE 6

UAW-V-CAP

- A. During the life of this Agreement, the Employer agrees to deduct from the pay of each employee voluntary contributions to the UAW-V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form in Appendix C provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW-V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form.
- B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form, together with the provisions of this section of the Agreement.
- C. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form for each employee for whom voluntary contributions UAW-V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" forms which have been properly executed and are in effect.
- D. Deductions shall be made, pursuant to the forms received by the Employer from the employees first union dues period in the first month following receipt of the checkoff authorization form and shall continue until the checkoff authorization is revoked in writing.

- E. The Employer agrees to remit said deductions promptly to the UAW-V-CAP, care of the International Union, United Automobile Aerospace and Agricultural Implement Workers of American (UAW). The Employer further agrees to furnish UAW-V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW-V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.
- F. The Parties hereby agree that the amount of \$1.00 represents a reasonable estimate of the Employer's costs of administering the voluntary political contributions checkoff program provided for in the agreement over the life of the Agreement. The Parties hereby additionally agree that the Union's obligation to bear the administrative costs of the aforementioned voluntary political checkoff program, has been met by the incorporation on estimated figure stated above into the total economic settlement package negotiated in this Agreement.
- G. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 7

DISCRIMINATION

The Parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment; and to these ends, agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, marital status, or handicap, except where based on a bonafide occupational qualification.

ARTICLE 8

UNION REPRESENTATION

- A. There shall be one (1) Unit Chairperson chosen from among the employees of this Agreement in a manner to be determined by the Union.
- B. The Employer agrees to recognize Union Stewards based on the following:
 - 1. Audit Division of Finance Department - one (1) steward
 - 2. Prosecuting Attorney Office - one (1) steward
 - 3. Public Works - one (1) steward
 - 4. Sheriff Department - one (1) steward
- C. In the absence of the Chairperson and/or Steward(s) an alternate shall be appointed.
- D. The Department Head shall be notified by the Union of the temporary appointment of an alternate steward.
- E. The Union shall notify the Director, Personnel-Labor Relations, in writing of the names of the Chairperson and the Stewards. In the event there is a change in the Chairperson or Steward(s), the Union shall give due notice within forty-eight hours prior to such Chairperson or Steward(s)

taking over his/her duties. The Steward and/or Chairperson may investigate and process reported employee grievances at the appropriate Step of the Grievance Procedure without loss of time or pay.

- F. Notwithstanding their positions on the seniority list, the Chairperson and Stewards shall be retained in their particular work areas and shifts for representation purposes during layoffs, if they are qualified to perform the work and any of their respective constituents still are at work. The Chairperson and Steward(s) shall be recalled to work after layoffs as soon as there is work available, in their particular work area, which they have the ability to perform and any of their constituents have been recalled to work. The Chairperson, in his/her respective work area, shall have seniority over the Steward regarding layoff and recall rights.

ARTICLE 9

TRANSFERS

- A. Transfer of Employees: If an employee is transferred to a classification under the Employer, not included in the Union, and is thereafter transferred again to a classification within the Union, such employee shall not accumulate seniority while working in the non-union 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.
- B. When a classification covered by this Agreement is transferred by the Employer to another location within the same department, or combined with a department within their bargaining unit, employees currently employed in such classification who are transferred to the new location will carry their classification seniority date with them.

ARTICLE 10

RATES FOR NEW JOBS

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

ARTICLE 11

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, except that grievances involving disciplinary actions, only, against employees of the Prosecuting Attorney's Office, only, shall be processed according to the procedures of Appendix D, Supplement To Master Agreement, Section B. 1.
- B. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:
 - 1. STEP 1: VERBAL: The employee or one member of a group of employees must first discuss the specific grievance with the immediate Supervisor. At the request of the

employee, the Steward may be present during the discussion. Reasonable time will be granted the employee for the purpose of appraising the Steward of the alleged grievance. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.

2. STEP 2: WRITTEN:

- a. If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward or Unit Chairperson with the employee's immediate Supervisor within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the Steward and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.
- b. A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head or designee shall give a written answer to the Steward.

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

- a. If the grievance is not settled in Step 2, such grievance may be submitted by the Unit Chairperson 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 Unit Chairperson 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 Unit Chairperson's written request. The Union representatives at said meeting may include, at the Union's discretion, the Unit Chairperson or designee, the grievant, the Steward and the UAW Regional Director or designee. 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 Unit Chairperson within ten (10) days of the completion of the Step 3 meeting.

4. STEP 4: APPEAL BOARD:

- a. If the Union does not accept the decision of the Director of Personnel-Labor Relations in Step 3, the Union may review the matter and, within ten (10) days of receipt of said Step 3 decision, the Unit Chairperson may submit the grievance in writing to the Appeal Board Step. The Union shall prepare a record which shall consist of the written grievance, all written answers to the grievance, and all other such written records, as may be appropriate. These shall be sent to

the Director of Personnel-Labor Relations at the same time as the Appeal to Step 4 is submitted.

- b. The Appeal Board shall be composed of two (2) representatives of the Union, and two (2) representatives of the Employer. The Union members shall be the Unit Chairperson and the UAW Regional Director or 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 Unit Chairperson'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 UAW Regional Director or designee has thirty (30) days from the final answer to file for arbitration, by sending a letter to the Director of Personnel-Labor Relations. If the UAW Regional Director or designee 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. The Arbitrator shall be selected by the members of the Appeal Board, or, in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the American Arbitration Association upon the request of either Party.
2. The Appeal Board shall submit to the Arbitrator all documents and facts regarding the grievance. No additional facts, not known to the other Appeal Board members shall be presented or accepted at the hearing, except as such facts or information may be made available to the Appeal Board members prior to the Arbitration hearing.

D. AUTHORITY OF THE ARBITRATOR:

1. The Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the four corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.
2. The loser of an arbitration case shall pay the cost of the Arbitrator's services and expenses. If it is a split decision, the Arbitrator shall make as part of the decision a ruling as to how the cost of his/her services and expenses shall be pro-rated.
3. To the extent that the laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal

from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

4. The Unit Chairperson, Steward and Grievant involved with a grievance that requires arbitration, will be compensated for normally scheduled working hours that are required in connection with the actual arbitration procedure.
5. Each Party will be responsible for compensation to witness(es) as required by the respective Party.

E. GENERAL CONDITIONS:

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

ARTICLE 12

SPECIAL CONFERENCES

- A. Special Conferences mutually agreed upon will be arranged between the Unit Chairperson and the Personnel-Labor Relations Director, or designated representative, for purposes of discussion of important matters. Such meetings shall be limited to two (2) representatives of the Employer and two (2) representatives of the Union, unless the Parties mutually agree to include additional persons.
- B. Arrangements for such Special Conferences shall be made in advance, in writing, 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.

- C. The members of the Union shall not lose pay for time spent in such Special Conferences.

ARTICLE 13

DISCIPLINE AND DISCHARGE

- A. DISCIPLINE: Disciplinary action or measures shall include the following: oral reprimand, written reprimand, suspension, discharge. Nothing in this action however, shall prevent the Employer from appropriately disciplining an employee should circumstances warrant, up to and including discharge. Copies of all disciplines which are affixed to the employee's personnel record shall be given to the employee and the Steward, or in his/her absence the Unit Chairperson.
- B. Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular Grievance Procedure, or through the Special Conference provision as provided for in this Agreement. If the employee does not want his/her Steward present at a disciplinary hearing, Management will provide the employee an opportunity to sign a waiver to that effect.
- C. DISCHARGE/SUSPENSION: The Employer shall not discharge or suspend any employee without just cause. If, in any case, the Employer feels there is just cause for discharge or suspension, the employee and his/her Steward, and in his/her absence, the Unit Chairperson, will be notified in writing that the employee has been discharged or suspended. The employee's immediate supervisor or other designated management representative will discuss the action to be taken with the employee and his/her Steward before the employee is required to leave the premises, if circumstances permit.
- D. The Union shall have the right to take up the discharge or suspension as a grievance at the Third Step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.
- E. Any employee found to be unjustly discharged or suspended, shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 14

EMPLOYEES

Regular Employee Defined: One who is hired on a regular basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked 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 requirements are met.

ARTICLE 15

EMPLOYEES - SALARIES - CLASSIFICATION CHANGES

- A. Salary Increments: After employment, each employee will be entitled to one normal increment after thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. The amount of each increment shall be shown in Appendix A., of this Agreement. All increments to be approved by the Department Head before becoming effective, providing any disapproval of an increment by a Department

Head shall be set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Personnel-Labor Relations Office.

- B. Classification Transfer: Any transfer or change of classification of an employee must first be approved by the Chairman of the Board of Commissioners, the Chairman of the Budget Committee, the Finance Director, and the Personnel-Labor Relations Director and the head of the particular department. Before approval is granted, a written statement is to be filed by the Department Head with the Finance Director explaining the reason for the transfer or change and an explanation of the work to be performed by the employee. In addition to the above, a written test may be required if it is deemed necessary.
- C. Temporary Assignment: An employee temporarily assigned to a higher job classification for a period in excess of five (5) working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. Payment for 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.
- D. Overtime/Compensatory Time: Employees covered by this Agreement scheduled and authorized to work overtime, beyond the 7.5 hours or beyond 37.5 hours per week, whichever is applicable, will receive compensatory time off for such overtime work on a straight time "hour for hour" basis only, unless otherwise provided for by agreement between the Parties. Such accumulated compensatory time will be taken at a time mutually agreed to, by the Department Head or designee, and the affected employee.

ARTICLE 16

JURY DUTY

- A. If an employee is called for jury duty, he/she shall provide his/her Supervisor with a copy, upon receipt of the official notice.
- B. The employee's regular salary shall be continued while serving on Jury Duty and the employee shall be required to sign over his/her Jury Duty checks to the County.

ARTICLE 17

LAYOFF AND RECALL

LAYOFF DEFINED: Except as otherwise provided for in this Agreement, Layoff and Recall is defined as follows:

- A. The word "layoff" means a 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 "non-interchangeable occupational groups" in the department.
 - 2. Such reduction will be made in the first instance by terminating probationary and temporary employees in the affected groups.

3. If a further reduction in force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected group in the department.
- C. When an employee is laid off, due to a reduction in the work force, he/she shall be permitted to exercise their seniority rights to "bump" or replace an employee with less seniority in classifications covered by this Agreement in the affected department only. Such employee may "bump" an employee in an equal or lower job classification under the following conditions:
1. They shall have seniority as required and as defined in Article 18, Seniority, of this Agreement.
 2. Current ability to do the available work, meet the qualifications and perform the duties of the job without a trial or training period.
 3. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff, by so notifying their Department Supervisor in writing. Failure of the affected employee to exercise such "bumping rights" at the time of layoff will result in forfeiture of "bumping rights" during the term of such layoff.
- D. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Unit Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- E. RECALL PROCEDURE: When the working force is increased after a layoff, employees will be recalled according to seniority as listed under Departmental Classification Seniority defined herein. Notice of recall shall be sent to the employee at his/her last known address, as listed in their personnel file, located in the Personnel Department, and sent by Certified Mail. If the 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.
- F. Recall rights for laid off employees who have completed their probationary period will be limited to length of the employee's seniority, up to a maximum of five (5) years. Upon expiration of this period, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

ARTICLE 18

SENIORITY

- A. Employees in the Unit shall be considered as probationary employees for the first six (6) months of employment in the Unit. When an employee completes the probationary period, he/she shall be entered on the seniority list as of the date of employment into the bargaining unit. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Appendix D, Supplement To Master Agreement, Promotions And Job Openings, Sections A.3b; B.2b; C.b and D.b of this Agreement, except discharges, suspensions or discipline for other than Union activity.

B. Seniority shall be by Departmental Non-Interchangeable Occupational Groups which are as follows:

1. Audit Division of Finance Department:

- Audit Officer
- Internal Auditor

2. Prosecuting Attorney Office:

- Chief Trial Lawyer
- Chief Appellate Lawyer
- Prosecutor Administrator
- Victim Witness Coordinator
- Victim Witness Advocate
- Victim Witness Agent

3. Public Works:

- Coordinator
- Engineer
- Finance
- Manager

4. Sheriff Department:

- Inmate Service Coordinator
- Prisoner Reimbursement Coordinator
- Vehicle Service Manager/Instructor

An employee transferred, or promoted, from one Non-Interchangeable Occupational Group to another Non-Interchangeable Occupational Group shall enter the new Non-Interchangeable Occupational Group with date of entry seniority.

If an employee should be laid off from the new Non-Interchangeable Occupational Group, he/she shall be transferred back to his/her original Non-Interchangeable Occupational Group with full accumulated seniority provided the Non-Interchangeable seniority in the original group allows the employee to return and the employee has the ability to perform the available work. If the employee is transferred back to his/her original group, the employee shall retain seniority in the new group for a period of time equal to the seniority the employee had at the time of such transfer to the original group, or for twelve (12) months from the date the employee last worked in the new Non-Interchangeable Occupational Group, whichever is longer. After which time, the employee will have relinquished his/her seniority in the new group and will only have the seniority in the original Non-Interchangeable Occupational Group.

Date of entry into County employment will be the seniority date that will prevail for purposes of accumulation and eligibility for annual leave, sick leave, longevity, retirement and similar "fringe benefits" the Parties hereto may have agreed to.

C. Seniority rights shall be forfeited if the employee:

1. Resigns or terminates employment.

2. Is discharged and not subsequently reinstated in accordance with appropriate provisions of the Agreement.
 3. 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 certified notification to the employee at his/her last known address that he/she has lost seniority, and that 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. Retires.
 5. Withdraws his/her contributions from the Macomb County Employees' Retirement Fund.
 6. Does not return to work when recalled from layoff.
 7. Fails to return from Sick Leave or Leave of Absence when scheduled. This shall be treated the same as 3 above.
- D. A seniority list for employees covered by this Agreement will be provided to the Union once each year during the month of January.

ARTICLE 19

HOLIDAY BENEFITS

- A. The designated holidays are:

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

- B. Employees covered by this Agreement who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designated holidays.
1. The holiday designated must fall on the week days, that is Monday through Friday.
 2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
 3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
 4. Christmas Eve and New Year's Eve:

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

ARTICLE 20

SICK LEAVE

- A. Every full-time employee shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Effective January 1, 1989, 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) to one hundred eighty (180) work days. Employees shall begin earning sick leave time in excess of the 125 days, effective January 1, 1989.

For accumulated sick leave payoff purposes, as provided in Article 21, 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 Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.

5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal Business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time may be the cause of denial of sick leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate of the adequacy of the reason for absence during the time for which sick leave is granted.
- F. Sick Leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Benefits 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 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 promptly. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use Sick Leave until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.

ARTICLE 21

ACCUMULATED SICK LEAVE PAYOFF

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

on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.

2. In case of death of an employee, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.

ARTICLE 22

FUNERAL LEAVE

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

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

ARTICLE 23

WORKER'S COMPENSATION DISABILITY

Employees covered by this Agreement who have sustained a personal injury arising out of and in the course of actual performance of duty in the services of Macomb County, which personal injury totally incapacitates them from performing their assigned duties, may be granted disability compensation for the period of total incapacity 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 14, Employees. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty without restrictions.
- H. Disability compensation shall be made to 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 wage 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 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, which ever 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 (2/3rds) of the employee's regular wage. The County's two-thirds (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 27, Retirement System and the Macomb County Employees' Retirement Ordinance.
 4. Any sick or annual leave earned and accrued once the County two-thirds (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 24

ANNUAL LEAVE (VACATION)

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

<u>Years Of Consecutive Service Completed</u>	<u>Days Earned Per Bi-Weekly Period</u>	<u>Up To A Maximum Of</u>
5	.57	15 days
10	.65	17 days
13	.77	20 days
20	.80	21 days
21	.84	22 days
22	.88	23 days
23	.92	24 days
24	.96	25 days

- C. Leave days may be accumulated to thirty (30) work days.
- D. Leave days cannot be used by an employee until they have been on the payroll for six (6) continuous months.
- E. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued vacation leave at the rate of pay said employee received at the time of termination.
- F. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- G. County of Macomb employees who have been in the Armed Services of the United States under military leave from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military service, be given a vacation bank at the rate of one day for each month or part thereof spent in the Armed Service. Such leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- H. Vacation schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- I. Split vacations may be granted only when such time off will not interfere with the smooth and efficient operation of the office. Authorization of the aforementioned time is contingent upon approval by the Department Head or designee.

- J. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- K. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head.
- L. When a holiday falls and is observed within an employee's scheduled vacation period, the vacation may be extended one or more days, or portion of a day, as applicable, continuous with the vacation. Holidays referred to are as specified in the holiday benefit provision of the respective Agreements between the Parties.

ARTICLE 25

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 receives 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.

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 leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.

3. Education:

- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
- b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.

4. Military:

- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee.
- b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.
- c. An employee while attending, pursuant to governmental orders, the two (2) week National Guard Training, is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority towards longevity, and to accumulate seniority towards retirement.
- d. An employee who goes on active military duty shall have re-employment rights as provided by State and Federal Statutes.
- e. A probationary employee who enters the Armed Forces must complete his/her probationary period upon his/her return to County employment, and upon completing said probationary period, will be provided seniority equal to the time spent in the Armed Forces and the time spent in previous County service.

5. Personal Reasons:
 - a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.

ARTICLE 26

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

- a. Effective January 1, 1990, the Life Insurance death benefit provided by the Employer will be two (2) times the annual salary rounded to the nearest thousand dollars and \$4,500 additional accidental death and/or dismemberment (AD&D) benefit.
- b. Effective February 1, 1989, bargaining unit members will be allowed to purchase additional death benefit Life Insurance, in amounts equal to that provided by the Employer through payroll deduction.
- c. The amount of life insurance, referenced in sections a and b above, shall be computed by using the employee's annual base salary as of January 1st of each year of this Agreement.
- d. 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. 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 from the Finance Department, Prosecuting Attorney's Office, Sheriff Department and for single subscribers from the Office of Public Works. Two (2) person and family subscribers from the Office of Public Works shall have their PDR monthly premiums paid by the Employer effective March 1, 1992 (for the months of January and February 1992, said subscribers paid \$8.00 per month for PDR coverage through payroll deduction).
 - d. Effective January 1, 1989, 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 January 1, 1989, the Employer shall offer Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
 - f. The Employer shall 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.i of this Article, the Employer will provide for eligible retirees and for their current spouse, at time of retirement, coverage under the PDR as follows:
 - (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
 - (2) Such PDR coverage shall be limited to the three dollar (\$3.00) Co-Pay Rider.

- (3) Such PDR coverage will be extended to the eligible employee and eligible current spouse, provided such employee retires on or after April 1, 1973.
- d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:
- Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the employee retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.
- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
- g. Effective January 1, 1989, 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 January 1, 1989, the Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provided Organization" program.
- i. For employees who retire on or after January 1, 1989, 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 January 1, 1989, 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 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 27

RETIREMENT SYSTEM

- A. The Employer shall continue the benefits as provided by the presently constituted "Macomb County Employees' Retirement Ordinance" and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the Statutes of the State of Michigan and provided further, that an annual statement of employees' contributions will be furnished to the employees.
- B. Effective January 1, 1987, Section 37 (b) of the Macomb County Employees' Retirement Ordinance will be amended for employees covered by this Agreement, to provide that the pension multiplier will be 2.10% 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 retired 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 the retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.
- D. Purchase Of Military Service Credits:
1. 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. A member who chooses the payroll deduction option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two (2) years of credits are being purchased, the member will have two (2) years to use the payroll deduction option).
 2. 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. Effective January 1, 1987 the retirement option described in Section 24, (E), (2), (b), of the Macomb County Employees' Retirement Ordinance as amended through January 1, 1980, commonly known as "Option D - Level Income Option", shall be amended to give the retirant the option of selecting survivor's benefits in conjunction with Option D. Said survivor's benefits shall correspond to those benefits known as Option A - 100% Survivor Allowance, Option B- 50% Survivor Allowance and Option C - Allowance for 10 Years Certain and Life thereafter, as described in Section 26 of said Ordinance.
- F. Non-Duty Death Retirement Allowance For Surviving Spouse (Effective January 1, 1989): Any member who continues in the employ of the County for more than ten (10) years and has not nominated a beneficiary as provided in the Macomb County Employees' Retirement Ordinance, and (1) dies while in County employment and (2) leaves a SPOUSE, the SPOUSE shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age 60 years, (2) elected Option A in Section 26 of the Macomb County Employees' Retirement Ordinance and (3) nominated his/her SPOUSE as beneficiary.
- G. Pop-Up Option: Effective as soon as possible after ratification of this Agreement, a retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26 (a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the

retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.

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

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

ARTICLE 28

LONGEVITY

- A. The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.
- B. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- C. The basis of longevity compensation is as follows:
1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.
 3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid sick leave, paid Worker's Compensation period not to exceed one year, or leave of absence without pay authorized by the Department Head or his/her designee and approved by the Personnel-Labor Relations Director; provided such approved leave of absence without pay shall not be considered in the computation of years of service for longevity compensation.

4. Effective January 1, 1992, the compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary, not exceeding \$18,000 paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph C-1 provided.

D. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000).

<u>Step</u>	<u>Continuous Years Service On Or Before October 31st Of Each Year</u>	<u>Percent Used By Base But Not In Excess Of \$18,000</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

E. Longevity payments shall be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, shall receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision E.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 the immediate family, education, military service and personal reason will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.

F. 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.

G. Longevity compensation shall be a separate and distinct annual payment to those eligible employees, but shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement regulations and ordinances of the County of Macomb and other applicable statutes.

H. Computations of longevity compensation shall be made by the Employer and paid upon approval thereof by the Finance Committee of the Macomb County Board of Commissioners.

- I. Payments to employees eligible as of October 31st of any year shall be due on December 10. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

ARTICLE 29

BULLETIN BOARDS

- A. The Employer will provide bulletin boards in the respective departments, which may be used by the Union for posting notices of the following types:
 1. Notices of recreational, educational and social events.
 2. Notices of Union elections.
 3. Notices of results of Union elections.
 4. Notices of Union meetings.
- B. Limit on Use of Bulletin Boards: The bulletin boards shall not be used by the Union for disseminating propaganda and among other things, shall not be used by the Union for posting or distributing pamphlets pertaining to political matters.

ARTICLE 30

MANAGEMENT RIGHTS

- A. The County retains and shall have the sole and exclusive right and authority to manage and operate the County, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the County; to assign employees to shifts in order to adequately staff shifts with experienced personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the type and scope and the type of facilities to be operated; to determine the methods, procedures and services to be provided. All of such rights are vested exclusively in the County.
- B. The County, in addition to the rights set forth in Section A above, shall have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff, recall; to establish schedules of work for employees; to establish work rules and rules of conduct, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the County in violation of any of the express terms and provisions of this Agreement.
- C. The County retains and shall have the sole and exclusive right to administer, without limitation, implied or otherwise, all matters not specifically and expressly covered by the provisions of Paragraphs A and B of this Article, or excepted by the provisions of any other Article of this Agreement.

ARTICLE 31

SAVINGS CLAUSE

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The Parties shall promptly meet to negotiate a replacement for the invalid provision.

ARTICLE 32

MILEAGE REIMBURSEMENT

Mileage reimbursement for employees required to use their personal vehicles in pursuit of assigned County business will be made.

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

Mileage reimbursement must be approved in advance by the Department Head.

ARTICLE 33

SNOW DAY POLICY

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

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

ARTICLE 34

PROFESSIONAL MEETINGS AND SEMINARS

- A. The Employer will encourage attendance at Seminars or Conferences, where in the view of the Employer, attendance is likely to increase the competency of an employee's professional capacity in his/her respective position.
- B. The Union may make recommendations to the Employer regarding functions where attendance by an employee is desirable and may submit the names of employees whose attendance would be beneficial.

- C. Notice of appropriate meetings or events will be circulated and/or posted as soon as possible by the Employer.
- D. With prior approval of the Employer, employees shall be given time off without loss of pay to attend such meetings.
- E. Employees requesting time off to attend professional meetings shall notify the Employer at the earliest time practicable of the date of the professional meeting.

ARTICLE 35

COST OF LIVING ALLOWANCE (COLA)

- A. Effective January 1, 1992 a cost of living allowance of twenty cents (\$.20) per hour maximum will be paid for each credited payroll hour paid, payable quarterly, per year.
- B. COLA will be paid by separate check no sooner than twenty-one (21) days, or later than thirty-five (35) days, following the last pay of any given quarter.

ARTICLE 36

SALARY AND INCREMENT SCHEDULE

- A. For 1992: Appendix A, Salary and Increment Schedule, is attached to and made a part of this Agreement.
- B. For 1993 And 1994: There shall be reopeners on base wages only for the years 1993 and 1994, as follows:
 - 1. Between November 15, 1992, and December 15, 1992, and again between November 15, 1993 and December 15, 1993, either Party may notify the other in writing of its desire to reopen this Agreement, provided such reopener shall be limited to the discussion of base wages (base wage rates contained in Appendix A, Salary and Increment Schedule) only. Upon such notice being given, the duly authorized representatives of the Parties shall meet for the purpose of negotiating with respect to said matter. All other provisions of this Agreement shall remain in full force and effect during the conduct of negotiating a wage rate for the subsequent year.
 - 2. The Employer agrees that it will not ask for a wage concession in the 1992 base wage level during the 1993 wage reopening period. The Employer also agrees that it will not ask for a wage concession in the 1993 base wage level during the 1994 wage reopening period.

ARTICLE 37

TERMINATION AND/OR MODIFICATION

- A. This Agreement shall be and continue in full force and effect until December 31, 1994.
- B. If either Party desires to terminate this Agreement it shall, not later than ninety (90) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment,

as hereinafter provided, or if each Party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either Party on ninety (90) days written notice prior to the current year's termination date.

- C. If either Party desires to modify or change this Agreement it shall, not later than ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- D. Notice Of Termination And/Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Region 1, U.A.W. 711 West Thirteen Mile Road, Madison Heights, Michigan 48071, and if to the Employer, addressed to the Director, Personnel-Labor Relations, Macomb County Building, Mt. Clemens, Michigan 48043, or to any such address as the Union or the Employer may make available to each other.
- E. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable State Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.
- F. The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County official from fulfilling or carrying out the Statutory or Constitutional duties of his or her office.

IN WITNESS WHEREOF, the COUNTY of MACOMB, a Municipal Corporation of the State of Michigan has caused the foregoing Agreement to be executed by the Chairperson of the Macomb County Board of Commissioners and by the County Clerk of the County of Macomb as directed and authorized by the Macomb County Board of Commissioners and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Unit 39 of Local 412 UAW, on behalf of employees as noted herein, as listed, has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

FOR THE UNION:

Dennis Turner 3/17/94
William M. Stronell 3/23/94

FOR THE COUNTY:

Dickson M. Jorral
DATED: _____

APPENDIX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1992

<u>CLASSIFICATION</u>	<u>START</u>	<u>6</u> <u>MONTHS</u>	<u>12</u> <u>MONTHS</u>	<u>18</u> <u>MONTHS</u>	<u>24</u> <u>MONTHS</u>	<u>30</u> <u>MONTHS</u>	<u>36</u> <u>MONTHS</u>	<u>42</u> <u>MONTHS</u>	<u>48</u> <u>MONTHS</u>	<u>54</u> <u>MONTHS</u>
Engineer II and Finance Officer	\$37,003.99	\$38,374.50	\$39,745.01	\$41,115.52	\$42,486.03	\$43,856.54	\$45,227.05	\$46,597.56	\$47,968.07	\$49,338.65
Manager Real Property Section and Manager Construction Section	\$33,793.07	\$35,044.66	\$36,296.25	\$37,547.84	\$38,799.43	\$40,051.02	\$41,302.61	\$42,554.20	\$43,805.79	\$45,057.43
Engineer I and Coordinator	\$31,456.22	\$32,821.26	\$33,786.30	\$34,951.34	\$36,116.38	\$37,281.42	\$38,446.46	\$39,611.50	\$40,776.54	\$41,941.63

Effective January 1, 1986, the Employer will pay annually, the sum of \$1,200 for Engineers that have Professional Engineering Certification.

Effective January 1, 1986, the Employer will pay the Coordinator, who is also an Attorney, an additional 12 1/2% of pay over Coordinator, for the work he/she provides as an Attorney.

APPENDX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1992

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS	60 MONTHS
Chief Trial Lawyer *	\$53,643.81	\$54,984.90	\$56,325.99	\$57,667.08	\$59,008.17	\$60,349.26	\$61,690.35	\$63,031.44	\$64,372.53	\$65,713.62	\$67,054.76
Chief Appellate Lawyer *	\$52,081.37	\$53,383.40	\$54,685.43	\$55,987.46	\$57,289.49	\$58,591.52	\$59,893.55	\$61,195.58	\$62,497.61	\$63,799.64	\$65,101.71
Prosecutor Administrator	\$39,069.66	\$40,046.40	\$41,023.14	\$41,999.88	\$42,976.62	\$43,953.36	\$44,930.10	\$45,906.84	\$46,883.58	\$47,860.32	\$48,837.08
Victim Witness Coordinator	\$30,716.08	\$31,483.98	\$32,251.88	\$33,019.78	\$33,787.68	\$34,555.58	\$35,323.48	\$36,091.38	\$36,859.28	\$37,627.18	\$38,395.10
Victim Witness Advocate	\$23,885.18	\$24,482.30	\$25,079.42	\$25,676.54	\$26,273.66	\$26,870.78	\$27,467.90	\$28,065.02	\$28,662.14	\$29,259.26	\$29,856.47
Victim Witness Agent	\$23,885.18	\$24,482.30	\$25,079.42	\$25,676.54	\$26,273.66	\$26,870.78	\$27,467.90	\$28,065.02	\$28,662.14	\$29,259.26	\$29,856.47
Inmate Service Coordinator	\$30,276.31	\$31,033.21	\$31,790.11	\$32,547.01	\$33,303.91	\$34,060.81	\$34,817.71	\$35,574.61	\$36,331.51	\$37,088.41	\$37,845.39
Prisoner Reimbursement Coordinator	\$30,709.74	\$31,477.48	\$32,245.22	\$33,012.96	\$33,780.70	\$34,548.44	\$35,316.18	\$36,083.92	\$36,851.66	\$37,619.40	\$38,387.18
Vehicle Service Manager/Instructor	\$29,842.88	\$30,588.95	\$31,335.02	\$32,081.09	\$32,827.16	\$33,573.23	\$34,319.30	\$35,065.37	\$35,811.44	\$36,557.51	\$37,303.60

* Ranges are to be: Chief Appellate Lawyer 3% over Principal Trial Lawyer and Chief Trial Lawyer 3% over Chief Appellate Lawyer.

APPENDIX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1992

<u>CLASSIFICATION</u>	<u>START</u>	<u>6</u> <u>MONTHS</u>	<u>12</u> <u>MONTHS</u>	<u>18</u> <u>MONTHS</u>	<u>24</u> <u>MONTHS</u>	<u>30</u> <u>MONTHS</u>	<u>36</u> <u>MONTHS</u>	<u>42</u> <u>MONTHS</u>	<u>48</u> <u>MONTHS</u>	<u>54</u> <u>MONTHS</u>	<u>60</u> <u>MONTHS</u>
Audit Officer	\$38,269.50	\$39,019.50	\$39,769.50	\$40,519.50	\$41,269.50	\$42,019.50	\$42,769.50	\$43,519.50	\$44,269.50	\$45,019.50	\$47,836.88
Internal Auditor	\$34,230.59	\$34,980.59	\$35,730.59	\$36,480.59	\$37,230.59	\$37,980.59	\$38,730.59	\$39,480.59	\$40,230.59	\$40,980.59	\$42,788.24

All increments shall be worth \$750, except for the final increment which shall bring the employee to the maximum of the classification.

APPENDIX C

AUTHORIZATION FOR ASSIGNMENT AND CHECKOFF OF CONTRIBUTIONS TO UAW-V-CAP

TO: _____
(Employer)

I hereby assign to UAW-V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one)

\$0.25 \$0.50 \$1.00 Other

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW-V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW-V-CAP are not conditions of membership in the Union or of employment with the County, that I have the right to refuse to sign this authorization and contribute to UAW-V-CAP without any reprisal, that UAW-V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, and that monies contributed to UAW-V-CAP constitute a voluntary contribution to a joint fund raising effort by the UAW and the AFL-CIO.

I also understand that the guidelines for contributions to UAW-V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Name (print) _____ Soc. Sec. No. _____

Address _____ City _____ State _____ Zip _____

Local _____ Department _____

Dated _____ Signature _____

UAW-V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.

Contributions or gifts to UAW-V-CAP are not deductible as charitable contributions for Federal Income Tax purposes.

APPENDIX D

SUPPLEMENT TO MASTER AGREEMENT

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

A. AUDIT DIVISION OF FINANCE DEPARTMENT:

1. Confidential Employee:

The Parties have agreed that one (1) position will be declared to be confidential for the purpose of using this employee for collective bargaining analysis and is, therefore, excluded from the Bargaining Unit.

Additionally, this confidential employee shall be subject to the layoff and recall procedures of the Bargaining Unit. He/she shall be assigned to the regular seniority list utilizing his/her date of entry in the appropriate Non-Interchangeable Occupational Group.

2. Performance Review:

The Parties agreed to establish a semi-annual performance review. An employee will be afforded the opportunity to discuss his/her performance and career progress with his/her supervisor.

3. Promotions And Job Openings:

a. Promotions to a higher classification within this Agreement will be based on qualifications. It will be the policy of the Employer to post all job openings and requirements for such openings on the appropriately designated bulletin board. The employees must sign for promotion in the Department Head's or designee's office on the notice, thereby signifying their interest in the promotion. Qualifications being equal, the seniority of the employee will then receive first consideration. Postings shall be for a fifteen (15) day period. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.

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

4. Continuing Education Courses For Internal Audit Division Members:

The County will allow Internal Audit Division members paid time-off, during normal business hours, and up to 30 hours per year, to attend continuing education courses, which at the discretion of the Department Head will be of benefit to the County. The Department Head shall also have the discretion to determine when the eligible members

will be allowed to be away from the work site to attend these continuing education courses.

Approval must be obtained in advance and the eligible member will provide appropriate written documentation that the applicable continuing education course was satisfactorily completed.

The County will not be responsible for any of the expenses related to the continuing education.

B. PROSECUTING ATTORNEY OFFICE:

1. Grievance Procedure For Disciplinary Action In Prosecuting Attorney Office:

The Master Agreement's Grievance Procedure (Article 11) shall apply to all members of the bargaining unit, except that grievances involving disciplinary actions, only, against employees of the Prosecuting Attorney's Office, only, shall be processed according to the following procedures:

- a. Intent: All disciplinary grievances, including discharge, are covered exclusively by the provisions of this Supplement B1.
- b. Disciplinary Terminations, Disciplinary Suspensions and Disciplinary Demotions: No employee shall be terminated, suspended without pay, or demoted for disciplinary reasons prior to a hearing pursuant to this Supplement B1.
- c. Hearing Board Membership: The Hearing Board shall consist of three (3) members. The Prosecuting Attorney shall appoint one (1) member from the Prosecutor's staff and the affected employee shall appoint one (1) member who shall be from the bargaining unit. The third (3rd) member shall be an employee selected by the first two (2) members of the Board. If the first two (2) members cannot agree upon a third (3rd), the third (3rd) member shall be selected by lot from all the names of the employees excluding the first two (2) names and the affected employee.
- d. Notice of Discipline Imposed: All discipline imposed pursuant to this Supplement B1 shall be commenced with a written notice to the affected employee and the Personnel-Labor Relations Director. The notice shall contain a specific statement of the reasons for imposing the discipline and the specific nature of the discipline intended. The discipline shall be effective at 5:00 p.m. on the third working day following the receipt of the notice unless delayed by the Hearing Board to complete its recommendations.
- e. Invocation of Hearing Board: The affected employee may request the invocation of the Hearing Board by notifying the Prosecutor or in the absence of the Prosecutor, the Chief Assistant Prosecutor, in writing of the desire to convene a Hearing Board. Such notification shall be made no later than 5:00 p.m. on the working day following receipt of the notice of intention to impose discipline. The notification to the Prosecutor requesting the invocation of the Hearing Board shall include the name of the employee selected by the grievant to serve on that Board. The Hearing Board shall meet and consider all evidence and

arguments no later than 5:00 p.m. on the date that discipline is to be imposed unless by agreement of the Prosecutor and the affected employee the time period is extended. In the event that the Hearing Board is unable to conclude its hearing or deliberation by 5:00 p.m. on said date, discipline will not be imposed until the Hearing Board has made its recommendation to the Prosecutor. In the event that an employee is on vacation or otherwise unable to serve, the affected employee shall select an alternate.

- f. Recommendation of Hearing Board: The recommendation of the Hearing Board shall be in writing. It must be concurred in by at least two (2) members of the Board. It need not bear the signature of its members. The affected employee shall receive a copy of the Board's recommendation.
- g. Standard and Procedure Before the Board: The Hearing Board shall utilize the standard of "just cause" in deciding whether disciplinary action is warranted. The presiding member shall be the most senior employee. The procedure before the Hearing Board shall be informal. The rules of evidence shall not apply. The affected employee will be represented by the Unit Chairperson or designee. The Unit Chairperson or designee may examine and cross-examine witnesses and may present witnesses and evidence on behalf of the affected employee. The affected employee may also testify at the hearing. The Personnel-Labor Relations Director or designee may attend such hearing. The hearings shall be open to all members of the public unless requested to be closed by the affected employee. The presiding member shall make employees of the Prosecuting Attorney available to testify on behalf of the affected employee.
- h. Nothing herein shall prevent the Prosecuting Attorney from immediately suspending without pay any employee for up to three (3) working days, for serious misconduct, pending the invocation or waiver of a Hearing Board. If it is determined later that there was no just cause for taking action against the employee, the employee shall be reinstated and receive the pay lost during the suspension.
- i. Waiver: An affected employee may waive the right to a Hearing Board in writing. An affected employee shall be deemed to have waived the right to a Hearing Board by failure to file a written request by 5:00 p.m. on the day following receipt of notice.
- j. Notice: Notice shall be deemed to have been received when actual service is made upon the affected employee.
- k. Optional Procedure: Nothing herein shall preclude the Prosecuting Attorney from accepting a resignation in lieu of discipline when appropriate.
- l. The recommendation of the Hearing Board is advisory. If the recommendation of the Hearing Board is not satisfactory or if a favorable Hearing Board recommendation does not cause the Prosecutor to rescind the discipline, the Unit Chairperson may present a written grievance concerning the discipline to the Director of Personnel-Labor Relations and to the International Union Staff Representative within ten (10) working days of the Hearing Board recommendation. The International Union Staff Representative will review the

matter and may, within thirty (30) days appeal the grievance to the Appeal Board.

- (1) The Appeal Board shall be composed of two (2) Representatives of the Union and two (2) Representatives of the Employer.
 - (2) If the grievance is appealed to the Appeal Board, the Union shall prepare a record which shall consist of the original written grievance prepared by the Unit Chairperson and the written answers to the grievance and such other written records as there may be in the matter. These shall be forwarded to the Employer's designated Representative together with a written notice that the Employer's decision with respect to that grievance is not satisfactory to the Union. The written notice shall contain the names of the Union members of the Appeal Board. The Employer's designated Representative shall within three (3) working days give written notice to the Union of the names of the Employer members of the Appeal Board.
 - (3) The members of the Appeal Board shall arrange for a meeting or meetings to discuss the particular grievance. In the event the Appeal Board disposes of the matter, it shall cause its disposition to be reduced to writing to be signed by all members of the Appeal Board.
- m. If, after thirty (30) calendar days from the Appeal Board's first meeting, they are unable to agree upon a disposition of the grievance, it may be submitted by the Union to final and binding arbitration.
- (1) The Arbitrator shall be selected by the members of the Appeal Board, or in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected according to the rules of the American Arbitration Association.
 - (2) The Arbitrator's authority is limited by the provisions set forth below. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. In determining the merits of grievances arising under this Supplement B1, the Arbitrator shall take into account the following:
 - (a) The Prosecutor is an elected public official whose duties and responsibilities are defined by law. The Prosecutor has the legal, moral and ethical responsibility to fulfill these legal duties and nothing in this Supplement B1 is intended to distract from the Prosecutor's ability to meet these obligations.
 - (b) The job duties of employees are intended to assist the Prosecutor in carrying out the Prosecutor's legal mandate. Accordingly, the Prosecutor is entitled to broad discretion in determining how the

functions of the employees are appropriately fulfilled, and in the evaluating the skills, dedication, and effectiveness of employees.

- (c) The Arbitrator is limited to ascertaining whether the Prosecutor's decision to discipline was arbitrary, capricious or discriminatory or otherwise not in accordance with the law or the provisions set forth in the Agreement.
 - (d) If the Hearing Board and Prosecutor are in agreement as to the discipline to be imposed, there shall be a presumption (which may be rebutted) that the Prosecutor's decision to discipline was not arbitrary, capricious or discriminatory.
- (3) The agreements, policies, and procedures set forth in this Agreement, including but not limited to this Supplement B1, shall survive the term of office of the Prosecutor and shall apply to any successor in office, and are expressly intended to supersede and do supersede the statutory power of re-appointment set forth in MCLA 49.33 and 49.35.
 - (4) The loser of an arbitration case shall pay the cost of the Arbitrator's services and expenses. If it is a split decision, the Arbitrator shall make as part of the decision, a ruling as to how the cost of his/her services and expenses shall be pro-rated.
 - (5) To the extent that the laws of the State of Michigan permit, it is agreed that any Appeal Board's or Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

2. Promotions And Job Openings:

- a. Promotions to a higher classification within this Agreement will be based on qualifications. It will be the policy of the Employer to post all job openings and requirements for such openings on the appropriately designated bulletin board. The employees must sign for promotion in the Department Head's or designee's office on the notice, thereby signifying their interest in the promotion. Qualifications being equal, the seniority of the employee will then receive first consideration. Postings shall be for a fifteen (15) day period. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.
- b. An employee with regular status promoted to a higher classification will have a period of one hundred twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.

3. Bar Dues:

Effective 1991, for the members of the Prosecuting Attorney Office who must be

attorneys, the County agrees to pay annual Bar Dues, up to a maximum of \$200.

C. PUBLIC WORKS:

Promotions And Job Openings:

- a. Promotions to a higher classification within this Agreement will be based on qualifications. It will be the policy of the Employer to post all job openings and requirements for such openings on the appropriately designated bulletin board. The employees must sign for promotion in the Department Head's or designee's office on the notice, thereby signifying their interest in the promotion. Qualifications being equal, the seniority of the employee will then receive first consideration. Postings shall be for a fifteen (15) day period. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.
- b. An employee with regular status promoted to a higher classification will have a period of one hundred twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.
- c. Effective January 1, 1989 an employee who is promoted shall receive a pay adjustment of 4.5%; provided, however, the pay adjustment shall not exceed the maximum of the salary range of the classification to which the employee is promoted.

D. SHERIFF DEPARTMENT:

Promotions And Job Openings:

- a. Promotions to a higher classification within this Agreement will be based on qualifications. It will be the policy of the Employer to post all job openings and requirements for such openings on the appropriately designated bulletin board. The employees must sign for promotion in the Department Head's or designee's office on the notice, thereby signifying their interest in the promotion. Qualifications being equal, the seniority of the employee will then receive first consideration. Postings shall be for a fifteen (15) day period. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.
- b. An employee with regular status promoted to a higher classification will have a period of one hundred twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.

LETTER OF UNDERSTANDING
between
UAW, UNIT 39, LOCAL 412
and
COUNTY of MACOMB

RE: Health Care Non-Enrollment Bonus

The County and the Union have agreed to the following:

A. Active Employees:

Effective January 1, 1989, 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 parents' coverage has ceased. In such cases, the employee shall be allowed to enroll in a County-sponsored plan at the next billing period.

All active employees are eligible to participate in this program, with the following exception: any employee whose alternate health care coverage is derived from a spouse or a parent who is employed by or works at a facility that has UAW representation is ineligible.

B. Retirees:

Effective January 1, 1989, the Employer shall begin a program to coordinate and to eliminate overlapping health care 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.

All retirees are eligible to participate in this program, with the following exception: any retiree whose alternate health care coverage is derived from a spouse who is employed by or works at a facility that has UAW representation is ineligible.

FOR THE UNION:

Dennis Curran 3/17/94

William Musters 3/23/94

FOR THE COUNTY:

William M. J. J. J.

Dated: _____

LETTER OF UNDERSTANDING
between
UAW, UNIT 39, LOCAL 412
and
COUNTY OF MACOMB

In 1992, the Employer shall provide to all members of U.A.W., Unit 39, any percentage wage 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 percentage increase which exceeds that negotiated by U.A.W., Unit 39, in 1992, or should non-union employees receive an across the board increase which exceeds that negotiated by U.A.W., Unit 39, in 1992, the Employer shall provide an additional wage increase to the members so that U.A.W., Unit 39 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 and paid retroactively to January 1, 1992.

FOR THE UNION:

Dennis Turner 3/17/94
William Mistrone 3/23/94

FOR THE COUNTY:

William M. Brad

DATED: _____

LETTER OF UNDERSTANDING
between
UAW, UNIT 39, LOCAL 412
and
COUNTY OF MACOMB

In 1993, and again in 1994, the Employer shall provide to all members of U.A.W., Unit 39, any percentage wage change negotiated pursuant to Article 36, Salary And Increment Schedule, Section B. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a percentage wage increase which exceeds that negotiated by U.A.W., Unit 39 in 1993, and subsequently in 1994, the Employer shall provide an additional wage increase to the members of U.A.W., Unit 39 so that U.A.W., Unit 39 members receive a percentage wage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1 of the applicable year.

FOR THE UNION:

Dennis Turner 3/17/94

William W. Mistrone 3/23/94

FOR THE COUNTY:

William M. Israel

DATED: _____

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ADDENDUM NUMBER 1

TO THE 1992-1994 LABOR AGREEMENT

between

COUNTY OF MACOMB

and

U.A.W., UNIT 39, LOCAL 412

representing

Certain Employees at the Office of Public Works, Prosecuting Attorney, Sheriff Department and Finance Department

The Parties have ratified a three (3) year Labor Agreement which runs from January 1, 1992 through December 31, 1994.

Said collective bargaining agreement provides for a base wage reopener for the year 1993 and another base wage reopener for the year 1994. All other terms and conditions of the 1992-1994 collective bargaining agreement remain unchanged.

Negotiations have been concluded regarding the base wage reopener for the year 1993. The annual wage for all classifications of the bargaining unit except Chief Trial Lawyer and Chief Appellate Lawyer (which annual wage rates are tied to the annual wage rate of the Principal Trial Attorney classification) shall be increased by 2%, effective January 1, 1993. This settlement includes a retroactive adjustment, to January 1, 1993, for all bargaining unit employees on the County payroll as of the date this 1993 base wage increase is ratified by the Parties.

Additionally, any bargaining unit member who retired on or after January 1, 1993, and who is receiving retirement benefits and the beneficiary of former employees who passed away after January 1, 1993, shall also receive the retroactive adjustment.

Further, any bargaining unit member who terminated or was discharged on or after January 1, 1993, shall not be eligible to receive the retroactive adjustment.

A copy of the 1993 Salary And Increment Schedule is attached to this Addendum.

This Addendum shall amend and shall be attached to and shall be made a part of the 1992-1994 Labor Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

Dennis Rowe 3/17/94 William Whiston
William Whiston 3/23/94 DATED: _____

APPENDIX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1993

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
Engineer II and Finance Officer	\$37,744.07	\$39,141.99	\$40,539.91	\$41,937.83	\$43,335.75	\$44,733.67	\$46,131.59	\$47,529.51	\$48,927.43	\$50,325.42
Manager Real Property Section and Manager Construction Section	\$34,468.94	\$35,745.56	\$37,022.18	\$38,298.80	\$39,575.42	\$40,852.04	\$42,128.66	\$43,405.28	\$44,681.90	\$45,958.58
Engineer I and Coordinator	\$32,085.35	\$33,273.69	\$34,462.03	\$35,650.37	\$36,838.71	\$38,027.05	\$39,215.39	\$40,403.73	\$41,592.07	\$42,780.46

Effective January 1, 1986, the Employer will pay annually, the sum of \$1,200 for Engineers that have Professional Engineering Certification.

Effective January 1, 1986, the Employer will pay the Coordinator, who is also an Attorney, an additional 12 1/2% of pay over Coordinator, for the work he/she provides as an Attorney.

APPENDX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1993

<u>CLASSIFICATION</u>	<u>START</u>	<u>6</u> <u>MONTHS</u>	<u>12</u> <u>MONTHS</u>	<u>18</u> <u>MONTHS</u>	<u>24</u> <u>MONTHS</u>	<u>30</u> <u>MONTHS</u>	<u>36</u> <u>MONTHS</u>	<u>42</u> <u>MONTHS</u>	<u>48</u> <u>MONTHS</u>	<u>54</u> <u>MONTHS</u>	<u>60</u> <u>MONTHS</u>
Chief Trial Lawyer *	\$54,716.68	\$56,084.59	\$57,452.50	\$58,820.41	\$60,188.32	\$61,556.23	\$62,924.14	\$64,292.05	\$65,659.96	\$67,027.87	\$68,395.85
Chief Appellate Lawyer *	\$53,122.99	\$54,451.06	\$55,779.13	\$57,107.20	\$58,435.27	\$59,763.34	\$61,091.41	\$62,419.48	\$63,747.55	\$65,075.62	\$66,403.74
Prosecutor Administrator	\$39,851.06	\$40,847.33	\$41,843.60	\$42,839.87	\$43,836.14	\$44,832.41	\$45,828.68	\$46,824.95	\$47,821.22	\$48,817.49	\$49,813.82
Victim Witness Coordinator	\$31,330.40	\$32,113.66	\$32,896.92	\$33,680.18	\$34,463.44	\$35,246.70	\$36,029.96	\$36,813.22	\$37,596.48	\$38,379.74	\$39,163.00
Victim Witness Advocate	\$24,362.88	\$24,971.95	\$25,581.02	\$26,190.09	\$26,799.16	\$27,408.23	\$28,017.30	\$28,626.37	\$29,235.44	\$29,844.51	\$30,453.60
Victim Witness Agent	\$24,362.88	\$24,971.95	\$25,581.02	\$26,190.09	\$26,799.16	\$27,408.23	\$28,017.30	\$28,626.37	\$29,235.44	\$29,844.51	\$30,453.60
Inmate Service Coordinator	\$30,881.84	\$31,653.88	\$32,425.92	\$33,197.96	\$33,970.00	\$34,742.04	\$35,514.08	\$36,286.12	\$37,058.16	\$37,830.20	\$38,602.30
Prisoner Reimbursement Coordinator	\$31,323.94	\$32,107.03	\$32,890.12	\$33,673.21	\$34,456.30	\$35,239.39	\$36,022.48	\$36,805.57	\$37,588.66	\$38,371.75	\$39,154.92
Vehicle Service Manager/Instructor	\$30,439.74	\$31,200.73	\$31,961.72	\$32,722.71	\$33,483.70	\$34,244.69	\$35,005.68	\$35,766.67	\$36,527.66	\$37,288.65	\$38,049.67

* Ranges are to be: Chief Appellate Lawyer 3% over Principal Trial Lawyer and Chief Trial Lawyer 3% over Chief Appellate Lawyer.

APPENDIX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1993

<u>CLASSIFICATION</u>	<u>START</u>	<u>MONTHS</u>					<u>MONTHS</u>				
		6	12	18	24	30	36	42	48	54	60
Audit Officer	\$39,034.90	\$39,784.90	\$40,534.90	\$41,284.90	\$42,034.90	\$42,784.90	\$43,534.90	\$44,284.90	\$45,034.90	\$45,784.90	\$48,793.62
Internal Auditor	\$34,915.20	\$35,665.20	\$36,415.20	\$37,165.20	\$37,915.20	\$38,665.20	\$39,415.20	\$40,165.20	\$40,915.20	\$41,665.20	\$43,664.00

All increments shall be worth \$750, except for the final increment which shall bring the employee to the maximum of the classification.

ADDENDUM NUMBER 2

TO THE 1992-1994 LABOR AGREEMENT

between

COUNTY OF MACOMB

and

U.A.W., UNIT 39, LOCAL 412

representing

Certain Employees at the Office of Public Works, Prosecuting Attorney, Sheriff Department and Finance Department

The Parties have ratified a three (3) year Labor Agreement which runs from January 1, 1992 through December 31, 1994.

Said collective bargaining agreement provides for a base wage reopener for the year 1993 and another base wage reopener for the year 1994. All other terms and conditions of the 1992-1994 collective bargaining agreement remain unchanged.

Negotiations have been concluded for the base wage reopener for the year 1993 and for the base wage reopener for the year 1994. The 1993 base wage adjustment is detailed in the Addendum Number 1. The 1994 annual wage for all classifications of the bargaining unit except Chief Trial Lawyer and Chief Appellate Lawyer (which annual wage rates are tied to the annual wage rate of the Principal Trial Attorney classification) shall be increased by 2%, effective January 1, 1994.

A copy of the 1994 Salary And Increment Schedule is attached to this Addendum.

This Addendum shall amend and shall be attached to and shall be made a part of the 1992-1994 Labor Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

Dennis Brown 3/17/94 Dillon M. Israel
William Mistrone 3/22/94 DATED: _____

APPENDIX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1994

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
Engineer II and Finance Officer	\$38,498.95	\$39,924.83	\$41,350.71	\$42,776.59	\$44,202.47	\$45,628.35	\$47,054.23	\$48,480.11	\$49,905.99	\$51,331.83
Manager Real Property Section and Manager Construction Section	\$35,158.31	\$36,460.47	\$37,762.63	\$39,064.79	\$40,366.95	\$41,669.11	\$42,971.27	\$44,273.43	\$45,575.59	\$46,877.75
Engineer I and Coordinator	\$32,727.05	\$33,939.16	\$35,151.27	\$36,363.38	\$37,575.49	\$38,787.60	\$39,999.71	\$41,211.82	\$42,423.93	\$43,636.07

Effective January 1, 1986, the Employer will pay annually, the sum of \$1,200 for Engineers that have Professional Engineering Certification.

Effective January 1, 1986, the Employer will pay the Coordinator, who is also an Attorney, an additional 12 1/2% of pay over Coordinator, for the work he/she provides as an Attorney.

APPENDIX A
SALARY AND INCREMENT SCHEDULE
EFFECTIVE JANUARY 1, 1994

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS	60 MONTHS
Chief Trial Lawyer *	\$55,811.00	\$57,206.27	\$58,601.54	\$59,996.81	\$61,392.08	\$62,787.35	\$64,182.62	\$65,577.89	\$66,973.16	\$68,368.43	\$69,763.76
Chief Appellate Lawyer *	\$54,185.45	\$55,540.08	\$56,894.71	\$58,249.34	\$59,603.97	\$60,958.60	\$62,313.23	\$63,667.86	\$65,022.49	\$66,377.12	\$67,731.81
Prosecutor Administrator	\$40,648.08	\$41,664.28	\$42,680.48	\$43,696.68	\$44,712.88	\$45,729.08	\$46,745.28	\$47,761.48	\$48,777.68	\$49,793.88	\$50,810.10
Victim Witness Coordinator	\$31,957.00	\$32,755.92	\$33,554.84	\$34,353.76	\$35,152.68	\$35,951.60	\$36,750.52	\$37,549.44	\$38,348.36	\$39,147.28	\$39,946.26
Victim Witness Advocate	\$24,850.14	\$25,471.39	\$26,092.64	\$26,713.89	\$27,335.14	\$27,956.39	\$28,577.64	\$29,198.89	\$29,820.14	\$30,441.39	\$31,062.67
Victim Witness Agent	\$24,850.14	\$25,471.39	\$26,092.64	\$26,713.89	\$27,335.14	\$27,956.39	\$28,577.64	\$29,198.89	\$29,820.14	\$30,441.39	\$31,062.67
Inmate Service Coordinator	\$31,499.48	\$32,286.96	\$33,074.44	\$33,861.92	\$34,649.40	\$35,436.88	\$36,224.36	\$37,011.84	\$37,799.32	\$38,586.80	\$39,374.35
Prisoner Reimbursement Coordinator	\$31,950.42	\$32,749.18	\$33,547.94	\$34,346.70	\$35,145.46	\$35,944.22	\$36,742.98	\$37,541.74	\$38,340.50	\$39,139.26	\$39,938.02
Vehicle Service Manager/Instructor	\$31,048.53	\$31,824.74	\$32,600.95	\$33,377.16	\$34,153.37	\$34,929.58	\$35,705.79	\$36,482.00	\$37,258.21	\$38,034.42	\$38,810.66

* Ranges are to be: Chief Appellate Lawyer 3% over Principal Trial Lawyer and Chief Trial Lawyer 3% over Chief Appellate Lawyer.