

**AGREEMENT**

between

**COUNTY OF MACOMB  
and  
MACOMB COUNTY PROSECUTING ATTORNEY**

and

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE  
and AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW**

**(PROSECUTOR'S ASSISTANTS)**

*Macomb County*

January 1, 1992  
through  
December 31, 1994

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1992 - 1994 AGREEMENT

UAW representing MACOMB COUNTY PROSECUTING ATTORNEYS

THIS AGREEMENT is entered into on the first day of January, 1992, between the Board of Commissioners of the County of Macomb and the Macomb County Prosecuting Attorney, hereafter referred to as the Co-employer or Employer, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW hereafter referred to as the Union.

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

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees and the 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 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive bargaining representative for a unit consisting of Assistant Prosecuting Attorneys in the classifications of Principal Trial Lawyer, Assistant I, Assistant II, Assistant III and Assistant IV, excluding all other employees of the Prosecuting Attorney's Office. This recognition is extended for the purpose of collective bargaining in respect to rates of pay, wages and conditions of employment.

ARTICLE 2

STRIKES PROHIBITED

- A. The Parties also recognize that it is essential to the County's residents that services be rendered to the public without interruption and that the right of employees to strike is prohibited by the statutes of the State of Michigan.
- B. Any employee guilty of engaging in a slowdown, work stoppage, work disruption, or strike, shall be subject to disciplinary action up to and including discharge.
- C. The Employer agrees that it shall not lock out its employees.

ARTICLE 3

MANAGEMENT RIGHTS

The Employer retains the sole right to manage its affairs and direct its work force including, but not

limited to, the right to decide the number and locations of Departments and/or Divisions, the types of equipment, the kinds of services and the scheduling of such services, to maintain order and efficiency in its Departments and/or Divisions, to hire, terminate for cause, assign, transfer, promote employees and to determine the starting and quitting time, and the number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided for within this Agreement.

#### ARTICLE 4

##### REPRESENTATION

- A. The Union will designate a Unit Chairperson and an Alternate Unit Chairperson to function in the absence of the Unit Chairperson.
- B. These representatives will be allowed previously authorized release time, without loss of pay or time, for the purpose of participating in scheduled contract negotiations, special conferences and processing grievances through the grievance procedure. Authorization for such release time will be approved by the Prosecuting Attorney or designee.

#### ARTICLE 5

##### 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 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 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 required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.
- D. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization For Deductions of Union Dues and/or Service Fees" form, the Local Union Financial Secretary/Treasurer may request automatic deduction by notifying the Employer, with a copy to the employee, Certified Mail, return receipt requested. Upon receipt of such written notice, the Employer shall, within five (5) days, notify the employee, with a copy to the Local Union Financial Secretary/Treasurer, that beginning the next pay period it will commence deduction of the service fee and tender same to the Local Union Financial Secretary/Treasurer.
- E. 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.

- F. The Employer shall remit to the Financial Secretary/Treasurer of the Local Union 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.
- G. Upon written authorization from each employee or after the request for automatic deduction takes effect in accordance with Section D. of this Article, the Employer shall deduct from the wages of each employee, 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 Financial Secretary/Treasurer of the Local Union of the amounts to be deducted. Such deductions under all properly executed authorizations shall become effective at the time application in Appendix A is signed by the employee. In the event no authorization form is executed, automatic deductions shall take effect in accordance with Section D of this Article.
- H. 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.
- I. 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.
- J. 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 6

##### SPECIAL CONFERENCES

- A. Special Conferences, mutually agreed upon, may be arranged between the Unit Chairperson and the Personnel-Labor Relations Director, or designated representative, for the purpose of discussing relevant important matters. Such meetings shall be restricted to a minimum of two (2) representatives of the Employer and a maximum of two (2) designated representatives of the Union.
- B. Agenda items must be presented in writing at the time the special conference is requested. If the special conference and the written proposed agenda item(s) are agreed to by both Parties, the Personnel-labor Relations Director will notify the special conference attendees of time and ~~place of the meeting.~~ Discussion shall be limited only to those agenda items previously agreed upon.

#### ARTICLE 7

##### GRIEVANCE PROCEDURE FOR NON-DISCIPLINARY MATTERS

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

B. Grievances shall be presented as follows:

Step 1:

- a. The employee shall discuss the grievance with the Chief Assistant Prosecutor or designee. The employee may have the Unit Chairperson present during this meeting.
- b. If the matter is not resolved, the grievance shall be reduced to writing by the Unit Chairperson and presented to the Chief Assistant Prosecutor or designee within five (5) working days of the meeting. The Chief Assistant Prosecutor or designee shall submit an answer in writing within five (5) working days, if possible, but in no event more than ten (10) working days after receiving the written grievance.

Step 2:

If the answer of the Chief Assistant Prosecutor or designee received in Step 1 is not satisfactory, the Unit Chairperson, within five (5) working days of the receipt of the written answer in Step 1, shall submit the written grievance to the Prosecutor. The Prosecutor or designee shall give a written answer to the grievance to the Unit Chairperson within ten (10) working days.

Step 3:

If the answer of the Prosecutor received in Step 2 is not satisfactory, the Unit Chairperson shall submit notice of appeal to the Director of Personnel-Labor Relations within five (5) working days. The Director of Personnel-Labor Relations, Prosecutor and Unit Chairperson or their respective designee(s) shall meet within ten (10) working days after the appeal of the grievance. The Director of Personnel-Labor Relations shall give a written answer to the grievance to the Unit Chairperson within ten (10) working days of the meeting.

Step 4:

If the answer of the Director of Personnel-Labor Relations received in Step 3 is not satisfactory, the Unit Chairperson shall refer the grievance to the International Union Staff Representative within five (5) working days. The International Union Staff Representative will review the matter and may, within thirty (30) days after the answer of the Director of Personnel-Labor Relations, appeal the grievance to the Appeal Board.

- a. The Appeal Board shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer.
- b. 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.
- c. 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.

Step 5: 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.

- a. 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.
- b. Any Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of 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.
- c. The fees and approved expenses of an Arbitrator will be paid by the Parties equally.
- d. To the extent that the laws of the State of Michigan permit, it is agreed that any Appeal Board's or Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

C. Expedited Grievances: Grievances may be filed directly with the Director of Personnel-Labor Relations in cases involving loss of pay.

D. General Provisions:

1. For the purpose of the grievance procedure, a "day" shall mean any working day, Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or is answered by the Employer.
2. ~~Any time limit in the grievance procedure may be extended by mutual agreement of the Parties.~~
3. A grievance presented at any Step shall be dated and signed by the Union representative presenting it; any answer given by the Employer to the Union representative shall be dated and signed by the Employer.
4. Any grievance not answered within the time limits by the Employer shall be automatically moved to the next step of the grievance procedure.
5. Any grievance not appealed by the Union within the time limits shall automatically be moved to the next step of the grievance procedure.



6. 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 shall date only from the date of reinstatement.
7. Computation Of Back Wages: No claims for back wages shall exceed the amount of wages the employee would otherwise have earned offset by any other Employer paid benefits or compensation.
8. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Director of Personnel-Labor Relations and one (1) copy sent to the Unit Chairperson.

## ARTICLE 8

### GRIEVANCE PROCEDURE FOR DISCIPLINARY ACTION

- A. Intent: All disciplinary grievances, including discharge, are covered exclusively by the provisions of this Article.
- B. Disciplinary Terminations, Disciplinary Suspensions and Disciplinary Demotions: No Assistant Prosecutor shall be terminated, suspended without pay, or demoted for disciplinary reasons prior to a hearing pursuant to this article.
- C. Hearing Board Membership: The Hearing Board shall consist of five (5) members. The Prosecuting Attorney shall appoint two (2) members from the Prosecutor's staff and the affected Assistant Prosecuting Attorney shall appoint two (2) members who shall be from the bargaining unit. The fifth (5th) member shall be an Assistant Prosecutor selected by the first four (4) members of the Board. If the first four (4) members cannot agree upon a fifth (5th), the fifth (5th) member shall be selected by lot from all the names of the Assistant Prosecuting Attorneys excluding the first four (4) names and the affected employee.
- D. Notice of Discipline Imposed: All discipline imposed pursuant to this Article shall be commenced with a written notice to the affected Assistant Prosecutor 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 Assistant Prosecutor 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 names of the Assistant Prosecutors selected to serve on that Board. The Hearing Board shall meet and consider all evidence and argument 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 Assistant Prosecuting Attorney 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 Assistant Prosecuting Attorney is on vacation or otherwise unable to serve, the affected Assistant Prosecuting Attorney 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 three members of the Board. It need not bear the signature of its members. The affected Assistant Prosecutor 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 Assistant Prosecutor. The procedure before the Hearing Board shall be informal. The rules of evidence shall not apply. The affected Assistant Prosecuting Attorney will be represented by the Unit Chairperson. The Unit Chairperson may examine and cross-examine witnesses and may present witnesses and evidence on behalf of the affected Assistant Prosecutor. The affected Assistant Prosecutor 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 Assistant Prosecuting Attorney. The presiding member shall make employees of the Prosecuting Attorney available to testify on behalf of the affected Assistant Prosecuting Attorney.
- H. Nothing herein shall prevent the Prosecuting Attorney from immediately suspending without pay any Assistant Prosecuting Attorney 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 Assistant Prosecuting Attorney may waive the right to a Hearing Board in writing. An affected Assistant Prosecuting Attorney 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 Assistant Prosecuting Attorney.
- 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 article, 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 Article is intended to distract from the Prosecutor's ability to meet these obligations.
  - b. The job duties of Assistant Prosecuting Attorneys 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 Assistant Prosecutors are appropriately fulfilled, and in evaluating the skills, dedication, and effectiveness of Assistant Prosecutors.
  - 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 Article, 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 fees and approved expenses of an Arbitrator will be paid by the Parties equally.

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.

#### ARTICLE 9

#### SENIORITY

A. Seniority Defined: Seniority shall mean the date of entry into County employment, except that seniority shall not accrue during the times that an employee is on Leave of Absence without pay. The seniority date will be used for the accumulation and/or eligibility of the following: Annual Leave, Sick Leave, Longevity, Retirement and similar "fringe benefits" to which the Parties may agree.

B. Employees in the Unit shall be considered as probationary employees for the first six (6) months of employment in the Unit. The Prosecutor shall have the right to require an employee to serve an additional six (6) months of probation which would result in a total probationary period of one year.

There shall be no seniority among probationary employees. When an employee completes the probationary period, the employee shall be entered on the seniority list as of the date of employment.

The Union shall represent new hire probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as set forth in the Recognition Article of this Agreement, except that at any time during this period the Employer may dismiss the employee and such employee shall not have recourse to the grievance procedure unless the dismissal is for union activities.

C. Seniority ties shall be broken by using the last four (4) digits of the employees' Social Security numbers, with the employee having the highest number considered to have the most seniority.

D. A seniority list for employees covered by this Agreement shall be provided to the Unit Chairperson once each year during the month of January. The seniority list will show the name, address, Social Security number, job classification and seniority date of all employees in the Unit.

E. Seniority rights shall be forfeited if the employee:

1. Resigns.
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 the last known address that seniority has been lost, and that employment has been terminated. In proper cases, exceptions shall be made by the Employer.

4. Retires.
5. Withdraws 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 three (3) above.

#### ARTICLE 10

##### JOB OPENINGS AND CLASSIFICATION CHANGES

- A. In the event of a newly created Unit Job Assignment or an opening in a vacated Unit Job Assignment, or an upgraded salary classification in an existing Unit Job Assignment, which the Prosecutor intends to fill, all employees in this unit will have an opportunity to apply and be considered for appointment. Notice of such an opening shall be posted for a ten (10) day period. Interested employees will make their requests in writing to the Prosecuting Attorney or his/her Designee. Should such assignment be approved by the Prosecutor, the affected Assistant Prosecuting Attorney will not necessarily maintain the classification held at the time that the employee applies for the new assignment.
- B. The Prosecuting Attorney, in making his/her decision, shall consider each applicant's ability to perform the work, training, experience, physical, and technical qualifications and personality and compatibility necessary to perform the duties and functions of the desired position.
- C. Each applicant shall be personally interviewed by the Prosecuting Attorney or his/her designee.
- D. The final decision in filling the position from this list of applicants will be at the discretion of the Prosecuting Attorney. The Prosecuting Attorney will, upon the request of a passed over applicant, advise him/her of the reasons for the selection of the person to fill the position.

#### ARTICLE 11

##### PROMOTIONS TO HIGHER CLASSIFICATIONS

If an employee, who is to be promoted to a higher classification, has been at the maximum of his/her current classification for one year or more, then, upon said promotion, the employee will receive a normal promotional increment, plus the employee shall receive one additional step in the increment schedule.

#### ARTICLE 12

##### LAYOFF AND RECALL

- A. Layoff Defined: Layoff is defined as a reduction in the work force.
  1. Regular employees shall be laid-off according to the provisions of this Article. Employees, whose positions are funded by grants shall be laid-off according to the provisions of the Letter of Understanding which is attached to this Agreement.

2. In the event of a layoff, regular employees who are serving their probationary period shall be laid-off first.
3. If additional layoffs are required, regular employees shall be laid-off according to seniority, as defined in the Seniority Article of this Agreement, within the classification affected by the reduction in force. An employee shall have the right to replace any other employee with less seniority beginning with the least senior employee in the same or lower job classification.
4. In the event that a layoff occurs which will be for a period of thirty (30) consecutive calendar days or more, the Employer shall post a notice advising employees that those who wish to go on voluntary layoff status for the length of the layoff (but not exceeding six (6) consecutive months), may sign up for said temporary layoff. No employee can exercise this option more than one (1) time per layoff.
5. Employees to be laid-off for an indefinite period will have at least fourteen (14) calendar days notice or in cases of emergency, payment in lieu of notice.

B. Recall Defined: Recall is defined as the call back of employee(s) from layoff.

1. The Prosecutor shall recall employees from layoff according to seniority. The County shall maintain a list of employees who are on layoff status for a period of eighteen (18) months after the layoff has been made. Said list of employees shall be provided to the Prosecutor when the work force is to be increased after a layoff.
2. Notices of recall shall be sent to the employees at their last known address by Certified Mail. Employees will be responsible for notifying the Personnel Office of their intent to return within a work week of receipt of the written notice, and shall report for work within seven (7) calendar days thereafter. Employees who fail to follow this procedure shall be considered to have voluntarily resigned. If extenuating circumstances result in an employee's failure to respond within the time limits specified, the Employer may offer the employee an opportunity for recall at the next opening.
3. Former employees shall forfeit their seniority rights for recall according to the provisions of the Seniority Article.

### ARTICLE 13

#### 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. Employees hired on or before December 31, 1973 may accumulate annual leave days to a maximum of thirty (30) work days. Employees hired on or after January 1, 1974, may not accumulate annual leave days and shall be required to use accumulated annual leave days as stated in the paragraph below.
- D. Annual leave days accumulated during the preceding twelve (12) months must be used on or before the anniversary date of hire in the following year. Failure to use such accumulated annual leave days will result in the loss of same unless as provided in the following paragraph.
- E. If the Prosecuting Attorney or designee requires the services of employees referred to in D. above, and requests exception to this non-accumulation provision, the Prosecuting Attorney or designee shall submit such request in writing to the Personnel-Labor Relations Director for approval, prior to granting the exception. In the event approval is granted, the affected employees may accumulate their respective annual leave days. In no event shall annual leave reserve exceed thirty (30) work days.
- F. Annual leave days shall not be used by employees until they have been on the payroll for six (6) continuous months.
- G. Upon termination of employment, employees who have worked at least thirteen (13) continuous bi-weekly pay periods will be compensated for their accrued annual leave hours at their current salary level.
- H. Employees designated as eligible for annual leave and who work less than the hours regularly scheduled per pay period may earn annual leave time as above on a basis proportionate to the hours they have worked.
- I. An employee granted a military leave of absence without pay from Macomb County may, upon reinstatement, if such return is within ninety (90) days of the separation date from the military service, be credited annual leave hours calculated at the rate of one (1) day for each month or part thereof spent in the military service. Such annual leave time shall not exceed two (2) weeks in any single year or an accumulated maximum of twenty-four (24) days.
- J. Use of annual leave hours must be approved in advance by the Prosecuting Attorney or designee. A vacation schedule for eligible employees will be developed and maintained in that office.

- K. 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 Prosecuting Attorney or designee.
- L. Vacations may be granted at such times during the year as not to interfere with smooth and efficient operation of the office.
- M. Vacation time of two (2) or more days shall be requested at least three (3) weeks in advance. Such requisite notice may be waived at the discretion of the Prosecuting Attorney or designee.
- N. When a holiday falls and is observed within an employee's approved 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 this Agreement between the Parties.

#### ARTICLE 14

#### SICK LEAVE

- A. Employees designated as eligible for sick leave may earn sick leave hours at the rate of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Effective upon ratification for sick leave usage only, the unused sick leave accumulation maximum that an employee can earn will be increased from one hundred and twenty-five (125) days to one hundred and eighty (180) work days. Employees shall begin earning sick leave time in excess of the 125 days, effective upon ratification.

For accumulated sick leave payoff purposes, as provided in Article 15, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred and twenty-five (125) work days.

- C. An employee may utilize sick leave hours for the following reasons:
  - 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 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 the employee's attendance on duty.
  - 3. Illness of a member of an employee's immediate family which requires the employee's personal care and attention. Such paid absence shall not exceed five (5) sick leave days in any one (1) 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 husband or wife.
  - 4. Medical examinations and/or treatment or other purposes relating to eligibility for disability pension as required.



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 approval by the Prosecuting Attorney or designee and governed by other applicable section provisions. Personal business days must be used within the calendar year earned.
- D. An employee absent for one of the reasons enumerated above shall inform the employee's immediate supervisor at the beginning of the affected business day. Failure to do so may be the cause of denial of approved paid sick leave for the period of absence.
- E. The employee may be required to produce evidence in the form of a medical certificate or other written medical documentation stating the reason and the need for the employee's absence during the time for which the leave is approved.
- F. Sick leave may be authorized and paid on a scheduled work week basis. Holidays occurring within an approved paid absence will not be counted as work days and charged against the employee's sick leave reserve.
- 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 regular employee who is seriously ill and under the care of a physician for more than five (5) days while on annual leave may have the duration of such illness charged against the employee's sick leave reserve rather than against the employee's annual leave. Notice of such illness and request for use of the employee's sick leave reserve must be given immediately to the Prosecuting Attorney or designee. Approval of the aforementioned sick leave reserve is contingent upon presentation of a written physician's report stating the nature of such illness, degree and period of incapacity.
- I. Earned sick leave shall not be used by an employee until the completion of six (6) two (2) week pay periods of continuous full time service, except in cases of injury incurred in the line of duty (see Workers Compensation Disability Article of this Agreement for exception).

#### ARTICLE 15

##### 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 16

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 17

WORKER'S COMPENSATION DISABILITY

Employees covered by this Agreement who have sustained a personal injury (as defined by the Worker's Compensation Act of 1969, as amended) 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 personal 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 30, Regular And Grant Funded Employees Defined. 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, whichever occurs first.
  - 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3rds) 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 21, 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 18

### 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 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 reasons
  6. Parental leave
- 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
- Parental leave

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

- Military service
- An illness/injury for which an employee is eligible for and receiving Worker's Compensation benefits.

5. Duration of Leaves of Absence:

a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions of up to six (6) months granted:

- Personal illness/injury
- Education
- Parental leave

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. 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 husband or wife. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
  - b. In addition to the written request for a leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.
3. Education:
- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
  - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
4. Military:
- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee.

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

### INSURANCE BENEFITS

#### A. Life Insurance:

##### 1. Active Employees:

- a. Effective August 1, 1988, the Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit. These benefits shall be applicable to employees who are designated as eligible and covered by this Agreement.
- b. The Employer will provide a payroll deduction option for employees wishing to purchase additional Life Insurance through the group coverage paid by the County. The limit of coverage shall be equal to the employee's annual salary (rounded to the nearest thousand dollars) and based on the County's and the individual's combined level of coverage. The amount of life insurance shall be computed by using the employee's annual base salary as of January 1st of each year of this Agreement.



- c. Effective October 1, 1991, the Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit life insurance. If this option is selected, the amount of coverage must be equal to either one (1) or two (2) times the employee's annual salary (rounded to the nearest thousand dollars) and based on the County's and the individual's combined level of coverage. The amount of life insurance shall be 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 to the employee who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, based upon the following condition and provision:

Employees covered by this Agreement, who retire on or after January 3, 1985, will receive Life Insurance coverage in the amount of two thousand dollars (\$2,000).

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. It is the intent of the Employer not to duplicate benefits to eligible employees and their family members.
  - c. 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.
  - d. Effective August 1, 1988, coverage under the Prescription Drug Rider (PDR) will be offered to all eligible employees subject to the following terms and conditions:
    - (1) Such PDR coverage shall be limited to the \$5.00 Co-Pay Rider.
    - (2) The Employer will pay the monthly premium for such PDR coverage for all eligible subscribers.
  - e. The Employer shall pay for the employee and the employee's spouse the full cost of Medicare premiums, as required by the Federal Insurance Contribution Act, a part of the Social Security Program, provided the employee is on the active payroll and further, employee and the employee's spouse has properly applied for and receives such Medicare coverage.

- f. Effective August 1, 1988, active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
  - g. Effective August 1, 1988, the Employer shall offer active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
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 3, 1985. 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 coverage for present and future retirees and their current spouse, at time of retirement, 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.
  - d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
  - e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:

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

- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and current spouse shall, if eligible apply for and participate in ANY National Health Insurance Program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
- g. Effective August 1, 1988, retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- h. Effective August 1, 1988, the Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- i. For employees who retire on or after August 1, 1988, the Prescription Drug Rider (PDR) coverage shall be limited to the five dollar (\$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; in which case, the Employer retains the option of charging employees for the cost of the difference between the HMO premium and the Blue Cross/Blue Shield premium.
- 2. Retirees: Effective May 1, 1991, the Employer will provide a Health Maintenance Organization option for current and future retirees of the bargaining unit, provided the premium does not exceed the cost of the present insurance; in which case, the Employer retains the option of charging employees for the cost of the difference between the HMO premium and the Blue Cross/Blue Shield premium.

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 who are designated eligible and their eligible family members, will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800.00 per year, per person, dental plan with the Employer paying the premium for said coverage.

2. Waiting Period: Employees hired on or after January 3, 1985, 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 Insurance: An Optical Insurance Program will provide the following:
1. Employees covered by this Agreement who are designated eligible and their eligible family members, will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its benefit equivalent.
  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 Employer shall provide for each regular employee bodily injury and property damage liability insurance while acting within the scope of the employee's duties and personal injury insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- G. Long Term Disability: Employees covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.
- H. Short Term Disability: The Employer will provide a payroll deduction option for employees wishing to purchase the Union provided Short Term Disability Insurance, provided the Policy has an eight (8) day waiting period for both injury and illness. This payroll deduction option will be available upon ratification of this Agreement.
- I. 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 21

### 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 July 1, 1988, 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 July 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:

Effective July 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. Members who choose the payroll deduction option may spread their purchase of military service credits over the same number of years that members are purchasing (i.e., if two years of credits are being purchased, members will have two years to use the payroll deduction option).

If members choose the payroll deduction option, the cost of such credit shall be computed as provided in Section 52, 5.a) and b) of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

- E. Pop-Up Option: Effective May 1, 1991, a retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26 (a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.

ARTICLE 22

LONGEVITY

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

- A. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.

- B. The basis of longevity compensation is as follows:
1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
  2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Agreement.
  3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or Leave of Absence Without Pay authorized by the Department Head or 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 annual salary, not exceeding \$24,000, paid to such employee as of October 31st, provided, such employee qualified as to length of service as B.1 provided.
  5. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of twenty-four thousand dollars (\$24,000).

<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR.</u>	<u>PERCENT USED, BUT ON BASE NOT IN EXCESS OF \$24,000</u>
5 through 9 years	2%
10 through 14 years	4%
15 through 19 years	6%
20 through 24 years	8%
25 and thereafter	10%

- C. Longevity payments may be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provision C.1 below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, may receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provisions:
1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
  2. Employees who voluntarily quit or are dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.

3. An approved leave of absence without pay for reasons of personal illness/injury, shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education, military service, personal reasons and parental leave will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
- D. Military service time will be included as continuous service time in the computation of future longevity payments, PROVIDED, the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.
- E. Longevity compensation shall be a separate and distinct annual payment to those eligible employees, but shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- F. 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.
- G. Payments to employees eligible as of October 31st of any year shall be due on December 10. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

#### ARTICLE 23

#### JURY DUTY

- A. Employees called for jury duty shall provide their supervisor with a copy of the official notice.
- B. If employees serve on jury duty, the County of Macomb will provide a jury pay supplement to make up the difference between the jury duty earnings and their normal bi-weekly paycheck upon their presentation to the payroll office of a written statement of their jury duty earnings from the proper court official.

#### ARTICLE 24

#### MILEAGE

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

#### ARTICLE 25

#### SNOW DAY POLICY

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

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

#### ARTICLE 26

##### BAR ASSOCIATION DUES

The Employer shall pay up to a maximum of two hundred dollars (\$200) of the cost per year of the Michigan Bar Association dues which are necessary to maintain an employee's professional certification.

#### ARTICLE 27

##### RESTRICTIONS ON PRIVATE PRACTICE OF LAW

Private practice of law for Assistant Prosecutors shall be prohibited except for paid or unpaid representation of family members, pro bono representation or referrals. Assistant Prosecutors shall not maintain separate private offices, private business cards, private secretarial or support staffs, or other incidents of private practice. However, it shall not be deemed a violation of this Article for a bargaining unit member to draft or review basic legal documents or do legal research, provided the research is done and the documents are prepared during nonscheduled work hours and without the use of the Employer's personnel, equipment, or materials. Assistant Prosecutors shall not make court appearances except for paid or unpaid representation of family members or pro bono representation, unless given the prior written approval of the Prosecuting Attorney.

#### ARTICLE 28

##### COST OF LIVING ALLOWANCE (COLA)

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



ARTICLE 29

COMPENSATORY TIME FOR ASSIGNED SUNDAY/HOLIDAY DUTY

Once a determination is made by the Prosecuting Attorney, based on changes in Court procedures, that the appearance of Assistant Prosecuting Attorneys is necessary for handling warrant authorization or bond hearings on Sundays and Holidays, the following shall apply:

- A. The Prosecuting Attorney or designee will, at his/her discretion, assign and schedule the number of Assistant Prosecuting Attorneys necessary to meet the need for the particular Sunday and/or Holiday.
- B. Scheduled Assistant Prosecuting Attorneys will be granted four (4) hours of compensatory time for each day of Sunday or Holiday duty, regardless of the number of hours required to complete the daily warrant or bond hearing duty.
- C. This earned compensatory time may be accumulated and used, after approval is given to the Assistant Prosecuting Attorney by the immediate supervisor, except that no more than eight (8) hours of compensatory time may be accumulated. Accumulation in excess of eight (8) hours shall be forfeited.

ARTICLE 30

REGULAR AND GRANT FUNDED EMPLOYEES DEFINED

- A. A regular employee is one who is hired to fill a full-time, budgeted position and who works a regular schedule of thirty seven and a half (37 1/2) hours per week and is designated to receive benefits.
- B. A grant funded employee is one who is hired to fill a full-time grant funded position and who works a regular schedule of thirty seven and a half (37 1/2) hours per week and is designated to receive benefits.

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

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 B; 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 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 Check-off 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 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 America (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 cost 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 33

#### SALARY AND INCREMENTS

- A. For 1992: Appendix C, 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 C, 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 34

##### TERMINATION AND/OR MODIFICATION

- A. This Agreement shall be and continue in full force and effect until December 31, 1994.
- B. If either Party desires to terminate this Agreement, it shall 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 written notice of termination by either Party ninety (90) days prior to the current year's termination.
- C. If either Party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- D. Notice of Termination and/or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Region 1, UAW, 711 West Thirteen Mile Road, Madison Heights, Michigan 48071, and if to the Employer, addressed to Director, Personnel-Labor Relations Department, Macomb County Building, Mt. Clemens, Michigan 48043.
- E. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the Employer.

IN WITNESS WHEREOF, the Co-Employer has caused the foregoing Agreement to be executed by the Chairperson of the Macomb County Board of Commissioners and by the Macomb County Prosecuting Attorney, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, on behalf of employees in classifications recognized herein, has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on this date and year first above written.

UAW representing  
ASSISTANT PROSECUTORS:

Donald B. Gillain

Margaret D. Myrick

Anna Judy

Bob Kintade

\_\_\_\_\_

FOR THE COUNTY OF MACOMB:

William M. Israel

WILLIAM M. ISRAEL, Director  
Personnel-Labor Relations

Carl Marlinga

CARL MARLINGA  
Macomb County Prosecutor

DATED: 12-8-77

APPENDIX A

AUTHORIZATION FOR DEDUCTIONS OF DUES and/or SERVICE FEES

I, \_\_\_\_\_, the undersigned, as an employee of the County of Macomb, in the Prosecutor's Office do hereby request and authorize the County of Macomb to deduct from my earnings such sum of money which the Union may certify as due and owing from me as membership dues and fees or representation service fee. This money is to be deducted once each month from the second pay of the month and each month thereafter and is to be paid to the Financial Secretary/Treasurer of the Local Union for dues and/or service fees, as the representative selected by me and as the exclusive bargaining representative for all employees in the above Unit. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security Number

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

PROSECUTING ATTORNEY'S OFFICE

DATE: \_\_\_\_\_

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

APPENDIX B

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 contribution 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 C

SALARY AND INCREMENT SCHEDULE

JANUARY 1, 1992

CLASSIFICATION	START	.5 YEAR	1 YEAR	1.5 YEARS	2 YEARS	2.5 YEARS	3 YEARS	3.5 YEARS	4 YEARS	4.5 YEARS	5 YEARS	5.5 YEARS	6 YEARS
PRINCIPAL TRIAL LAWYER	\$46,478.11	\$48,019.11	\$49,568.11	\$51,117.11	\$52,666.11	\$54,215.11	\$55,764.11	\$57,313.11	\$58,862.11	\$60,411.11	\$61,960.14	\$62,579.74	\$63,285.54
ASSISTANT IV	\$42,245.28	\$43,653.16	\$45,061.32	\$46,469.48	\$47,877.64	\$49,285.80	\$50,693.96	\$52,102.12	\$53,510.28	\$54,918.44	\$56,326.67	\$56,889.94	\$57,458.84
ASSISTANT III	\$40,232.86	\$41,573.95	\$42,915.04	\$44,256.13	\$45,597.22	\$46,938.31	\$48,279.40	\$49,620.49	\$50,961.58	\$52,302.67	\$53,643.81	\$54,188.25	\$54,722.85
ASSISTANT II	\$36,574.69	\$37,793.84	\$39,012.99	\$40,232.14	\$41,451.29	\$42,670.44	\$43,889.59	\$45,108.74	\$46,327.89	\$47,547.04	\$48,766.25		
ASSISTANT I	\$33,298.18	\$34,358.51	\$35,466.84	\$36,575.17	\$37,683.50	\$38,791.83	\$39,900.16	\$41,008.49	\$42,116.82	\$43,225.15	\$44,333.57		

LETTER OF UNDERSTANDING

between

U.A.W. Representing Assistant Prosecuting Attorneys

and

COUNTY OF MACOMB

and

MACOMB COUNTY PROSECUTING ATTORNEY

It is hereby agreed and understood by and between the U.A.W. (Union) and the County of Macomb and Macomb County Prosecutor (co-employers) that certain positions in the Prosecutor's Office will be funded and created by the use of Federal and/or State grants. It is understood and agreed between the Parties hereto that, upon the termination of the funding for any grants in the Macomb County Prosecutor's Office, the positions funded thereby will no longer exist and the person(s) who were initially hired to occupy said position(s) of employment with the County of Macomb shall terminate upon funding for the grant ceasing.

It is further understood and agreed between the Parties that if an Assistant Prosecutor left a regularly funded County classification to accept a grant position of equal or higher classification, and for whatever reason that Assistant Prosecutor leaves the grant position, he/she shall as a matter of right be reinstated to no lower than the regularly funded classification he/she formerly held.

It is further understood and agreed between the Parties that if an Assistant Prosecutor left a grant funded position to accept another grant position of equal or higher classification, and for whatever reason that Assistant Prosecutor leaves this later grant position, he/she shall as a matter of right be reinstated to the grant funded classification and position he/she formerly held. For the purpose of this paragraph any grant or series of grants under the Federal Anti Drug Abuse Act shall be considered one grant.

FOR THE UNION:

Donald B. Gillan

Dennis V. Turner

FOR THE COUNTY OF MACOMB:

Carl F. Marlin  
Macomb County Prosecutor

William M. Israel  
Personnel-Labor Relations Director

Dated: 9-24-91



Dear \_\_\_\_\_:

The position of \_\_\_\_\_, to which you will be appointed, is available by virtue of a grant which will expire \_\_\_\_\_. By accepting this position you are agreeing that if the grant is not continued or funding of your position should cease at any time, your employment with the County will cease.

Very truly yours,

Carl J. Marlinga  
Prosecuting Attorney  
Macomb County, Michigan

I accept employment in the Prosecuting Attorney's Office on the condition stated above.

---

Dated: \_\_\_\_\_

I, \_\_\_\_\_ an Assistant Prosecuting Attorney for the County of Macomb, understand that, because of the award of a grant to the County of Macomb, my classification as an Assistant Prosecuting Attorney will be changed from \_\_\_\_\_ to \_\_\_\_\_. I understand that, upon the expiration of the grant and/or termination of funding for said grant, I shall be returned to no lower than my former classification.

I accept the change in classification under the terms and conditions above stated.

\_\_\_\_\_

Date: \_\_\_\_\_

LETTER OF UNDERSTANDING  
between  
ASSISTANT PROSECUTING ATTORNEYS,  
represented by the U.A.W.

and

COUNTY of MACOMB

RE: Health Care Non-enrollment Bonus

The County and the Union have agreed to the following:

A. Active Employees:

Effective August 1, 1988, the Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse or parent has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to each employee who has not been on any County-sponsored health care program for six (6) months.

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

Employees, whose spouse's or parents' health care plans cease to cover the employee, shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's or 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 August 1, 1988, 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:

Donald B. Gillain  
Dennis J. Krum

FOR THE COUNTY OF MACOMB:

William M. Israel  
Carl J. Marbury

Dated: 9-24-91

LETTER OF UNDERSTANDING

between

UAW LOCAL 412, UNIT 46

and

COUNTY OF MACOMB

In 1992, again in 1993 and again in 1994, the Employer shall provide to all members of UAW Local 412, Unit 46, any gross economic change negotiated between the Parties. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a gross economic increase which exceeds that negotiated by UAW Local 412, Unit 46, or should non-union employees receive a gross economic increase which exceeds that negotiated by UAW Local 412, Unit 46, the Employer shall provide an additional wage increase to the members so that UAW Local 412, Unit 46 members receive a gross percentage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate; provided that if the economic benefit is an increase in employees' pension, and such increase is at the Employer's expense, and not at the employees' expense, such benefit shall be automatically awarded the members of UAW Local 412, Unit 46 in lieu of an equivalent increase in base wage rate.

FOR THE UNION:

Donald B. Gillani  
Bob Kinrade

FOR THE COUNTY:

William M. Zsasz

Dated:

12-8-92

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