

AGREEMENT

between

COUNTY OF MACOMB

and

MACOMB COUNTY ENVIRONMENTAL HEALTH ASSOCIATION

Macomb County

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE(s)</u>
Agreement	1
Purpose and Intent	1
Article 1 Recognition	1
Article 2 Management Rights	1-2
Article 3 Special Conferences	2
Article 4 Negotiation Procedure And Representation	2-3
Article 5 Employee Defined	3
Article 6 Probationary Period	3
Article 7 Salary Increments	3
Article 8 Annual Leave (Vacation)	3-5
Article 9 Sick Leave	5-6
Article 10 Accumulated Sick Leave Payoff	6
Article 11 Funeral Leave	6-7
Article 12 Worker's Compensation Disability	7-8
Article 13 Leave Of Absence	8-11
Article 14 Holiday Benefits	12
Article 15 Insurance Benefits	12-17
Article 16 Retirement System	17-18
Article 17 Longevity	18-20
Article 18 Jury Duty	20
Article 19 Beeper Pay	20
Article 20 Cost Of Living Allowance (COLA)	20
Article 21 Salary And Increment Schedule	20-21
Article 22 Mileage	21

Article 23	Seniority	21-22
Article 24	Layoff	22-23
Article 25	Recall	23
Article 26	Discipline And Discharge	23-24
Article 27	Grievance Procedure	24-27
Article 28	No Strike Clause	27
Article 29	Physical Examination	27
Article 30	Use Of Facilities/Bulletin Boards	27-28
Article 31	Educational Courses	28
Article 32	Termination Of Employment	28
Article 33	Agency Shop, Service, Membership Dues, Limit Of Employer's Liability .	28-29
Article 34	Deduction Of Union Dues And/Or Service Fees	29-30
Article 35	Savings Clause	30
Article 36	Snow Day Policy	30-31
Article 47	Termination And/Or Modification	31-32
Salary And Increment Schedule		Attached
Index		Attached

1992 - 1993 - 1994

AGREEMENT

MACOMB COUNTY ENVIRONMENTAL HEALTH ASSOCIATION

THIS AGREEMENT entered into on the first day of January, 1992 between the COUNTY of MACOMB, hereinafter referred to as the Employer and the MACOMB COUNTY ENVIRONMENTAL HEALTH ASSOCIATION, hereinafter referred to as employee and/or Association.

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

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

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

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

ARTICLE 1

RECOGNITION

The County of Macomb hereby recognizes the MACOMB COUNTY ENVIRONMENTAL HEALTH ASSOCIATION as the exclusive bargaining representative for a unit consisting of: all budgeted employees designated as Environmentalists II, III, and IV and Environmental Toxicologists of the Environmental Health Division of the Macomb County Health Department, excluding the Director, Deputy Director of Environmental Health, Environmental Health Supervisor, contracted Housing Inspectors, and the Public Health Engineer.

ARTICLE 2

MANAGEMENT RIGHTS

- A. The Employer retains and shall have the sole and exclusive right and authority to manage and operate its affairs, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the Employer; to assign employees to shifts in order to adequately staff shifts with experienced personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the type and scope of services to be furnished, and the type of facilities to be operated; to determine the methods, procedures and services to be provided.
- B. The Employer, in addition to the rights set forth in A. above, shall have the right to hire, promote, assign, transfer, discipline (up to and including discharge), layoff and recall; to establish

work rules, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.

- C. The Employer retains and shall have the sole and exclusive right to administer, without limitation, implied or other, all matters not specifically and expressly covered by the provisions of paragraphs A. and B. of this Article, except as otherwise provided in this Agreement.

ARTICLE 3

SPECIAL CONFERENCES

Special Conferences mutually agreed upon, will be arranged between the President of the Association and the Personnel-Labor Relations Director, or his/her designated representative, for purposes of discussion of important matters. Such meetings shall be between at least two (2) representatives of the Employer and a maximum of three (3) designated representatives of the Association. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the Agenda. This meeting may be attended by a legal representative of the Association. The members of the Association who are regular employees on the active payroll, shall not lose pay for time spent in such Special Conferences, but must notify their division director/designee of the date, time and location of such Special Conference, and must report to their immediate supervisor at the conclusion of the Special Conference during regular working hours.

ARTICLE 4

NEGOTIATION PROCEDURE AND REPRESENTATION

- A. It is recognized that no final agreement between the Parties may be executed without ratification by a majority of the membership of the Association and without ratification by the County of Macomb, but the Parties mutually pledge that representatives selected by each, shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.
- B. The Employer agrees that up to three (3) designated Association representatives who are regular employees shall be entitled to be released, with pay, to conduct negotiations with the Employer, at times approved by the Parties. The Association shall be allowed to have an outside representative attend its negotiation sessions.
- C. Designated members in Section B. of this Article, must notify their Division Director/Designee of the date, time and location of such negotiation and representation activities and must report to their immediate supervisor at the conclusion of the negotiation and representation meeting during regular working hours.
- D. Designated Association representatives are those members of the Association selected by the membership to represent the Association or its members in negotiations, special conferences, intradepartmental conferences, grievance processing, Appeal Board and/or arbitration proceedings. It shall be the responsibility of the Association to notify the Personnel-Labor Relations Director and the Department Head/Designee of the identity of those members engaged in the above mentioned activities within a reasonable time prior to implementation of the recognition process outlined herein. Recognition of the Association representative designated

as the Grievance Chairperson and/or his/her designated alternate engaged in grievance processing shall be limited to a regular employee on the active payroll. However, the Parties agree that an employee on layoff or approved leave of absence, who previously served as Grievance Chairperson will be allowed to represent the Association in the continued processing of a grievance that was initiated prior to his/her layoff or leave of absence.

ARTICLE 5

EMPLOYEE DEFINED

One who is hired on a budgeted basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked thirty (30) hours per week or more for a period of at least six (6) consecutive months, PROVIDED, such status as a budgeted employee shall continue so long as the foregoing minimum standard is complied with.

ARTICLE 6

PROBATIONARY PERIOD

Probationary period for new employees will be a period of six (6) months during which new employees must serve on the job to determine their ability to perform duties assigned them. At any time during this period, the Employer may dismiss the employee and such employee shall not have recourse to the Grievance Procedure provisions of this Agreement. The Association may address such dismissal in a Special Conference; however, as stated, the decision of the Department Head/Designee regarding such dismissal is not grievable.

ARTICLE 7

SALARY INCREMENTS

After employment, each employee may be entitled to one normal increment after thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Department Head/Designee before becoming effective, providing any disapproval of an increment by a Department Head/Designee shall be set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the Association President and the Personnel-Labor Relations Office.

ARTICLE 8

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. Annual Leave days may be accumulated to a maximum of thirty (30) work days.
- D. Annual Leave days cannot be used by an employee until he/she has been on the payroll for thirteen (13) completed continuous pay periods.
- E. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued vacation leave at the rate of pay said employee received at the time of termination.
- F. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- G. County of Macomb employees who have been in the Armed Services of the United States under Military Leave from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military service, be given an Annual Leave Bank at the rate of one day for each month or part thereof spent in the Armed Service. Such leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- H. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- I. Annual Leaves will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- Split Annual Leaves may be granted only when written notification has been given to the Department Head and with his/her approval.
- J. Annual Leave time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head.
- K. When a holiday falls and is observed within an employee's scheduled Annual Leave period, the Annual Leave may be extended one or more days, or portion of a day, as applicable, continuous with the Annual Leave. Holidays referred to are as specified in the Holiday Benefits Article of the Agreement between the Parties.

- L. Current Annual Leave practices in effect at the Public Health Department for employees covered by this Agreement, providing for five (5) additional Annual Leave days in lieu of overtime and/or compensatory time off, will continue.

ARTICLE 9

SICK LEAVE

- A. Every full time employee shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Effective as soon as possible after ratification of this Agreement, for sick leave usage only, the unused sick leave accumulation maximum that an employee can earn will be increased from one hundred twenty-five (125) work days to one hundred eighty (180) work days. Employees shall begin earning sick leave time in excess of the 125 days, effective as soon as possible after ratification of this Agreement.

For accumulated sick leave payoff purposes, as provided in Article 10, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred twenty-five (125) work days.

- C. An employee may utilize sick leave allowance for absences:
1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one calendar year. The term "immediate family" as used in this Section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
 4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
 5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal Business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate, or otherwise, of the adequacy of the reason for absence during the time for which sick leave is granted.

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

ARTICLE 10

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. In case of death, payment upon the same basis shall be made to the deceased employee's designated life insurance beneficiary.
- 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. This payment shall not be made to the employee until the 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 employee's pension beneficiary.
- C. Payoff When There Is No Retirement: 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.

ARTICLE 11

FUNERAL LEAVE

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

- A. The employee will be granted three (3) days off with pay due to a death in the employee's immediate family. Immediate family shall be defined as follows: mother,

father, current spouse, and children. Funeral Leave granted under these circumstances shall not be deducted from Sick Leave.

- B. The employee will be granted one (1) day off with pay, not deductible from Sick Leave, for the death of one of the following: mother-in-law, father-in-law, brother, and sister. Upon request, an employee may use two (2) additional funeral leave days for the death of a relative listed in paragraph B. These two (2) additional funeral leave days will be chargeable to Sick Leave.
- C. The employee will be granted three (3) Funeral Leave days chargeable to Sick Leave for the death of one of the following: grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law, and sons-in-law of the employee or of the employee's current spouse.

ARTICLE 12

WORKER'S COMPENSATION DISABILITY

A County employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
- D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
- E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
- F. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 5, Employee 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 salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County's two-thirds (2/3) 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 16, Retirement System and the Macomb County Employees' Retirement Ordinance.
 4. Any Sick or Annual Leave earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

ARTICLE 13

LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:
1. Personal illness/injury
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
 2. Illness/injury in immediate family
 3. Education

4. Military service
5. Personal reason

B. General Provisions:

1. Leave of absence may be with pay or without pay.
2. An employee absent from work for five (5) or more days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
4. Waiting periods for Leaves of Absence eligibility:
 - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
 - Illness/injury in immediate family
 - Education
 - Personal reason
 - Personal illness/injury
 - b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
 - Military service
 - An illness/injury for which an employee is eligible for and receiving Workers Compensation benefits.
5. Duration of Leaves of Absence:
 - a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions of up to six (6) months granted:
 - Personal illness/injury
 - Education
 - b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.

6. The Department Head and the Director of Personnel-Labor Relations shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes.
7. An employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay.

C. Types of Leaves of Absence:

1. Personal Illness/injury:

- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
- b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:
 - (1) General nature of personal illness/injury.
 - (2) Dates of incapacity.
 - (3) Anticipated date of return to work.
 - (4) Physician's signature.
 - (5) Physician's name, address, and telephone number.
- c. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
- d. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.
- e. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate, or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform normally assigned duties and functions. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.

2. Illness/injury of a member of the employee's immediate family:

- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee.

In proper circumstances, the Employer may waive the requirement that said request be in writing.

- b. In addition to the written request for a leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.

3. Education:

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

4. Military:

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

5. Personal Reasons:

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

ARTICLE 14

HOLIDAY BENEFITS

A. The designated holidays are:

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

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

1. The holiday designated must fall on the week days, that is, Monday through Friday.
2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
4. Christmas Eve and New Year's Eve:
 - a. Should Christmas Eve and New Year's Eve fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.
 - b. Should Christmas Eve and New Year's Eve fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay.

ARTICLE 15

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

- a. Effective July 1, 1991, the Life Insurance death benefit provided by the Employer shall be equal to the employee's annual salary rounded to the nearest thousand dollars and \$4,500 additional accidental death and/or dismemberment (AD & D) benefit.
 - b. Additionally, effective July 1, 1991, Association members will be allowed to purchase additional death benefit Life Insurance, in amounts equal to that provided by the Employer through payroll deduction.
 - c. The amount of life insurance, referenced in sections a and b above, shall be computed by using the employee's annual base salary as of January 1st of each year of this Agreement.
 - d. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
2. Retirees: The Employer will provide fully paid Life Insurance coverage, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire on or after January 1, 1981, and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

1. Active Employees: The Employer shall provide fully-paid Blue Cross/Blue Shield Hospital-Medical coverage, or its substantial equivalence, to all regular employees and their eligible families on the following basis and coverage:
 - a. Blue Cross/Blue Shield MVF1, and Master Medical coverage, ML Rider and OB Rider.
 - b. Waiting Period: Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
 - c. Effective April 1, 1988, coverage under the Prescription Drug Rider (PDR) will be offered to all eligible employees subject to the following terms and conditions:
 - (1) Such PDR coverage shall be limited to the \$5.00 Co-Pay Rider.
 - (2) The Employer will pay the monthly premium for such PDR coverage for all eligible subscribers.
 - d. Effective April 1, 1988, Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
 - e. Effective April 1, 1988, the Employer shall offer Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.

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

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

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

- g. The Employer shall pay for the employee and his/her spouse the full cost of Medicare premiums, as required by the Federal Insurance Contribution Act, a part of the Social Security Program, providing the employee is on the active payroll and further, employee and his/her spouse has properly applied for and receives such Medicare coverage.

2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage to the employee and the employee's spouse for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement, provided such employee shall retire on or after January 1, 1974. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible current spouse receives applicable retirement benefits following the death of the retiree.
- b. Coverage shall be limited to Blue Cross/Blue Shield MVF1 Master Medical with ML Rider, or its substantial equivalence.
- c. Prescription Drug Rider (PDR): Except for the provisions of Section B, 2.j of this Article, effective January 1, 1980, the Employer will provide for eligible retirees and for their current spouse, at time of retirement, coverage under the PDR as follows:
- (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
 - (2) Such PDR coverage shall be limited to the three dollar (\$3.00) Co-Pay Rider.

- (3) Such PDR coverage will be extended to the eligible employee and eligible current spouse, provided such employee retires on or after April 1, 1973.
- d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital medical benefits, during such period of gainful employment, as hereinafter defined:
- Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the employee retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.
- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
- g. Effective April 1, 1988, retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- h. Effective April 1, 1988, the Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- i. Effective April 1, 1988, the Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

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

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

- j. For employees who retire on or after April 1, 1988, the Prescription Drug Rider (PDR) coverage shall be limited to the \$5.00 Co-Pay Rider.

C. Health Maintenance Organization:

1. Active Employees: The Employer will provide a Health Maintenance Organization option for regular employees covered by the present hospital-medical surgical program under this Insurance Section of this Agreement, provided the premium does not exceed the cost of the present insurance.
2. Retirees: Effective July 1, 1991, the Employer will provide a Health Maintenance Organization option for current and future retirees of the bargaining unit, provided the premium does not exceed the cost of the present insurance.

A retiree will have the option of retaining his/her HMO coverage at time of retirement or converting from Blue Cross/Blue Shield to HMO coverage during the County's annual open enrollment period.

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

1. Employees covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.
2. Waiting Period: Employees hired on or after January 1, 1981, who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

E. Optical Program: An Optical Insurance Program will provide the following:

1. Employees covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.
2. Waiting Period: Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

F. Liability Insurance: The County shall provide for each regular employee Bodily Injury and Property Damage Liability Insurance while acting within the scope of his/her duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.

G. Long Term Disability: Employees covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.

- H. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

ARTICLE 16

RETIREMENT SYSTEM

- A. The Employer shall continue the benefits as provided by the presently constituted "Macomb County Employees' Retirement Ordinance" and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the Statutes of the State of Michigan and provided further, that an annual statement of employees' contributions will be furnished to the employees.
- B. Effective January 1, 1987, Section 37 (b) of the Macomb County Employees' Retirement Ordinance will be amended for employees covered by the Agreement, to provide that the pension multiplier will be 2.10% and the County pension shall not exceed 63%.
- C. Annuity Withdrawal: Effective January 1, 1988, any employee covered by this Agreement who retired on or after January 1, 1988, pursuant to Sections 24, 25 or 31 of the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of the retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employee's Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.
- D. Purchase of Military Service Credits:
1. Effective January 1, 1988, members who wish to purchase military service credits as provided in the Macomb County Employees' Retirement Ordinance (being Section 52 of such Ordinance) shall be allowed to purchase said credits through payroll deduction. Member who chooses the payroll deduction option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchased, the member will have two years to use the payroll deduction option).
 2. If a member chooses the payroll deduction option, the cost of such credit shall be computed as provided in Section 52, 5.a) and b) of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.
- E. Non-Duty Death Retirement Allowance For Surviving Spouse (Effective January 1, 1991): Any bargaining unit member who continues in the employ of the County for more than ten (10) years and has not nominated a beneficiary as provided in the Macomb County Employees' Retirement Ordinance, and (1) dies while in County employment and (2) leaves a SPOUSE, the SPOUSE shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age 60 years, (2) elected Option A in

Section 26 of the Macomb County Employees' Retirement Ordinance and (3) nominated his/her SPOUSE as beneficiary.

- F. Pop-Up Option: Effective January 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.
- G. Employees' Contributions: Effective January 1, 1991, the employees' contribution to the retirement system will be 3.0% of their compensation received from and after the foregoing date. This increase in the employees' contribution is to reflect the additional benefit that is provided in paragraph E of this Article (Non-Duty Death Retirement Allowance).

ARTICLE 17

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 Longevity Policy.
 3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or Leave of Absence Without Pay authorized by the Department Head or his/her Designee and approved by the Personnel-Labor Relations Director; provided such approved Leave of Absence Without Pay shall not be considered in the computation of years of service for longevity compensation.

4. Effective January 1, 1991, the compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary, not exceeding \$18,000, paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph B.1, provided, that the compensation to be utilized for computation purposes of a part-time employee entering upon full time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) years of service of full time employment is attained.
- C. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000).

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

- D. Longevity payments may be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, may receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision D-1 below.
1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
 2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
 3. An approved leave of absence without pay for reasons of personal illness/injury, shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education, military service and personal reasons will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
- E. 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.
- F. 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.

- 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 18

JURY DUTY

- A. If an employee is called for jury duty, he/she shall provide his/her Supervisor with a copy, upon receipt of the official notice.
- B. If the employee serves on jury duty, the County of Macomb will provide a jury pay supplement to make up the difference between the jury duty earnings and his/her normal paycheck upon his/her presentation to the Payroll Office of a written statement of his/her jury duty earnings from the proper court official.

ARTICLE 19

BEEPER PAY

- A. Pay for beeper duty will be \$150.00 per week for each week that a beeper is assigned.
- B. Call-In Pay For Major Holidays Only: Effective October 25, 1990, the County will provide compensatory time or overtime pay to Association members who are assigned beeper duty, as in section A above, and who are actually called-in to work on any of the following major holidays, only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Environmental Health Division Director, on a case-by-case basis, will determine if the payment will be made by utilizing compensatory time or overtime pay.

ARTICLE 20

COST OF LIVING ALLOWANCE (COLA)

- A. Effective January 1, 1992, a quarterly cost of living allowance (COLA) of twenty cents (\$.20) per hour maximum will be paid for each credited payroll hour scheduled.
- B. Payment, when due will be payable quarterly, by separate check, no sooner than twenty-one (21) days, nor later than thirty-five (35) days, following the last day of the previous quarter.

ARTICLE 21

SALARY AND INCREMENT SCHEDULE

- A. For 1992: The 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 the 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 22

MILEAGE

Mileage reimbursement for employees required to use their personal vehicles in pursuit of assigned County business will be made in accordance with the State of Michigan's mileage reimbursement formula, disregarding any fraction of a cent. Adjustments to the reimbursement figure will be made annually.

ARTICLE 23

SENIORITY

- A. Departmental classification seniority shall commence after an employee successfully completes his/her probationary period. The probationary period referred to shall be as outlined in Article 6, Probationary Period.
- B. Upon successful completion of the probationary period, the employee's departmental classification seniority will be retroactive to the date of initial full time classification employment.
- C. This departmental classification seniority will continue so long as the employee remains within the affected classification.
- D. Upon transfer to a different classification, a new departmental classification seniority date will commence on the date of such transfer.
- E. Departmental classification seniority will prevail for purposes of approved usage of annual leave, layoff and recall rights within that classification.
- F. Date of entry into the Department will provide a seniority date that will prevail for purpose of "bumping" rights.
- G. Date of entry into County employment will provide a seniority date that will prevail for purposes of accumulation and eligibility for annual leave, sick leave, longevity, retirement and similar "fringe benefits" the Parties hereto may agree to.
- H. An employee shall forfeit his/her seniority rights for the following reasons:
 1. He/she quits.

2. He/she is discharged and the discharge is not reversed through the Grievance Procedure.
3. He/she is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure. In proper cases exceptions shall be made by the Employer.
4. He/she retires.
5. If the employee withdraws his/her contributions from the Macomb County Employees' Retirement System.
6. If he/she does not return to work when recalled from layoff. The recall rights are as spelled out in this Agreement between the Parties.
7. Return from Sick Leave and Leaves of Absence will be treated the same as H.3 above.

ARTICLE 24

LAYOFF

- A. Layoff is defined as a reduction in the working force.
- B. If a layoff becomes necessary the following procedures will be mandatory:
 1. Layoffs, as required, shall be made within the affected classification in the affected department.
 2. Such reduction will be made in the first instance by terminating probationary employees in the affected classifications.
 3. If a further reduction in force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected classification in the affected department.
- C. When an employee is laid off due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace the least senior employee in classifications covered by this Agreement in the affected department only. Such employee may "bump" an employee in an equal or lower job classification under the following conditions:
 1. The employee shall have seniority as required and as defined in Article 23, Seniority, of this Agreement.
 2. The employee shall have current ability to perform the available work, meet the qualifications and perform the duties of the job with minimal orientation as required and defined by the Employer.
 3. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff. Failure of the affected employee to exercise such

"bumping rights" at the time of layoff, will result in forfeiture of "bumping rights" during the term of such layoff.

- D. Employees to be laid off for an indefinite period of time will have at least fifteen (15) days notice of such layoff. The Association President shall receive a list from the Employer, of the employees being laid off, on the same date the notices are issued to the employees.

ARTICLE 25

RECALL

- A. Recall Procedure: When the working force is increased after a layoff, employees will be recalled according to seniority as outlined in Article 23, Seniority. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her personnel file, located in the Personnel-Labor Relations Department, and sent by Certified Mail. If the affected employee fails to report for work within ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.
- B. Recall rights for laid off employees will be limited to a period of one (1) year, or length of Departmental Classification seniority, whichever is greater, EXCEPT for employees hired on or after January 1, 1983 who after layoff shall have recall rights limited to length of Departmental Classification seniority but in no event to exceed a period of eighteen (18) months following date of such layoff. Upon expiration of either period whichever is applicable, the Employer shall be under no obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

ARTICLE 26

DISCIPLINE AND DISCHARGE

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

- D. The Association shall have the right to take up the discharge or suspension as a grievance at the Third Step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.
- E. Discipline that is necessary will be of a corrective nature rather than punitive. Discussions between the employee and supervision shall be of a consultative nature, concerning minor disciplinary infractions, prior to a reprimand. Any and all disciplinary action shall be made within a timely manner. After an oral or written reprimand has been issued to an employee, the employee has the right to have that reprimand removed from his/her personnel file after a twelve (12) month period as long as no repeat or additional reprimands are issued.

ARTICLE 27

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:
 - 1. STEP 1: VERBAL: The employee or one member of a group of employees must first discuss the specific grievance with the immediate Supervisor. At the request of the employee, the Grievance Chairperson may be present during the discussion. Reasonable time will be granted the employee for the purpose of appraising the Grievance Chairperson of the alleged grievance. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.
 - 2. STEP 2: WRITTEN:
 - a. If the grievance is not settled at the verbal step, a written grievance may be filed by the Grievance Chairperson or Association President with the employee's Division Director within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the Grievance Chairperson and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.
 - b. A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head or designee shall give a written answer to the Grievance Chairperson.
 - 3. STEP 3: DIRECTOR OF PERSONNEL-LABOR RELATIONS:
 - a. If the grievance is not settled in Step 2, such grievance may be submitted by the Association President to the Director of Personnel-Labor Relations, with a courtesy copy to the Department Head, within ten (10) days after the Department

Head's written response has been received by the Grievance Chairperson. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Personnel-Labor Relations Department.

- b. The Association President or designee must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Association President's written request. The Association representatives at said meeting may include, at the Association's discretion, the Grievance Chairperson or designee and the grievant. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.
- c. The decision of the Director of Personnel-Labor Relations shall be given in writing to the Association President within ten (10) days of the completion of the Step 3 meeting.

4. STEP 4: APPEAL BOARD:

- a. If the Association does not accept the decision of the Director of Personnel-Labor Relations in Step 3, the Association may review the matter and, within ten (10) days of receipt of said Step 3 decision, the Association President may submit the grievance in writing to the Appeal Board Step. The Association shall prepare a record which shall consist of the written grievance, all written answers to the grievance, and all other such written records, as may be appropriate. These shall be sent to the Director of Personnel-Labor Relations at the same time as the Appeal to Step 4 is submitted.
- b. The Appeal Board shall be composed of two (2) representatives of the Association, and two (2) representatives of the Employer. The Association members shall be the Association President and the Grievance Chairperson, or designee(s).
- c. The Parties shall arrange for a meeting(s) to discuss the particular grievance. The initial meeting shall be held within twenty (20) days of the receipt of the Association President's or designee's written request for a meeting, unless the time limit is mutually extended in writing.
- d. If the Parties mutually agree to resolve the grievance, it shall cause its disposition to be reduced to writing; it shall be signed by all members of the Appeal Board and it shall become final. If the members are unable to resolve the matter, the Appeal Board shall sign a statement that it is unable to resolve the grievance. The Appeal Board shall have twenty (20) days from the Appeal Board's final meeting to make a final resolution.

5. STEP 5: ARBITRATION: If the grievance is not satisfactorily settled in Step 4, the Association President has thirty (30) days from the final answer to file for arbitration, by sending a letter to the Director of Personnel-Labor Relations. If the Association President fails to request arbitration within the time limit, the grievance shall be deemed not eligible to go to arbitration.

C. SELECTION OF THE ARBITRATOR:

- 1. The Arbitrator shall be selected by the members of the Appeal Board, or, in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the American Arbitration Association upon the request of either Party.

2. The Appeal Board shall submit to the Arbitrator all documents and facts regarding the grievance. No additional facts, not known to the other Appeal Board members shall be presented or accepted at the hearing, except as such facts or information may be made available to the Appeal Board members prior to the Arbitration hearing.

D. AUTHORITY OF THE ARBITRATOR:

1. The Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the four corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.
2. The cost of the Arbitrator's services and expenses shall be shared by the Parties equally.
3. To the extent that the laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Association and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
4. The Association President, Grievance Chairperson and grievant involved with a grievance that requires arbitration, will be compensated for normally scheduled working hours that are required in connection with the actual arbitration procedure.
5. Each Party will be responsible for compensation to witness(es) as required by the respective Party.

E. GENERAL CONDITIONS:

1. Withdrawal of Grievances: A grievance may be withdrawn and if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) days from the date of withdrawal, the grievance shall not be reinstated.
2. Computation of Back Wages: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, offset by any other Employer paid benefits or compensation.
3. Time of Appeals: Any answer not appealed from within the time specified in the particular Steps of the Grievance Procedure shall be considered settled on the basis of the Employer's last answer and not subject to further review. In the event that the Employer shall fail to supply the Association with its answer in writing to the particular Step within the specified time limits, the grievance shall be automatically positioned at the next Step with the time limit for exercising said Appeal commencing with the expiration date of the Employer's grace period for answering. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes.

4. Time Limits: Time limits may be extended at any Step of the Grievance Procedure by written mutual consent by the Parties.
5. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

ARTICLE 28

NO STRIKE CLAUSE

- A. The Parties hereto also recognize that it is essential for the health, safety and public welfare of the County that services to the public be without interruption, that the right to strike is forbidden by the Statutes of the State of Michigan.
- B. Adequate procedures having been provided for the equitable settlement of any grievance arising under this Agreement, the Parties hereto agree that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes or other similar action which would involve suspension of work and that may disturb or interfere with the welfare of the public.
- C. The County shall have the right to discipline or discharge any employee participating in a strike, slowdown or other such interference with the welfare of the public, and the Association agrees not to oppose such action. It is understood, however, the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

ARTICLE 29

PHYSICAL EXAMINATION

- A. Prior to returning from a medical leave, the employee shall submit a physician's statement indicating the anticipated date of return and that the employee is capable of resuming all normal duties. Regarding said medical leave, when deemed necessary, a physical examination may be required at the Employer's expense.
- B. Should an employee elect to have the physical examination by his/her own personal physician, he/she may do so at his/her own expense. The employee may elect to have part of his/her physical examination performed by the Employer's physician and the remaining part of the physical performed by his/her own physician at his/her own expense. Results of the physical examination will be made available to the Employer, prior to employment.
- C. With respect to tests and immunizations, the Employer will follow the policy in effect at the time of the effective date of this Agreement.

ARTICLE 30

USE OF FACILITIES/BULLETIN BOARDS

- A. The Association may use available rooms at the facility for Association meetings with the prior consent of the Employer.
- B. The Association shall have the right to use designated bulletin boards to announce local, regional, national or state meetings and to otherwise inform its members of matters of

professional interest. The bulletin boards shall not be used by the Association for posting or distributing pamphlets, pertaining to political matters.

- C. The Association, upon making appropriate arrangements through the Department Director and/or Designee, may use other equipment for Association activities. The Association shall, upon billing by the facility, pay the cost of equipment or supplies used.

ARTICLE 31

EDUCATIONAL COURSES

As provided in Departmental Policy and Procedures, excused leave with pay for attendance at afternoon or evening classes of related educational courses may be granted employees covered by this Agreement after written request to and approval by their respective Department Head/Designee. Payment referred to shall cover regularly scheduled work hours only.

ARTICLE 32

TERMINATION OF EMPLOYMENT

At least fifteen (15) days written notice of termination of employment shall be given by the employee to the Division Director/Designee.

ARTICLE 33

AGENCY SHOP, SERVICE, MEMBERSHIP DUES, LIMIT OF EMPLOYER'S LIABILITY

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

- A. Employees covered by this Agreement at the time "Agency Shop" becomes effective and who are members of the Association at that time shall be required to continue membership in the Association for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Association at the time "Agency Shop" becomes effective shall be required to become members of the Association or pay a service fee to the Association, which shall be equivalent to the Association monthly membership dues, for the duration of the Agreement. The time referred to herein will commence April 1, 1975.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of "Agency Shop" and covered by this Agreement, shall become members of the Association or pay an equivalent service fee to the Association.
- D. If the employee chooses not to exercise the Payroll Deduction for Association Dues and/or Service Fees, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required (and if not already a member), and the periodic dues uniformly required, shall be deemed to meet the conditions of this Section.

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

- F. Employees shall be deemed to be in compliance with the meaning of this Section if they are not more than sixty (60) days in arrears in payments of membership dues or service fees.
- G. The Employer shall be notified in writing, by the Association, of any employee who is sixty (60) days in arrears in payments of membership dues or service fees.
- H. Failure of employees covered by this Agreement to comply with provisions of this Section shall, at the conclusion of the grace period of sixty (60) days referred to in Section "G" above, and upon receipt of written request and proof of failure to comply from the Association, the Employer shall terminate employment of such employee.
- I. Limit of Employer's Liability: The Employer shall not be liable to the Association by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized by them, under the Payroll Deduction for Association Dues and/or Service Fees Provision of this Agreement.

The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with the Sections of this Agreement.

ARTICLE 34

DEDUCTION OF UNION DUES AND/OR SERVICE FEES

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

- A. Each employee who desires to have such dues, service fees and/or initiation fee deduction from his/her earnings shall execute the "AUTHORIZATION OF ASSOCIATION DUES" form in full, in triplicate.
- B. The Employer shall place such deduction or deductions in effect at the SECOND PAY PERIOD of the month following receipts of same and continue in accordance with the terms and conditions set forth in the Authorization.
- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Financial Officer of the Association designated in writing by the Association, and shall do so, as soon as possible after the deduction, but not later than the fifteenth day of the following month.
- D. The Employer shall notify the Association of the termination of employment of the dues and/or service fees paying employee or of the revocation, alteration or amendment by the employee of the Authorization for Deduction of Association Dues and/or Service Fees in accordance with the terms thereof.

- E. The "Authorization for Deduction of Association Dues and/or Service Fees" when executed, shall be binding upon the employee for the duration of this Agreement, except that any employee may revoke, alter or amend such Authorization for Deduction of Association Dues and/or Service Fees by notice in writing to the Employer within thirty (30) days, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

- F. It is understood and agreed, that the provision for deduction of Association Dues and/or Service Fees, is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth, except as provided for under the Agency Shop provision of this Agreement.

AUTHORIZATION FOR DEDUCTIONS OF ASSOCIATION DUES AND/OR SERVICE FEES

I, _____, the undersigned, as an employee of the County of Macomb, in the Department and Unit of _____, do hereby request and authorize the County of Macomb to deduct the following sums of money from my earnings, once each month from the second pay of _____ and to pay same to _____ for initiation fees, 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 or until thirty (30) days prior to the expiration of this Agreement, during which thirty (30) day period the undersigned shall have the right to revoke, alter or amend the above authorization, failing in which same shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

Employee's Signature

ARTICLE 35

SAVINGS CLAUSE

If any Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby and the Parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section or Provision held invalid provided any mutually agreed upon replacement shall not be inconsistent with this Agreement or applicable law.

ARTICLE 36

SNOW DAY POLICY

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

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

ARTICLE 37

TERMINATION AND/OR MODIFICATION

- A. This Agreement shall be and continue in full force and effect until December 31, 1994.
- B. If either Party desires to terminate this Agreement, it shall one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each Party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to written notice of termination by either Party one hundred twenty (120) days written notice prior to the current year's termination date.
- C. If either Party desires to modify or change this Agreement it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- D. Notice of Termination and/or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Association, to President, Macomb County Environmental Health Association, Macomb County Health Department, and if to the Employer, addressed to Director, Personnel-Labor Relations Department, Macomb County Building, Mt. Clemens, Michigan 48043, or to any such address as the Association or the Employer may make available to each other.
- E. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Macomb.

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

MACOMB COUNTY ENVIRONMENTAL
HEALTH ASSOCIATION:

[Signature]
Gregory Brown
Steven Aquino

COUNTY OF MACOMB:

[Signature]

DATED: 4-6-93

SALARY AND INCREMENT SCHEDULE

EFFECTIVE JANUARY 1, 1992

CLASSIFICATION	START	6 MONTHS	12 MONTHS	15 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS	60 MONTHS	66 MONTHS	72 MONTHS
TOXICOLOGIST	\$29,623.89	\$30,511.35	\$31,598.61	\$32,586.27	\$33,573.73	\$34,561.19	\$35,548.65	\$36,536.11	\$37,523.57	\$38,511.03	\$39,498.52		
ENVIRONMENTALIST IV	\$27,636.96	\$29,166.83	\$30,701.88	\$32,236.13	\$33,771.18	\$35,306.23	\$36,841.31						
ENVIRONMENTALIST III	\$26,315.21	\$27,777.16	\$29,239.11	\$30,721.86	\$32,163.81	\$33,624.96	\$35,086.95						
ENVIRONMENTALIST II	\$25,055.96	\$26,751.97	\$28,447.96	\$29,143.95	\$29,839.94	\$30,535.93	\$31,231.92	\$31,927.91	\$32,623.90	\$33,319.89	\$34,015.88	\$34,711.87	\$35,407.97

INDEX

<u>PAGE(s)</u>	<u>TOPIC</u>
28-29	Agency Shop
1	Agreement
3-5	Annual Leave (Vacation)
17	Annuity Withdrawal
25-26	Arbitration
26	Back Wages, Computation Of
20	Beeper Pay
27-28	Bulletin Boards
20	Cost Of Living Allowance (COLA)
29-30	Deduction Of Union Dues And/Or Service Fees
16	Dental Insurance
23-24	Discharge
23	Discipline
3	Employee, Defined
28	Employment, Termination Of
6-7	Funeral Leave
24-27	Grievance Procedure
	Health Maintenance Organization
16	Active Employees
16	Retirees
12	Holiday Benefits
	Hospital-Medical Insurance
13-14	Active Employees
14-16	Retirees
12-17	Insurance Benefits
20	Jury Duty
22-23	Layoff
8-11	Leave Of Absence
29	Liability, Employer's Limits
16	Liability Insurance
	Life Insurance
12-13	Active Employees
13	Retirees
16	Long Term Disability
18-20	Longevity
1-2	Management Rights
21	Mileage
17	Military Service Credits, Purchase Of

17-18	Non-Duty Death Retirement Allowance
16	Optical Program
5	Personal Business Day
18	Pop-Up Option
3	Probationary Period
1	Purpose And Intent
23	Recall
1	Recognition
2-3	Representation
17-18	Retirement System
Attached	Salary And Increment Schedule
30	Savings Clause
21-22	Seniority
21-22	Seniority, Loss Of
5-6	Sick Leave
6	Sick Leave, Accumulated Payoff
30-31	Snow Day Policy
2	Special Conferences
27	Strike Clause, No
23-24	Suspension
31-32	Termination And/Or Modification
29-30	Union Dues And/Or Service Fees, Deduction Of
3-5	Vacation (Annual Leave)
7-8	Worker's Compensation Disability

LETTER OF UNDERSTANDING
between
MACOMB COUNTY ENVIRONMENTAL HEALTH ASSOCIATION
and
COUNTY OF MACOMB

In 1992, the Employer shall provide to all members of Macomb County Environmental Health Association, any percentage wage change negotiated between the Parties. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a gross percentage increase which exceeds that negotiated by Macomb County Environmental Health Association in 1992, the Employer shall provide an additional wage increase to the members so that Macomb County Environmental Health Association members receive a gross percentage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1, 1992.

FOR THE UNION:

Steph W. Ketchum
Margery Brown
Steven Aguinaga

FOR THE COUNTY:

William M. Jozak

DATED: 4-6-93

LETTER OF UNDERSTANDING
between
MACOMB COUNTY ENVIRONMENTAL HEALTH ASSOCIATION
and
COUNTY OF MACOMB

In 1993, and again in 1994, the Employer shall provide to all members of Macomb County Environmental Health Association, any percentage wage change negotiated pursuant to Article 21, Salary And Increment Schedule, Section B. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a percentage wage increase which exceeds that negotiated by Macomb County Environmental Health Association in 1993, and subsequently in 1994, the Employer shall provide an additional wage increase to the members of Macomb County Environmental Health Association so that Macomb County Environmental Health Association members receive a percentage wage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1 of each subsequent year.

FOR THE UNION:

[Signature]

Gregory Brown

Steven Agunwaga

FOR THE COUNTY:

[Signature]

DATED: 4-6-93