

AGREEMENT  
between  
THE 16TH JUDICIAL CIRCUIT COURT

and

TEAMSTERS LOCAL 214  
representing  
Circuit Court And Friend of the Court Employees

January 1, 2011  
through  
December 31, 2011

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AGREEMENT

This Agreement is entered into on the first day of January, 2011, between the 16th Judicial Circuit Court, hereinafter referred to as the Employer, and the Teamsters Local 214, hereinafter referred to as the Union.

ARTICLE 1

PURPOSE AND INTENT

- A. 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 Union.
- B. 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.
- C. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2

NON-DISCRIMINATION

The Parties agree that the provisions of this Agreement shall apply equally to all employees regardless of age, race, color, sex, creed, national origin or union affiliation.

ARTICLE 3

RECOGNITION

16TH JUDICIAL CIRCUIT COURT

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and conditions of employment for the term of this Agreement for all employees described in MERC case No. R90 E-157.

ARTICLE 4

NO STRIKE

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

ARTICLE 5

DEDUCTION OF DUES

Employees who are represented by the bargaining unit may authorize the Employer to pay their service fees or dues to the Union and to deduct the amount of the dues or service fees from the second pay of each month. Upon receipt of written authorization, the Employer shall make the deduction at the next pay period designated for this purpose. Dues and service fees shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the Union Treasurer in one payment. Members of the bargaining unit laid off shall have their dues or service fees automatically deducted upon return to employment with the Employer without signing another written authorization.

ARTICLE 6

AGENCY SHOP

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

- A. Service Fee: Present employees covered by this Agreement shall, as a condition of employment, either become members of the Union, or pay a service fee to the Union for the negotiation and administration of this contract on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of the Agreement.
- B. Employees hired, rehired, reinstated, demoted or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall, as a condition of continued employment, become members of the Union, or pay a service fee to the Union for the negotiation and administration of this contract on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.
- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues and assessments uniformly required of a member or a service fee shall be deemed to meet the conditions of this Article.
- D. Save Harmless: The Union will protect, defend, and save harmless the Employer and the County from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article 6, including but not limited to, costs of litigation, attorney fees and judgements, if any.

ARTICLE 7

REPRESENTATION

- A. The Union shall notify the Employer in writing of the names of the officers and stewards of the local.
- B. Stewards and Alternate Stewards: Employees in the bargaining unit may be represented by one steward on each shift. In the absence of the steward, an alternate may be appointed by the local President.

- C. Stewards shall be permitted a maximum of one (1) hour per day during their working hours, without loss of time or pay, for the purpose of investigating and presenting grievances to the Employer, provided a greater period of time may be permitted by authorization from his/her immediate department head or designee. Prior notice must be given to the immediate supervisor before leaving his/her work station.
- D. The Employer agrees to recognize union stewards based on the following:
  - 1. Friend of the Court: two (2) stewards
  - 2. Circuit Court: one (1) steward
- E. Bargaining Committee: The Bargaining Committee shall be comprised of the Union President or designee and no more than three (3) employee representatives, as follows:
  - 1. Friend of the Court: two (2) employee representatives
  - 2. Circuit Court: one (1) employee representative

The Parties agree that they will review the number of employee representatives if the number of represented employees significantly changes.

#### ARTICLE 8

#### GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within twenty (20) days after occurrence of alleged grievance. The Union may submit a class-action grievance provided it alleges the violation of a specific article or section which results would be the same for each employee involved in the grievance. Grievances must be presented as follows:
  - 1. STEP 1: VERBAL - IMMEDIATE SUPERVISOR: The employee shall first discuss a grievance with his/her immediate supervisor. A steward may be present at this meeting. The immediate supervisor shall give a verbal answer within five (5) days of such discussion.
  - 2. STEP 2: WRITTEN - DEPARTMENT HEAD: If the grievance is not settled at the verbal step, the Union, through its authorized representatives, shall reduce the grievance to writing and present it to the Department Head, within ten (10) days after the receipt of the verbal answer. A meeting shall be held between the Parties unless mutually waived in writing. Within ten (10) days after the completion of the meeting, or the waiver thereof, the Department Head shall give a written answer.
  - 3. STEP 3: DIRECTOR OF HUMAN RESOURCES: In the event such grievance is not satisfactorily adjusted in Step 2, such grievance may then be submitted by the Union to the Director of the Human Resources Department with a courtesy copy for the Department Head.

- a. The Director shall arrange a meeting between the local Union representative, the Grievant and the Employer, within twenty (20) days after receipt of said grievance.
  - b. The decision of the Director shall be given in writing on the grievance within ten (10) days after said meeting.
  - c. If the Union does not accept the decision of the Human Resources Director in Step 3, the Union may review the matter and within thirty (30) days of said Step 3 decision, the Union may submit the grievance to the Pre-Arbitration Appeal Board.
4. STEP 4: THE PRE-ARBITRATION APPEAL BOARD shall be composed of up to three (3) representatives of the Union and up to three (3) representatives of the Employer.
  - a. If the grievance is submitted for a Pre-Arbitration Appeal Board, the Union and the Employer shall prepare a record which shall consist of the original written grievance, all written answers to the grievance and all such other written records, as may be appropriate. These shall be forwarded to each side. The Union shall provide a written notice that the Employer's decision with respect to that grievance is not acceptable. The written notice shall contain the names of the Union members of the Pre-Arbitration Appeal Board. The Employer's designated representative shall, within five (5) days, give written notice to the Union of the names of the Employer members of the Pre-Arbitration Appeal Board.
  - b. The Parties shall arrange for a meeting or meetings to discuss the particular grievance. 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 Pre-Arbitration Appeal Board and become final. The Pre-Arbitration Appeal Board shall have thirty (30) days from the Pre-Arbitration Appeal Board's final meeting to make a final answer. If the members are unable to resolve the matter, the Pre-Arbitration Appeal Board shall sign a statement that it is unable to resolve the grievance and only the issues raised by the Parties during the grievance process may be used at the arbitration hearing.
5. STEP 5: ARBITRATION: If the grievance is not satisfactorily settled in the Pre-Arbitration hearing, the Union has thirty (30) days from the final answer in Pre-Arbitration to file for arbitration, by sending a letter to the Director of Human Resources. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.
  - a. Selection Of The Arbitrator: Within ten (10) days of the receipt of written demand for arbitration, the moving Party shall notify one of the arbitrators from the permanent roster of arbitrators who are listed in a Letter of Understanding which is attached to this Agreement. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.
  - b. The Parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time, to hear a case (extended period of time shall mean three (3) months or longer). The Parties may move to the next arbitrator listed.



- c. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
- d. Any arbitrator on the list may be removed from the list unilaterally by either Party during the life of the Agreement by written notice to the other Party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after receipt of such notice, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.

C. Authority Of The Arbitrator:

- 1. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
- 2. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment, except for grievances arising out of Article 17, B, Rates For New Jobs.
- 3. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an award or recommendation on the merits of the grievance.
- 4. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer and the County, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
- 5. The arbitrator shall be without power to award a retroactive pay adjustment in a like or analogous situation since the award is not a binding precedent.
- 6. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
- 7. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
- 8. The fees and approved expenses of an arbitrator will be paid by the losing Party. The arbitrator in his/her award shall designate the losing Party. In cases where there is no clear loser, the arbitrator shall so designate and the fees and expenses of the arbitrator shall be paid equally by the Parties.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.
2. 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 twenty (20) days from the date of withdrawal, the grievance shall not be reinstated.
3. Computation Of Back Wages: All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received, from any source during the period in question.
4. Time Of Appeals: Any grievance not appealed within the time specified in the particular step of the grievance procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.
5. Nothing contained herein shall be intended to abrogate an employee's right to discuss normal, customary administrative situations with his/her immediate supervisor. However, if the employee deems a situation sufficiently worthy as a basis of complaint, the procedure hereinbefore set forth shall be followed.
6. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.
7. Time limits may be extended or shortened by mutual written consent of the Parties.
8. All references to days as they pertain to the grievance procedure shall mean working days, i.e., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
9. Records, reports and other information pertaining to a grievance which are requested by the Union shall be made available for inspection and copying by the Union, provided the proper representative of the Union makes a request for the specific document referenced above.

ARTICLE 9

SPECIAL CONFERENCES

- A. Special Conferences mutually agreed upon, will be arranged between the Steward or designee, and the Human Resources Director or designated representative, for purposes of discussion of important matters, for example, Health and Safety issues. Such meetings shall be between at

least two (2) but no more than four (4) representatives of the Employer and at least two (2) but no more than four (4) representatives of the Union. Written arrangements for such Special Conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

- B. Special Conferences called to discuss disciplinary actions or measures shall freeze any and all time limits in the grievance procedure.

## ARTICLE 10

### UNION BULLETIN BOARDS

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

## ARTICLE 11

### DISCIPLINE AND DISCHARGE

- A. Discipline:
  - 1. Should circumstances warrant, an employee may be disciplined for just cause. Disciplinary actions or measures may include, but are not restricted to, the following: oral reprimand, written reprimand, suspension or discharge. The Employer subscribes to the general philosophy that the primary purpose of disciplinary action is to correct the employee's behavior or conduct, and that the disciplinary action procedure should be progressive in nature. However, the severity of any incident could result in loss of time and/or discharge.
  - 2. Employees in the bargaining unit shall be entitled to their right to representation at an interview or meeting that the employee reasonable believes could result in disciplinary action or discharge.
  - 3. Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Employees may be subject to disciplinary action for off duty conduct which has a nexus to their employment. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure or through the Special Conference provision as provided for in this Agreement.

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

B. Suspension And Discharge:

1. If the Employer feels there is just cause for suspension or discharge, the employee and his/her steward will be notified in writing that the employee has been so disciplined. Such notification shall contain the charge(s) against the employee. If an employee is suspended without pay for more than ten (10) days, or discharged, whenever possible the employee shall be allowed to meet with a steward before leaving the premises.
2. The Union shall have the sole right to take a suspension and/or discharge as a grievance at the third step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.

C. Records in Personnel Files:

1. Where written disciplinary action has been taken, a copy shall become part of the employee's personnel file.
2. Record of disciplinary actions shall remain in the employee's personnel file. If after two (2) years time there have been no further incidents of a similar nature, the employee may petition the Employer to remove the discipline from the personnel file. The Employer will grant or deny the petition at the Employer's discretion, within thirty (30) working days; such decision shall not be unreasonably withheld.
3. If there has been a similar incident within the two (2) year period the employee may not petition to have the discipline removed from their file.

ARTICLE 12

PROBATIONARY PERIOD

- A. Probationary Period For New Employees: There shall be a one hundred thirty (130) working day, actually worked, probationary period for all newly hired employees, during which time, said employees must serve on the job to determine their ability to perform duties assigned to them. Anytime during this period the Employer may dismiss the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement, as such recourse relates to the dismissal.

B. Probationary Period For Promoted Employees:

1. An employee with regular status promoted to a higher classification shall have a period of ninety (90) working days, actually worked, trial in the new position to prove that he/she has the ability to handle the requirements of the position. If he/she is not capable of fulfilling the requirements, he/she may be demoted to his/her previous classification without prejudice.
2. Upon a promotion, an employee will receive periodic evaluations, at reasonable intervals, during the probationary period. Probationary employees will be notified of these evaluations.

## ARTICLE 13

### SENIORITY

#### A. Seniority Is Defined As Follows:

1. Departmental seniority for employees in departments covered by the bargaining unit shall commence after an employee successfully completes his/her probationary period in such department. Upon successful completion of the probationary period, the employee's seniority will be retroactive to date of full-time departmental employment. This departmental seniority will continue so long as the employee remains within the same department. Employees promoted or transferred to a different classification within the department will retain their departmental seniority date, after completion of a trial or probationary period.

a. Departmental seniority will prevail for purposes of selection of annual leave and overtime preference, bumping rights, layoff and recall rights within the department, except where provided otherwise in this Agreement.

b. Department shall be defined as follows:

Friend of the Court = one (1) Department

Circuit Court Administration = one (1) Department

2. County Seniority: Date of entry into County employment less any time on leave of absence without pay will provide a seniority date that will prevail for purposes of accumulation and/or eligibility of the following: annual leave, sick leave, longevity, retirement and similar fringe benefits to which the Parties may agree. Leave of absence without pay will necessitate the adjustment of the County seniority date and the subsequent accumulation of benefits.

B. Any employees with the same seniority date requiring the need of determination by seniority, shall be decided by the flip of a coin while both employees are present.

C. Seniority Lists: The Employer will furnish to the Union and shall post a seniority list once each year, during the month of July. This list will show the employee's name, department, classification, departmental seniority and entry into employment date. The Union will be notified quarterly of any changes to the list.

D. The Employer will provide information to show additions and/or deletions of employees in classifications reflected in the Agreement between the Parties.

E. Loss Of Seniority: An employee shall forfeit seniority rights for the following reasons:

1. He/she resigns or terminates his/her employment with the Employer.

2. He/she is dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the Parties.

3. He/she is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and

his/her employment has been terminated. In proper cases exceptions shall be made by the Employer. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

4. He/she retires.
  5. If the employee, except for participants in the Deferred Retirement Option Program, 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. Failure to return from sick leave and leaves of absence will be treated the same as E.3 above.
- F. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.

#### ARTICLE 14

##### REGULAR WORK SCHEDULE

- A. The regularly scheduled work day shall consist of seven and one-half (7.5) hours per day, five (5) days per week. There shall be a one-hour unpaid meal period.
- B. For all employees of the bargaining unit, there shall be two (2) paid fifteen (15) minute rest periods, one during the first half of the shift and one during the second half of the shift.

#### ARTICLE 15

##### EMPLOYEES

- A. Regular Employee Defined: One who is hired on a regular basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked at least six (6) consecutive months, provided, such status as a regular employee shall continue so long as the foregoing minimum standard is complied with.
- B. A regular full-time employee who does not receive pay for an average of thirty (30) hours per week for six (6) consecutive months is no longer a regular full-time employee for all purposes of the Collective Bargaining Agreement, except for the Workers Compensation and Leave of Absence Articles.

#### ARTICLE 16

##### OVERTIME

- A. Call-In: An employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one-half (1 1/2) and such employee shall perform a minimum of four (4) hours work within his/her classification.

Any authorized paid leave shall be considered as work time for purpose of this Article.

- B. Overtime Pay (7 1/2 Hour Per Day Employees): Overtime work scheduled and authorized by the Department Head shall be paid at the rate of time and one-half (1 1/2) for work in excess of seven and one-half (7 1/2) hours per day or in case of emergency at times other than the normal scheduled shift, provided such overtime work is scheduled and authorized by the Department Head.
- C. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

ARTICLE 17

PROCEDURE FOR RECLASSIFICATION

- A. If in the opinion of an employee, he/she is regularly working out of his/her classification and/or, the duties and responsibilities have evolved to a state that the classification that the employee currently holds is not reflective of the current job duties, then the employee may apply for a reclassification as follows:
  - 1. The employee shall make a request for reclassification, in writing to the Chief Judge or his/her designee with copies to the Union and to the Human Resources Department. Contained in the written request must be the following:

The current classification that the employee holds, and the classification to which the employee feels he/she is entitled. All supporting documents and reasons as to why the employee feels that the new classification is warranted.
  - 2. Upon receipt of the request and subsequent investigation by the Human Resources Department, a meeting shall be scheduled within forty-five (45) working days. Present at this meeting shall be representatives from the Union, the employee requesting the reclassification, the Chief Judge and/or his/her designee, and representative from Human Resources. Within forty-five (45) working days of the aforementioned meeting, the Human Resources Director will state in conjunction with the Chief Judge or his/her designee, the recommendation in writing to the employee and to the Union. There shall be no appeal to the Grievance Procedure.
- B. When a new job is created in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree with the rate structure established by the Employer, the Union shall have the right to submit the matter to the Grievance Procedure at the Second Step.

ARTICLE 18

PROCEDURE FOR CHANGES IN CLASSIFICATION

Classification Change: Any change of classification of an employee must first be approved by the Chairman of the Board of Commissioners, the Chairman of the Budget Committee, the Finance Director, the Human Resources Director and the head of the particular department. Before approval is granted, a written statement is to be filed by the Department Head with the Finance Director and the Union explaining the reason for the change and an explanation of the work to be performed by the employee. In addition to the above, a written test may be required if it is deemed necessary.

ARTICLE 19

PROMOTIONS

- A. Promotions to a higher classification shall be based on qualifications, as determined by the Employer. If qualifications are determined to be equal, seniority shall then be given first consideration.
- B. The Employer shall post all bargaining unit position openings which are to be filled on the Union Bulletin Board in the affected department. Notice of said position openings shall also be sent to the Union Steward. Postings shall be made for ten (10) working days for all but entry-level openings. Entry-level openings shall be posted for five (5) working days. Posting periods may be shortened or eliminated by agreement of the Union Steward.
- C. The notice of the position shall include such information as the classification, the department in which the opening exists, a general description of the duties to be performed and the name of the Employer contact person in the department where the position opening exists.
- D. Employees who are interested in applying for the opening shall give written notification to the contact person mentioned in the posting. Such notice must be received by the contact person no later than the end of the aforementioned ten (10) working day posting period.
- E. If any written tests are required for the position opening, employees interested in applying for such opening must have a passing score on file in the Human Resources Department prior to the ending of the posting period.
- F. Upon promotion, an employee will be placed at the minimum step of the new classification's Pay Grade or the closest increment step of the new classification's Pay Grade that will reflect a pay increase, whichever is greater.

Eligibility for the next increment adjustment, if any, will be six months after the promotion takes effect.

ARTICLE 20

LAYOFF

- A. Layoff means a reduction in the work force.
- B. If a layoff becomes necessary the following procedures will be mandatory:
  - 1. Layoffs, as required, shall be made within the affected classifications in the affected department.
  - 2. Such reduction will be made in the first instance, by terminating probationary employees in the affected classification.
  - 3. If a further reduction in the force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected classification in the affected departments, i.e., last hired, first person laid off.



4. When an employee is laid off, due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace an employee with less seniority in an equal or lower job classification in the affected department only. Any such bumping in this provision shall be done under the following conditions:
    - a. He/she shall have seniority as required and as defined in the paragraph "Department Seniority Defined", of this Agreement.
    - b. Current ability to do the available work, meet the qualification and perform the duties of the job without a trial or training period.
    - c. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff.
    - d. Failure of the affected employee to exercise such "bumping rights" at the time of layoff, will result in forfeiture of "bumping right" during the term of such layoff.
  5. After an employee has exhausted all other bumping rights as outlined in this Article, he or she will be offered one opportunity to bump the employee with the lowest bargaining unit seniority, provided said employee has worked in the department for which the bump may occur for a minimum of one year and meets the provisions of Article 20 B.4. or accept layoff. The employee bumped under this provision shall be laid off.
- C. Employees in classifications covered by this Agreement who are laid off from their regular employment as a result of a reduction in force, will be given opportunity for interview for hire into a like classification only, for which they qualify, when opportunity for such hire occurs in departments as listed in the Agreement between the Parties. Like classification is hereby defined as a classification in which the employee was employed at time of layoff, or a classification for which said employee is qualified by virtue of previous clerical test results.
  - D. Employees so selected will then have seniority in the new department in accordance with provisions of "Seniority Defined", as outlined in the Agreement between the Parties. Such employees shall serve a thirty (30) day trial period, during which time the Employer may terminate the employee. Such termination by the Employer will not affect the former layoff or seniority status of the employee.
  - E. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off, on the same date the notices are issued to the employees.

#### ARTICLE 21

##### RECALL

- A. When the working force is increased after a layoff, employees will be recalled according to seniority as listed under "Seniority Defined" herein. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her Personnel File located in the Human Resources Department, by Certified Mail. If the affected employee fails to report for work within (10) days from the date of mailing of notice of recall, it shall be considered that he/she has voluntarily quit. Extension will be granted solely by the Employer, in proper cases.

- B. Recall rights for laid off employees will be limited to a period of one year or length of departmental seniority, as described in "Seniority Defined" whichever is longer and except for employees hired on or after January 1, 1983, who upon layoff shall have recall rights limited to length of seniority, but in no event to exceed a period of eighteen months following date of such layoff. Upon expiration of either period, whichever is applicable, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.
- C. Recall rights of affected employees covered by this Section will be limited to the following:
  - 1. Employees who are selected for employment in a new department will, should subsequent layoff occur in that department, have an option of retaining recall rights within their previous classification in accordance with Recall Procedure as outlined in the Agreement between the Parties.
  - 2. If the employee does not exercise the option outlined in 1 above, such employee shall be deemed to have chosen to retain recall rights in the department from which they were last laid off.
  - 3. Exercise of either option, 1 or 2, shall be chosen in writing at the time of subsequent layoff in the new department and will become a part of the employee's Personnel File. A copy of such written option will be given to the Local Union President.

#### ARTICLE 22

##### TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

A regular employee temporarily assigned to a higher classification for a period in excess of five (5) continuous working days will receive the minimum rate of the higher classification or one (1) increment added to his/her current salary, whichever is greater. In the situation where the temporary assignment exceeds six months (limited to a situation where the temporarily assigned employee replaces an employee on a leave of absence), increments shall continue to be paid every six (6) months until the maximum salary for the temporary assignment is reached. Such temporary assignment must be authorized in writing by the Department Head before salary adjustment is made.

#### ARTICLE 23

##### SICK LEAVE

- A. Every full-time employee, except for participants in the Deferred Retirement Option Program, 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. For sick leave usage only, the unused sick leave accumulation maximum that an employee can earn will be one hundred eighty (180) work days.  
  
For accumulated sick leave payoff purposes, as provided in Article 24, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will cap at one hundred twenty-five (125) work days.
- C. An employee may utilize his/her earned 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 fifteen (15) 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. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal Business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible, and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate, of the adequacy of the reason for absence during the time for which sick leave is granted.
- F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick leave shall not accrue during a Leave Of Absence Without Pay; provided, however, that sick leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided, such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
- H. A non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use Sick Leave until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.
- J. Employees participating in the Drop Program shall not be subject to Article 23, Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP program.
  2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.

3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph J.1., employees may utilize that Sick Leave, accrued pursuant to Sections 23.A. and 23.B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to Article 24, Accumulated Sick Leave Payoff, at the time the employees DROP participation begins.
4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section J.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

#### ARTICLE 24

##### ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under the 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. 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: 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.
- D. DROP Participants: At the conclusion of the employee's participation in the DROP Program, there shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

#### ARTICLE 25

##### BEREAVEMENT LEAVE

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

- A. A regular full-time employee will be granted three (3) days off with pay due to a death in the employee's immediate family. The term immediate family shall mean: mother, father, current spouse, children, brother, sister and grandchildren.
- B. A regular full-time employee will be granted one (1) day off with pay for the death of one of the following: mother-in-law and father-in-law. Upon request, an employee may use two (2) additional bereavement leave days for the death of a relative listed in this paragraph B. These two (2) additional bereavement leave days will be charged against the employee's Sick Leave bank, if a bank is available.

- C. A regular full-time employee will be granted up to three (3) bereavement leave days for the death of one of the following: grandparents, nephews, nieces, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the employee; it shall also mean grandparents, nephews, nieces of the employee's current spouse. Bereavement leave days used in this Section C. shall be charged against the employee's Sick Leave bank, if a bank is available.

ARTICLE 26

ANNUAL LEAVE (VACATION)

- A. Full time employees, except for participants in the Deferred Retirement Option Program, shall be entitled to earn Annual Leave (Vacation) time 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>
less than 5	.38	10 days
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

- B. Annual Leave days may be accumulated to a maximum of thirty (30) work days.
- C. Annual Leave days cannot be used by an employee until he/she has been on the payroll for thirteen (13) completed continuous pay periods.
- D. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued annual leave at the rate of pay said employee received at the time of termination.
- E. County of Macomb employees who have been in the Armed Services of the United States under military duty from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military duty, be given an annual leave bank at the rate of one (1) day for each month or part thereof spent in the Armed Service. Such Annual Leave shall not exceed two (2) weeks in any single year or accumulated total of twenty-four (24) days.
- F. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- G. Annual leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- H. Split annual leaves may be granted only when due and proper notification has been given to the Department Head and with his/her approval.
- I. 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.

- J. The Employer shall make available annual leave schedules and request employees to turn in their annual leave preferences by April 1st of each year during the term of the Agreement, and annual leaves shall be scheduled in accordance with seniority, with the most senior employee having the first preference on annual leave, all in keeping with the needs of the Department and shift staffing requirements. Requests for annual leave time received after April 1st of each year shall be honored in the order received, subject to availability of requested dates, as determined by the Department staffing needs, without regard to seniority. The annual leave schedule, as prepared in conformance with this Section, shall be made available for examination, as soon after April 1st as possible, and shall be updated on a continual basis.
- K. When a holiday falls and is observed within an employee's scheduled annual leave period, the annual leave may be extended one or more days, or portion of a day, as applicable, continuous with the annual leave, with the approval of the Department Head. Holidays referred to are as specified in the holiday benefit provision in the Agreement between the Parties.
- L. ANNUAL LEAVE FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B. and D. of Article 26, above, and shall receive annual leave in the following manner:
1. DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of annual leave equal to the number of hours of annual leave accumulated in the calendar year immediately preceding the commencement of DROP participation.
  2. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of annual leave for the balance of the calendar year computed in the same manner as paragraph L.1., above.
  3. Annual Leave not utilized by an employee by December 31st of a calendar year shall be forfeited.
  4. There shall be no compensation for annual leave time remaining in an employee's annual leave bank upon separation from employment.
  5. DROP participants who utilize annual leave in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all annual leave time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability.

## ARTICLE 27

### INSURANCE BENEFITS

- A. Life Insurance:
1. Active Employees (including DROP Participants):
    - a. The Life Insurance provided by the Employer is \$11,500 death benefit and \$4,000 additional accidental death and/or dismemberment benefit.

- b. The Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit life insurance. The amount of coverage shall be equal to 1, 2, 3, 4 or 5 times the employee's annual salary (rounded to the nearest thousand dollars) and based on the Employer's and the individual's combined level of coverage. The amount of life insurance shall be computed by using the employee's annual base salary as of January 1st of each year of this Agreement. Rates and conditions shall be subject to those established by the insurance carrier.
  - c. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
2. Retirees: The Employer will provide a death benefit, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

1. Active Employees (including DROP Participants): The Employer shall provide fully-paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence and Health Maintenance Organization (HMO) coverage or its substantial equivalence to all regular employees and their eligible family members, including prescription drug coverage, as outlined in Appendix A.

Employees who have a spouse employed with Macomb County, will be entitled to one insurance plan for both employees and all dependants. Such employee shall not be eligible for the benefit listed in section B.1.b.

Effective as soon as possible after ratification, employees will no longer be eligible for Traditional Blue Cross Blue Shield coverage.

- a. 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.

Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid insurance coverage as soon as administratively possible after the date of his/her return to work.

- b. Each employee who elects not to participate in any Employer-sponsored health care plan and who has coverage provided by another employer, shall be paid \$1,500 annually. Pro-rated payments up to \$750 will be made semi-annually to each employee who has not been enrolled in any Employer-sponsored health care program.

Employees shall be required to show proof annually of coverage from another employer that includes the employee before said employee will be declared eligible to receive payment in lieu of coverage.

Employees, whose spouse's or parents' health care plans cease to cover the employee, shall be allowed to enroll in an Employer-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 an Employer-sponsored plan as soon as administratively possible and the payments in lieu of coverage shall cease as soon as administratively possible.

2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the employee and the employee's spouse, after eight (8) years of actual service with the Employer, 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:

For all employees hired on or after January 1, 2006, the Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the employee and the employee's spouse, after fifteen (15) years of actual service with the Employer, 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:

For all employees hired on or after July 24, 2009, the Employer will provide fully paid Blue Cross Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence for the employee's spouse, after twenty (20) years of service with the Employer, 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:

Effective on or after July 24, 2009, an employee who retires after fifteen (15) years of service and before twenty (20) years of service with the Employer, will be provided the option of paying for spousal health care under the County group health plan at the time the employee becomes eligible for health care coverage.

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement or DROP. 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. Preferred Rx Managed Prescription Drug Program: An eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug Program. Coverage is 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) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00.
  - (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross/Blue Shield Preferred Rx provider by mail-order, will be \$2.00.



Effective January 1, 2006, an eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by a Blue Cross/Blue Shield health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program. Coverage is 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) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00.
  - (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross/Blue Shield Preferred Rx provider by mail-order, will be \$5.00.
  - (4) Mandatory Mail-Order for Maintenance Drugs.
- c. Retired employees and/or their current spouse, shall apply and participate in the Medicare Program, if eligible, 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.
- d. 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.
- e. 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.
- f. The Employer shall offer retirees the option of selecting the "Preferred Provider Organization" program.
- g. Each retiree who is eligible for hospital medical insurance and elects not to participate in any Employer-sponsored health care plan and who has coverage provided by another employer, shall be paid \$1,500 annually. Pro-rated payments up to \$750 will be made semi-annually to each retiree who has not been on any Employer-sponsored health care program.

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 \$1,500 annual payment.

Retirees whose spouse's health care plans cease to cover the retiree, shall be allowed to enroll in an Employer-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 an Employer-sponsored plan immediately, subject to the appropriate health insurance carrier's implementation.

C. Health Maintenance Organization (see Appendix A):

1. Active Employees (including DROP Participants): 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.

Employees who have a spouse employed with Macomb County, will be entitled to one insurance plan for both employees and all dependants. Such employee shall not be eligible for the benefit listed in section B.1.b.

2. 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.

Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid insurance coverage as soon as administratively possible after the date of his/her return to work.

3. Retirees: 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 Employer's annual open enrollment period.

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

1. Employees (including DROP Participants) covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$1,000.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.

2. Waiting Period: Employees who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid dental insurance coverage as soon as administratively possible after the date of his/her return to work.

- E. Optical Program: An Optical Insurance Program will provide the following:
1. Employees (including DROP Participants) 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.
- Any regular employee laid off and subsequently returned to work, will be eligible for employer-paid optical insurance coverage as soon as administratively possible after the date of his/her return to work.
- F. Liability Insurance: The County shall provide for each regular employee (including DROP Participant) 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 conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- G. Long Term Disability: Employees (including DROP Participants) 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.
- I. The Employer will provide a payroll deduction option for employees (including DROP Participants) wishing to purchase Short Term Disability Insurance that may be provided by the Union.

The Union agrees that it will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability, in any manner or fashion related to said short term disability insurance, including but not limited to, the existence of coverage, the extent of coverage, the qualification for benefits and any other issue with the exception of proper Employer compliance with the written payroll deduction authorization of the employee.

## ARTICLE 28

### WORKER'S COMPENSATION DISABILITY

An employee who has incurred bodily injury or illness arising out of and in the course of actual performance of duty in the service of the Employer, which bodily injury totally incapacitates such employee from performing any available 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 file a report in writing relating to such injury with his/her Department Head on the day such injury occurs, or, if physically unable to do so because of the nature of such injury, then a physician's report in writing relating to such injury shall be filed with such Department Head within one week from the date of injury. The report shall be made upon the form furnished by the County of Macomb.
- 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 Employer 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 15, Employees. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
- H. Disability compensation shall be made to an employee in the following manner and upon the following basis:
  - 1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
  - 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the Employer 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 Employer supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The Employer's 2/3rds pay supplemental 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 Employer. The Employer will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 35, 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 Employee's Retirement Ordinance relative to total and permanent disability provided for therein.

#### ARTICLE 29

##### MILEAGE

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

#### ARTICLE 30

##### 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 Human Resources Director; provided such approved Leave of Absence Without Pay shall not be considered in the computation of years of service for longevity compensation.

4. 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 shall be prorated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, shall receive a proration of longevity payments regardless of date of retirement or death, as stated in the following provision of 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 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 prorated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in the immediate family, education and personal reason will be required to return to active employment from said leave to qualify for a prorated longevity payment.
- E. Military duty 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 added to the regular payroll check, when due, for eligible employees. It 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. 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.
- H. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. 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.
- I. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section D., above. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section H., above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section C., above).

ARTICLE 31

HOLIDAYS, PAID

- A. The designated holidays are:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
One-half (1/2) day Good Friday	Labor Day
Independence Day	Veteran's Day
Columbus Day	Thanksgiving Day
The day AFTER Thanksgiving	December 24th
Christmas Day	December 31st
Floating Holiday	and, General Election Day in EVEN number 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 with pay for the entire day 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.
7. Effective December 13, 2001, new Hires will not be eligible to utilize the Floating Holiday during his/her first six (6) months of employment.

Effective upon ratification of this Agreement, an employee must work one (1) year before becoming eligible to use the Floating Holiday.

#### ARTICLE 32

#### SALARY SCHEDULE

The Salary Schedule is attached to and is a part of this Agreement.

#### ARTICLE 33

#### NEW EMPLOYEES - SALARY INCREMENTS

- A. New Employees: A new employee is to be started at the minimum salary based upon the applicable hourly rate, designated for the position to be used; provided, however, upon consultation between the Department Head and the Finance Director, the employee, if he or she has had previous experience in work similar to the type of work to be performed for the County, may be given credit for one-half (1/2) of such experience and the minimum salary may be increased on the basis of increments allowed if said employee had been employed by the County. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Department Head is desirous of allowing a greater starting salary than set forth above, it must be approved by the Chairman of the Board of Commissioners, Chairman of the Budget Committee, the Finance Director and the Human Resources Director.
- B. Salary Increments: After employment, each employee will be entitled to one normal increment after each thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Department Head before becoming effective, providing any disapproval of an increment by a Department Head shall be set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Human Resources Director.

#### ARTICLE 34

#### JURY DUTY

In the event an employee is called for jury duty, the employee shall promptly provide a copy of the official notice to his/her immediate supervisor and the employee shall be released to serve. The employee's schedule may be adjusted by the Employer, provided, however, no employee shall be required to work any number of hours, when added to the number of hours the person spends on jury duty, that exceeds the number of hours normally and customarily worked by the person during a workday.



Should any employee be released from jury duty prior to the end of a workday, the employee shall, when practicable, return to the department and work until the conclusion of that day's shift.

The employee shall be paid his/her normal daily wage for each day worked and/or assigned to jury duty. The employee shall pay to the Employer an amount equal to any payment received as a result of jury duty service. The employee may retain expenses provided to jurors as a result of jury duty service, such as mileage, parking or meal expenses.

## ARTICLE 35

### RETIREMENT SYSTEM

A. Retirement Benefits: 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 employee's contributions will be furnished to the employees.

B. Employee Contribution: For any employee hired on or before December 31, 2001 or who is vested as of July 24, 2009, the employee's contribution to the retirement system is three and five tenths percent (3.5%) of his/her compensation

Effective as soon as possible after July 24, 2009, for employees hired on or after January 1, 2002 the employee's contribution to the retirement system is two and five tenths percent (2.5%) of his/her compensation.

C. County Pension Maximum: For any employee hired on or before December 31, 2001 or who is vested as of July 24, 2009, the County pension shall not exceed sixty-five percent (65%) of an employee's final average compensation.

For employees hired on or after January 1, 2002, the County pension shall not exceed sixty-six percent (66%) of an employee's final average compensation.

D. Pension Multiplier: For any employee hired on or before December 31, 2001 or who is vested as of July 24, 2009, the pension multiplier is two and four tenths percent (2.4%) for the first twenty-six (26) years of credited service and one percent (1%) for each year of credited service thereafter.

For employees hired on or after January 1, 2002, the pension multiplier is two and two tenths percent (2.2%) for all years of service.

E. Final Average Compensation Formula: For any employee hired on or before December 31, 2001 or who is vested as of July 24, 2009, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's four (4) highest consecutive years of compensation out of the last ten (10) years of service.

For employees hired on or after January 1, 2002, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's five (5) highest consecutive years of compensation out of the last ten (10) years of service.

- F. Pension Calculation: For any employee hired on or before December 31, 2001 or who is vested as of July 24, 2009, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.4% of the employee's final average compensation for the first twenty-six (26) years of service and one percent (1%) for each year of service thereafter.

For employees hired after January 1, 2002, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.2% of the employee's final average compensation for all years of service.

- G. Eligibility: Any member hired on or before December 31, 2001 or who is vested as of July 24, 2009, who meets the following criteria may retire upon his/her written application filed with the Retirement Commission:

1. Attained age 60 years and has 8 or more years of credited service; or
2. Attained the age of 50 with at least 8 years of credited service, if the employee's age, when added to the employee's years of credited service, equal the sum of 70 or more.

For employees hired on or after January 1, 2002, any member who meets the following criteria may retire upon his/her written application filed with the Retirement Commission:

1. Attained age 60 years and has 8 or more years of actual service; or
2. Attained the age of 55 with 25 years of actual service.

Upon his/her retirement, the employee shall receive a retirement allowance as provided in Section 22 of the Retirement Ordinance.

- H. Retroactive Effect: Notwithstanding the provisions of Section 2 (11) and 2 (12) of the Macomb County Employees' Retirement System Ordinance, when an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were earned, not when they were received by the employee.

- I. Annuity Withdrawal: Members of the Macomb County Employees' Retirement System may elect to take an Annuity Withdrawal. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation, or, if such a rate is unavailable, by the Macomb County Employees' Retirement System Ordinance for such annuity withdrawals.

- J. Purchase of Military Service Credits: A member who wishes to purchase military service credits as provided in Section 20 of the Macomb County Employees' Retirement Ordinance shall be allowed to purchase said credits through payroll deduction. A member who chooses the payroll deduction option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchased, the member will have two years to use the payroll deduction option).

If a member chooses the payroll deduction option, the cost of such credit shall be computed as provided in Section 20 of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

- K. Option D: A retirant shall have the option of selecting survivor's benefits in conjunction with the retirement option described in Section 26(a) of the Macomb County Employees' Retirement Ordinance commonly known as "Option D - Level Income Option". Said survivor's benefits shall correspond to those benefits known as Option A - 100% Survivor Allowance, Option B -50% Survivor Allowance and Option C - Allowance For 10 Years Certain and Life Thereafter, as described in Section 26 of said Ordinance.
  
- L. Pop Up Option: A retirant may elect this option in combination with Option A or B of Section 26 of the Ordinance. 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.
  
- M. Deferred Retirement Allowance Option: In the event a bargaining unit member, who has eight or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.

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

- N. Non-Duty Death Before Retirement, Beneficiary Nominated: Any bargaining unit member who continues in county employment on or after the date he either 1) has acquired 25 years of credited service, or 2) has attained age 60 years and has eight or more years of credited service, may at any time prior to the effective date of his retirement elect Option A provided in Section 26 of the Macomb County Employees' Retirement System Ordinance in the same manner as if he were then retiring from county employment, and nominate a beneficiary whom the retirement commission finds to be dependent upon the said member for at least 50 percent of his support due to lack of financial means. Prior to the effective date of his retirement a member may revoke

his said election of Option A and nomination of beneficiary and he may again elect the said Option A and nominate a beneficiary as provided in this section. Upon the death of a member who has an Option A election in force his beneficiary, if living, shall immediately receive a retirement allowance computed in the same manner in all respects as if the said member had retired the day preceding the date of his death, notwithstanding that he might not have attained age 60 years. If a member has an Option A election in force at the time of his retirement his said election of Option A and nomination of beneficiary shall thereafter continue in force; provided, that prior to the effective date of his retirement he shall have the right to elect to receive his retirement allowance as a straight life retirement allowance or under Option B provided in Section 26 of the Ordinance. No retirement allowance shall be paid under this section on account of the death of a member if any benefits are paid or will become payable under Section 35 of the Ordinance on account of his death.

- O. Non-Duty Death Retirement Allowance, Automatic Provisions: Any bargaining unit member who continues in the employ of the County for more than ten 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.
- P. Drop Program: The Memorandum of Understanding regarding the Deferred Retirement Option Plan (DROP) is attached to and is incorporated by reference as part of this Agreement.

#### ARTICLE 36

##### COST-OF-LIVING-ALLOWANCE

- A. A cost-of-living-allowance (COLA) of twenty cents (\$.20) per hour will be paid for each credited payroll hour paid.
- B. Payments will be made quarterly, by separate check, no later than thirty-five (35) days following the last day of the previous quarter of a year.
- C. Effective for the quarter beginning January 1, 2006, cost-of-living-allowance (COLA) will be eliminated and \$.20 per hour will be added to and made a part of the maximum salary of all classifications.

#### ARTICLE 37

##### INCLEMENT WEATHER POLICY

If an inclement weather day is declared, compensation will be provided to full-time employees, only, who are unable to report for work as follows:

- A. An employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- B. The employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available.

- C. A full-time employee who is ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Day that would normally accrue to him/her 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 38

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, childbirth, or related medical condition).
  - 2. Illness/injury in immediate family
  - 3. Education
  - 4. Personal reason (Personal reason includes the birth of a child, to care for a newborn, the adoption of a child or the placement of a child in foster care).
- B. General Provisions:
  - 1. Leave of absence may be with pay or without pay.
  - 2. An employee absent from work for more than five (5) consecutive 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:

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

5. Duration of Leaves of Absence:

- a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions of up to six (6) months granted:
  - Personal illness/injury
  - Education
- b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.

6. The Department Head and the Director of Human Resources 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, including the anticipated date of return to work
  - (3) Physician's name, signature, 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 the essential functions of the job with or without reasonable accommodation. 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 spouse. It shall also include any person who is normally a member of the employee's household. 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. 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 39

##### NOTICE OF MILITARY SERVICE

The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Department Head or designee of the upcoming military service requirements.

Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services and/or current policy as approved by the Board of Commissioners.

ARTICLE 40

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 experience 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 Section A above, shall have the right to hire, promote, assign, transfer, discipline up to and including discharge, layoff and recall; to establish schedules of work for employees, to establish fair and reasonable 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 otherwise, all matters not specifically and expressly covered by the provisions of Section B of this Article, except as otherwise provided in this Agreement.

ARTICLE 41

REIMBURSEMENT ACCOUNT PROGRAM

The Employer shall offer a pre-tax Reimbursement Account Program, as authorized by Section 125 of the Internal Revenue Service Code. The Reimbursement Account Program shall be limited to the Health Care and Dependent Care provisions of the IRS Code. Employees shall have the option of participating in the Health Care and/or Dependent Care program.

ARTICLE 42

TERMINATION OR MODIFICATION

- A. This Agreement shall be and continue in full force and effect until December 31, 2011.
- B. If either Party desires to terminate this Agreement it shall, no later than 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 no later than one hundred twenty (120) days prior to the current year's termination date.



- C. If either Party desires to modify or change this Agreement, it shall, no later than 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 or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed to Teamsters Local 214, 2825 Trumbull Avenue, Detroit, 48216, or, if to the Employer, addressed to the Director, Human Resources, Macomb County Building, Mt. Clemens, Michigan 48043, or to any such address as the Union or the Employer may make available to each other.
- E. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.
- F. The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County Official from fulfilling or carrying out the Statutory or Constitutional duties of his or her office.

IN WITNESS WHEREOF, the County of Macomb and the 16TH JUDICIAL CIRCUIT COURT, by its Human Resources Director, and representatives of Teamsters Local 214, on behalf of its represented employees, hereby cause this Agreement to be executed.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

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

**Appendix A - Insurance Benefits Plan Designs**

# Community Blue<sup>SM</sup> PPO Plan 3

## Benefits-at-a-Glance – Macomb County Proposal 2008



This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

**In-network**

**Out-of-network**

**Deductible, copays and dollar maximums**

**Note:** Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a “low access area” by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider’s charge.

<b>Deductible</b>	\$250 for one member, \$500 for the family per calendar year <b>Note: Deductible waived if service is performed in a PPO physician’s office.</b>	\$500 for one member, \$1,000 for the family per calendar year <b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b> • Fixed dollar copays  • Percent copays	\$25 for office visits and \$100 for emergency room visits	\$100 for emergency room visits
	20% for general services, <b>waived if service is performed in a PPO physician’s office</b> , and 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay dollar maximums</b> • Fixed dollar copays • Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	\$1,000 for one member, \$2,000 for two or more members per calendar year	\$3,000 for one member, \$6,000 for two or more members per calendar year <b>Note:</b> Out-of-network copays also apply toward the in-network maximum.
<b>Dollar maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted for individual services	

**Preventive care services** – \*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered

**Mammography**

Mammography screening	Covered – 80% after deductible	Covered – 60% after deductible
	One per calendar year, no age restrictions	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.



	In-network	Out-of-network
<b>Physician office services</b>		
Office visits	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 80% after deductible	Covered – 60% after deductible, must be medically necessary
Office consultations	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary
Urgent care visits	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary
<b>Emergency medical care</b>		
Hospital emergency room	Covered – \$100 copay, waived if admitted or for an accidental injury	Covered – \$100 copay, waived if admitted or for an accidental injury
Ambulance services – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
<b>Diagnostic services</b>		
Laboratory and pathology services	Covered – 80% after deductible	Covered – 60% after deductible
Diagnostic tests and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
Therapeutic radiology	Covered – 80% after deductible	Covered – 60% after deductible
<b>Maternity services provided by a physician</b>		
Prenatal and postnatal care	Covered – 100%	Covered – 60% after deductible Includes care provided by a certified nurse midwife
Delivery and nursery care	Covered – 80% after deductible	Covered – 60% after deductible Includes delivery provided by a certified nurse midwife
<b>Hospital care</b>		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 80% after deductible	Covered – 60% after deductible Unlimited days
Inpatient consultations	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible
<b>Alternatives to hospital care</b>		
Skilled nursing care	Covered – 80% after deductible	Covered – 80% after deductible Up to 120 days per calendar year
Hospice care	Covered – 100%	Covered – 100% Limited to dollar maximum that is reviewed and adjusted periodically
Home health care – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
Home infusion therapy – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
<b>Surgical services</b>		
Surgery – includes related surgical services	Covered – 80% after deductible	Covered – 60% after deductible
Presurgical consultations	Covered – 100%	Covered – 60% after deductible
Colonoscopy	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary sterilization	Covered – 80% after deductible	Covered – 60% after deductible
<b>Human organ transplants</b>		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b> Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 80% after deductible	Covered – 60% after deductible
Specified oncology clinical trials	Covered – 80% after deductible	Covered – 60% after deductible
Kidney, cornea and skin	Covered – 80% after deductible	Covered – 60% after deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.



**In-network**

**Out-of-network**

**Mental health care and substance abuse treatment**

Inpatient mental health care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 50% after deductible	Covered – 50% after deductible
	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount that is adjusted annually	

**Other covered services**

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible	Covered – 60% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic spinal manipulation	Covered – 100%	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 80% after deductible	Covered – 80% after deductible
Prosthetic and orthotic appliances	Covered – 80% after deductible	Covered – 80% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	Not covered	Not covered

**Optional riders**

Mammography screening	MOD: Covered – 100%
Allergy testing and therapy	MOD: Covered – 100% after \$10 co-pay
Chiropractic spinal manipulation	MOD: Covered – 100% after \$10 co-pay
Prescription drugs	MOD: \$5 Generic / \$25 Formulary / \$50 Non-Formulary
Prescription drugs – Mail Order	MOD: 2 times retail \$10 Generic / \$50 Formulary / \$100 Non-Formulary
Contraceptive Injections	CI
Prescription Contraceptive Devices	PCD
Prescription Contraceptives Medications	PD-CM
Exclusion of benefit for voluntary abortion	XVA

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

**Appendix A - Insurance Benefits Plan Designs**

**County of Macomb Plan Option - HAP**

Benefit	Employer Proposal
Office Visit Primary Physician	\$20
Office Visit Specialist	\$30
Emergency Room Care	\$150
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$15
Formulary	\$30
Non-formulary	\$50
Mail-Order	2X

**County of Macomb Plan Option - BCN**

Benefit	Employer Proposal
Office Visit Primary Physician	\$20
Office Visit Specialist	\$30
Emergency Room Care	\$100
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$10
Formulary	\$25
Non-formulary	\$50
Mail-Order	2X

**SALARY SCHEDULE**

**EFFECTIVE: JANUARY 1, 2011 - DECEMBER 31, 2011**

	<u>MINIMUM</u>	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>	<u>MAXIMUM</u>
		<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	
PAY GRADE 1	\$27,157.33	\$27,933.26	\$28,709.18	\$29,485.11	\$30,261.03	\$31,036.95			\$31,036.95
PAY GRADE 2	\$28,363.27	\$29,173.65	\$29,984.03	\$30,794.41	\$31,604.79	\$32,415.17			\$32,415.17
PAY GRADE 3	\$29,623.49	\$30,469.87	\$31,316.26	\$32,162.65	\$33,009.03	\$33,855.42			\$33,855.42
PAY GRADE 4	\$30,056.39	\$30,940.40	\$31,824.41	\$32,708.42	\$33,592.43	\$34,476.44	\$35,360.46		\$35,360.46
PAY GRADE 5	\$31,393.28	\$32,316.61	\$33,239.94	\$34,163.27	\$35,086.60	\$36,009.93	\$36,933.27		\$36,933.27
PAY GRADE 6	\$31,825.85	\$32,790.27	\$33,754.69	\$34,719.11	\$35,683.53	\$36,647.95	\$37,612.37	\$38,576.79	\$38,576.79
	<u>PAY GRADE 1</u>		<u>PAY GRADE 3</u>		<u>PAY GRADE 5</u>				
	Telephone Operator Typist Clerk		Account Clerk, Senior Data Entry Clerk Mediation Clerk		Mediation Clerk, Senior Secretary				
	<u>PAY GRADE 2</u>		<u>PAY GRADE 4</u>		<u>PAY GRADE 6</u>				
	Account Clerk Mail Clerk Receptionist/Supply Clerk Typist Clerk, Senior		Account Clerk, Chief Data Maintenance Clerk Dictation Clerk		Recorder Secretary				

**SALARY SCHEDULE**

**EFFECTIVE: JANUARY 1, 2011 - DECEMBER 31, 2011**

	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	<u>36</u>	<u>42</u>	<u>48</u>	
	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	
	<u>MINIMUM</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MAXIMUM</u>	
Enforcement Investigator	\$36,861.67	\$38,013.60	\$39,165.52	\$40,317.45	\$41,469.38	\$42,621.30	\$43,773.23	\$44,925.16	\$46,077.09
Judicial Aide	\$41,270.93	\$42,560.65	\$43,850.36	\$45,140.08	\$46,429.80	\$47,719.51	\$49,009.23	\$50,298.95	\$51,588.67



**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**Teamsters Local 214 – Circuit Court/Friend of the Court**

The County and the Union agree for the calendar year 2011, each employee and DROP participant shall be furloughed/docked six (6) working days without pay. The Parties agree the County will shut down operations for six (6) furlough/dock days as follows: Friday, February 18, 2011, Friday, May 27, 2011, Friday, July 1, 2011, Friday, September 2, 2011, Wednesday, November 23, 2011 and Tuesday, December 27, 2011.

The Employer reserves the right to implement the following Alternative Plan as a substitute to the paragraph above. This Plan consists of six (6) furlough/dock days for the calendar year 2011; two (2) furlough/dock days to be utilized on President's Day, 2011 and the Day after Thanksgiving, 2011. The remaining four (4) furlough/dock days shall be requested and scheduled by the employee (in full day or half day increments) and will have Department Head approval. If an employee fails to take or schedule the remaining four (4) furlough/dock days by September 1, 2011, the balance of furlough/dock days will be scheduled and taken at the Employer's discretion prior to December 30, 2011. The Employer's decision to implement this Alternative Plan shall be made by December 1, 2010.

Furlough/dock days will not adversely impact an employee's seniority, time off accruals, discipline, holiday pay or health care benefits. The effect, if any, of the furlough/dock days on an employee's retirement benefits, will be as defined in the Macomb County Retirement Ordinance.

If an employee is scheduled to work or scheduled off on an Employer designated furlough/dock day, the employee, with Department Head approval, must take the furlough/dock day within 30 calendar days of the designated furlough/dock day, in no event later than December 30, 2011.

This letter of Agreement will expire on December 31, 2011.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**Teamsters Local 214 – Circuit Court/Friend of the Court**

The County and the Union agree to suspend Longevity payments for all eligible employees and DROP participants for the year 2011.

This Letter of Agreement will expire on December 31, 2011.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING**

**PANEL OF ARBITRATORS**

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

1. Mario Chiesa
2. William Daniel
3. Ildiko Knott
4. Mark Glazer

FOR THE UNION:

FOR THE EMPLOYER:

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

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
DEFERRED RETIREMENT OPTION PLAN  
FOR MEMBERS OF TEAMSTERS LOCAL 214  
REPRESENTING CIRCUIT COURT AND FRIEND OF THE COURT EMPLOYEES**

- A. Background: The Teamsters Local 214 is a labor organization representing some employees of the County of Macomb, 16<sup>th</sup> Judicial Circuit Court and Friend of the Court, hereinafter referred to as the "Employer". The union has bargained with the Macomb County Board of Commissioners and entered into a labor agreement whose term commenced January 1, 2005 and ends December 31, 2007. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the Teamsters Local 214. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005), effective January 1, 2006, an employee of the Employer who is a member of the Teamsters Local 214, may voluntarily elect to participate in the deferred retirement option plan, hereinafter "DROP", upon obtaining the minimum age and service requirements for a normal service retirement. Upon commencement of DROP participation, the employee's DROP benefit shall be the dollar amount of the employee's monthly pension benefit computed by using the contractual guidelines and formula that are in effect on the date that the employee first participates in the DROP plan. During participation in the DROP, the employee will continue to enjoy full employment status and receive all future promotions and wage increases. Any fringe benefits paid to members of the Teamsters Local 214 shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

The employee's DROP benefit will be credited monthly to the individual employee's DROP account, which will be established within the defined benefit plan of the Macomb County Employees Retirement System. The employee's DROP account will be maintained and managed by the Macomb County Employees Retirement System. Upon termination of employment, the retiree shall begin to receive payments from his/her individual DROP account as described hereinafter. The DROP payments are in addition to any and all other contractual retirement benefits. The employee is solely responsible for analyzing the tax consequences of participation in the DROP.

- B. Eligibility: (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005), effective January 1, 2006, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the Teamsters Local 214 bargaining group may voluntarily elect to participate in the DROP at any time after attaining the minimum age and service requirements for a normal service retirement.
- C. Participation: The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.
- D. DROP Payment: Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to his/her DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension benefit otherwise payable to the DROP account until termination of employment. Interest on the DROP account will continue to accrue during such a forfeiture, except as provided in Subsection J.

- E. Election to Participate: Participation in the DROP program is irrevocable once an employee begins participation. An employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Macomb County Board of Commissioners. Such application shall be reviewed by the Human Resources Department within a reasonable time period and make a determination as to the member's eligibility for participation in the DROP. On the date upon which the member's participation in the DROP shall be effective, he/she shall be considered to be a DROP participant and shall cease to be an active member of the Macomb County Employees Retirement System. The amount of credited service, multiplier and final average compensation shall be fixed as of the employee's DROP date. When an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were earned, not when they were received by the employee. Increases or decreases in compensation during DROP participation will not be factored into retirement benefits of active or former DROP participants. DROP participants accrue no service time credit for retirement purposes pursuant to the Macomb County Employees Retirement System.

Upon execution of this agreement by the Teamsters Local 214 and the Employer, employees who are represented by the Teamsters Local 214 and who qualify for DROP participation may file the appropriate application forms with an effective DROP date no sooner than (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005) January 1, 2006.

- F. DROP Benefit: The employee's DROP benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if he/she had actually retired on the DROP date, less the annuity withdrawal reduction as set forth in Subsection G, if applicable. The employee's DROP benefit shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, his/her choice of a straight life retirement allowance or an optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance shall be irrevocable.
- G. Annuity Withdrawal: An employee who elects to participate in the DROP may elect the Annuity Withdrawal option provided by the retirement ordinance at the time of electing DROP participation. Such election shall be made commensurate with the employee's DROP election, but not thereafter. Such annuity withdrawal will be utilized to compute the actuarial reduction of the member's DROP benefit, as well as the member's monthly retirement benefit from the Macomb County Employees Retirement System, after termination of employment.

The annuity withdrawal amount (accumulated contributions) will be disbursed from the Macomb County Employees Retirement System at the time of DROP election. All withdrawal provisions and options under the Retirement Ordinance, which are available to Retirement System members shall be available to the employee participating in the DROP at such time that he/she elects to participate in the DROP.

- H. DROP Accounts: For each employee participating in the DROP, an individual DROP account will be created in which shall be accumulated the DROP benefits, as well as interest on said DROP benefits. All individual DROP accounts shall be maintained for the benefit of each employee participating in the DROP and will be managed by the Retirement System in the same manner as the primary retirement fund. DROP interest for each employee who participates in the DROP shall be at a fixed rate of 3.5% per annum, calculated in the same manner as the interest in the employee savings accounts in the Macomb County Employees Retirement System.
- I. Contributions: The employee's contributions to the Macomb County Employees Retirement System shall cease as of the date that the employee begins participation in the DROP.

J. Distribution of DROP Funds: Within 45 days of termination of employment, the employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his/her individual DROP account:

- 1) A lump sum distribution to the employee; AND/OR
- 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with any procedures established by the Macomb County Board of Commissioners or the Retirement System for such rollovers.

Failure to elect one of the above options and receive such distribution within 60 days of termination of employment shall result in the termination of any interest paid on said account.

All benefit payments under the Plan shall be made as soon as practicable after entitlement thereto, but in no event later than April 1 following the later of:

- 1) The calendar year in which the primary member attains age 70½ , or
- 2) The calendar year in which the employment is terminated.

If the accumulated balance in any former employee's account is more than \$1,000 but less than \$5,000 (or such other amount as provided in the Internal Revenue Code, particularly Section 411(a)(11)(A)), then the Retirement System, in its sole discretion, shall have the option of distributing the former employee's entire account, in the form of a lump sum, to an individual retirement plan.

K. Death During DROP Participation: If an employee participating in the DROP dies either: (1) before full retirement, that is before termination of employment with the County, or (2) during full retirement (that is, after termination of employment with the County but before the DROP account balance has been fully paid), the employee's designated beneficiary(ies) shall receive the remaining balance in the employee's DROP account in the manner in which they elect from the previously mentioned distribution methods (Subsection J). If there is no such beneficiary, the account balance shall be paid in a lump sum to the estate of the employee. Benefits payable from the Macomb County Employees Retirement System shall be determined as though the employee participating in the DROP had separated from service on the day prior to the employee's date of death.

L. Disability During DROP Participation: In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of the Employer, the employee's participation in the DROP shall cease, and the employee shall receive such benefits as if the employee had retired and terminated employment during the participation period.

M. Internal Revenue Code Compliance: The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby null and void and of no force and effect.

N. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.

O. Annual Leave, Sick Leave and Other Fringe Benefits: The collective bargaining agreement may provide for the crediting of both annual leave and sick leave banks for inclusion in determining an employee's final average compensation for purposes of computing retirement benefits.

At the effective date of an employee's participation in the DROP plan, an employee's annual and sick leave bank shall be "credited" and/or paid as provided for in the collective bargaining agreement or the Macomb County Employees Retirement Ordinance.

After the effective date of an employee's participation in the DROP, the employee's annual leave and sick leave shall be determined as set forth in the collective bargaining agreement between the Teamsters Local 214 and the Employer.

P. Voting Rights and Retirement Commission Members: At the time an employee elects to participate in the DROP, he/she shall no longer be eligible to vote in any retirement elections nor shall said person be eligible to hold office pursuant to Section 4(e) of the Macomb County Employees Retirement Ordinance as an elected employee member.

**FOR THE UNION:**

**FOR THE COUNTY:**

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING  
REGARDING CERTAIN HEALTH BENEFITS**

WHEREAS, The County of Macomb currently offers health insurance coverage to covered females that includes an elective abortion benefit and excludes prescription drug coverage for contraceptives and excludes coverage for voluntary sterilization; and,

WHEREAS, The Macomb County Board of Commissioners has, by resolution, forbidden the use of public funds for elective abortion;

NOW BE IT RESOLVED THAT, the County of Macomb and the Teamsters Local 214, on behalf of certain Circuit Court and Friend of the Court employees hereby agree to remove elective abortion coverage from the health insurance offered through their Collective Bargaining Agreement and substitute prescription drug coverage for contraceptives and coverage for voluntary sterilization. Provided, however, nothing in this Memorandum of Understanding shall deny medically necessary care to a covered female, or apply in cases where pregnancy is the result of criminal sexual assault.

FOR THE UNION:

FOR THE COUNTY:

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\_\_\_\_\_

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\_\_\_\_\_

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



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