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12/31/99

AGREEMENT

between

COUNTY OF MACOMB  
(including Martha T. Berry Medical Care Facility)

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 411

*Macomb County*

January 1, 1997  
through  
December 31, 1999



AFSCME LOCAL 411

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## AFSCME LOCAL 411 MASTER AGREEMENT

THIS AGREEMENT is entered into on the first day of January, 1997, between the COUNTY of MACOMB, hereinafter referred to as the Employer or the County, and Michigan Council 25, AFSCME, and its affiliated Local Union #411, hereinafter referred to as Union, on behalf of regular employees of duly recognized, and clearly defined classifications in the Departments or Divisions of Departments listed in Appendix B.

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.

### ARTICLE 1

#### RECOGNITION OF UNION

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 of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the classifications in the Departments or Divisions of Departments listed in Appendix B.

### ARTICLE 2

#### DEDUCTION OF UNION DUES AND/OR SERVICE FEES

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

- A. Each employee who desires to have such dues or service fees deducted from his/her earnings shall execute the AUTHORIZATION FOR DEDUCTION OF UNION DUES form in full.
- B. The Employer shall place such deduction or deductions in effect at the SECOND PAY PERIOD of the month following receipt of same and continue in accordance with the terms and conditions set forth in the Authorization. New employees shall begin paying Union Dues, or Service Fees in-lieu of dues at the second pay period of the month after the employee has completed ninety (90) days of employment.
- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Secretary/Treasurer of the Union designated in writing by the Union, and shall do so, as soon as possible after the deduction, but not later than the fifteenth day of the following month.
- D. The Employer shall notify the Union of the termination of employment of the dues and or service fees paying employee or of the revocation, alteration or amendment by the employee of the Authorization to Deduct Union Dues and/or Service Fees in accordance with the terms thereof.
- E. The Authorization for Deduction of Union Dues and/or Service Fees when executed, shall be binding upon the employee for the duration of this Agreement, except that any employee may revoke, alter or amend such Authorization for Deduction of Union Dues and/or Service Fees by notice in writing to the Employer within thirty (30) days, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

- F. It is understood and agreed, that the provision for deduction of the Union Dues and/or Service Fees, is for the benefit of the employees requesting same, and that the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth, except as provided for under the Agency Shop provision of this Agreement.
- G. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized by them, under the Payroll Deduction for Union Dues and/or Service Fees provision of this Agreement

The Union will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with this Article 2.

### ARTICLE 3

#### MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE

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

- A. Employees covered by this Agreement at the time Agency Shop becomes effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time Agency Shop becomes effective shall be required to become members of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, for the duration of the Agreement. The time referred to herein will commence August 1, 1974.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of Agency Shop and covered by this Agreement, shall become members of the Union or pay an equivalent service fee to the Union.
- D. If the employee chooses not to exercise the Payroll Deduction for Union Dues and/or Service Fees, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required (and if not already a member), and the periodic dues uniformly required, shall be deemed to meet the conditions of this Article 3.
- Employees who do not elect to become members of the Union, shall pay, in lieu of initiation fee and periodic dues uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Article 3.
- F. Employees shall be deemed to be in compliance with the meaning of this Article 3 if they are not more than sixty (60) days in arrears in payments of membership dues or service fees.
- G. The Employer shall be notified in writing, by the Union, of any employee who is sixty (60) days in arrears in payments of membership dues or service fees.

- H Failure of employees covered by this Agreement to comply with provisions of this Article, shall, at the conclusion of the grace period of sixty (60) days referred to in Section G above, and upon receipt of written request and proof of failure to comply from the Union, the Employer shall terminate employment of such employee.
- I Limit Of Employer's Liability: The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized by them, under the Payroll Deduction for Union Dues and/or Service Fees provision of this Agreement.

The Union will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with this Article 3.

#### ARTICLE 4

##### REPRESENTATION, OFFICERS, STEWARDS AND BARGAINING COMMITTEE

- A. The Union shall annually submit to the Director, Human Resources a list of the names and offices held by each member of Local 411. Said notice shall include all designated officers, Executive Board members, Chief Steward, Stewards and Alternate Stewards.
- B. Chief Steward, Stewards and Alternate Stewards:
1. The Union shall designate the Chief Steward, District Stewards and District Alternate Stewards. District Stewards and District Alternate Stewards shall be regular employees of the District in which their Department/location is assigned.
    - a. Chief Steward: At the request of the Local President or, in the absence of a District Steward, the Chief Steward shall be permitted, a maximum of one (1) hour per day, noncumulative, during the regular work schedule and without loss of time or pay, to investigate and present grievances to the Employer. If travel is required, the Chief Steward shall be permitted a maximum of one and-one-half (1 1/2) hours per day to investigate and present grievances to the Employer. A greater period of time may be granted, in writing, by the Chief Steward's Department Head or designee.
    - b. District Stewards: District Stewards shall be permitted a maximum of one (1) hour per day, noncumulative, during the regular work schedule and without loss of time or pay, to investigate and present grievances to the Employer. A greater period of time may be granted, in writing, by the Steward's Department Head or designee. Because travel may be required, Stewards in Districts 7, 8 and 10, only, shall be permitted a maximum of one and-one-half (1 1/2) hours per day to investigate and present grievances to the Employer.
    - c. Alternate District Stewards: Alternate District Stewards shall function as a Steward only when the Local President assigns the Alternate Stewards to duties of a Steward for a particular situation. If the Employer needs to discuss a matter with a Steward, and the Steward is unavailable, the Employer shall contact the Local President, who shall notify and assign the Alternate Steward to the particular situation.

C. Each District shall be represented by one (1) Steward, as follows:

- DISTRICT 1: Verkuilen Building, Central Receiving, Emergency Services & Communications and Microfilm
- DISTRICT 2: Sheriff Department, Health Department (including Animal Shelter) ..
- DISTRICT 3: Library
- DISTRICT 4: Court Building Clericals
- DISTRICT 5: County Building Clericals
- DISTRICT 6: Facilities & Operations Department, except Clericals
- DISTRICT 7: Warren and St. Clair Shores Satellites
- DISTRICT 8: Community Mental Health employees, except Clericals
- DISTRICT 9: Pumping Station
- DISTRICT 10: Public Works (except Pumping Station) and Parks & Recreation
- DISTRICT 11A: Martha T. Berry Day Shift employees in the following classifications: Nurse Aide, Ward Clerk and Central Supply Clerk
- DISTRICT 11B: Martha T. Berry Afternoon Shift employees in the following classifications: Nurse Aide, Ward Clerk and Custodian
- DISTRICT 11C: Martha T. Berry Midnight Shift employees in the following classifications: Nurse Aide, Ward Clerk and Custodian
- DISTRICT 11D: Martha T. Berry Housekeeping, Laundry and Day Shift Custodian employees
- DISTRICT 11E: Martha T. Berry Clerical, Stores Clerk, Lab and Therapy employees
- DISTRICT 11F: Martha T. Berry Dietary employees

D. The parties agree that if any creation, relocation or consolidation of a Department or Division of a Department is made, a Special Conference will be held, if warranted, to assign, reassign, add or delete the Steward and/or Districts that are listed in Section C., above. Any changes agreed upon will be reduced to writing and will become a part of this Collective Bargaining Agreement.

E. Local President's Union Release Time:

The union release time for the Local President shall be in accordance with the Letter of Understanding (Re: Union Release for Local President) which is attached to and is part of this Agreement.

If the County chooses to hire an employee or employees to replace the Local President during the time the Local President is performing his/her union release duties, said employee(s) may remain as a County employee(s) during the Local President's term of office without regard to the six (6) month employment limitation of other temporary employees, as specified in Article 12, Regular Employee Defined. Said

temporary employee shall not be represented by Local 411 and shall be hired and classified solely at the discretion of the Employer.

F. Bargaining Committee:

1. The Bargaining Committee shall be comprised of the Local President, Vice-President; and five (5) additional members. Council 25 shall be allowed to send a representative(s) to the bargaining sessions.
2. The Parties agree that negotiations will be conducted at mutually acceptable times and places. The Bargaining Committee shall be released from regular duty and compensated for all time spent negotiating during the member's regular work schedule.

ARTICLE 5

NO STRIKE - NO LOCKOUT

- A. The Parties 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, may be subject to disciplinary action up to and including discharge.
- B. The County agrees that in consideration of the foregoing, during the life of this Agreement the County will not lockout employees.

ARTICLE 6

RATES FOR NEW JOBS

When a new job is created in a Unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. Prior to the establishment of a new job, the County will notify the Union President or designee of its intent to create the new job. In the event the Union does not agree with the rate structure established by the Employer, as it relates to the new duties and responsibilities, the Union shall have the right to submit the matter to the Grievance Procedure at the Third Step.

ARTICLE 7

ADMINISTRATIVE DISCUSSIONS

Nothing in this Agreement shall be intended to abrogate an employee's right to discuss normal, customary administrative situations with his/her immediate Supervisor.

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 fifteen (15) days after occurrence of alleged grievance as follows:

1. STEP 1: The employee must first discuss the specific grievance with his/her immediate Supervisor. A Steward shall be present at this meeting; otherwise, the complaint shall not be considered a formal grievance, as outlined in this Article. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.

2. STEP 2: WRITTEN - DEPARTMENT HEAD: If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward or Union President with the employee's Department Head within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the Steward and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.

A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head shall give a written answer to the Steward.

3. STEP 3: DIRECTOR, HUMAN RESOURCES: If the grievance is not settled in Step 2, such grievance may be submitted by the Union President to the Director, Human Resources, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Human Resources Department.

The Union President or designee must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Union President's written request. The Union representatives at said meeting may include, at the Union's discretion, the Union President or designee, the grievant, the Steward and a Council 25 Representative. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

The decision of the Director, Human Resources shall be given in writing to the Union President within ten (10) days of the completion of the Step 3 meeting.

4. STEP 4: ARBITRATION:

a. If the grievance is not resolved at Step 3, the Union President or Vice-President has thirty (30) days from the receipt of the Step 3 answer to file a Notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources. Said letter shall identify the name of the arbitrator as selected by the procedure set forth below. If the Union President or Vice-President fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.

b. Upon written request by either party, after the Notice of Intent to Arbitrate, the Parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step 3. The meeting shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer. The Union members shall be the President and the Council 25 Representative, or their designees.

- c. If the Parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union representatives and Employer representatives.

C. SELECTION OF THE ARBITRATOR:

1. Within ninety (90) days of the receipt of the written demand for arbitration, the Union shall notify one of the arbitrators from the permanent roster of arbitrators who are listed in a Letter of Understanding which is attached to this Agreement. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.
2. The Parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time, to hear a case (extended period of time shall mean three (3) months or longer). The Parties may then move to the next arbitrator listed.
3. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
4. An arbitrator may be removed from the list by written consent of both parties during the life of the Agreement. Upon such removal, 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 such removal, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
5. If the Parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

D. AUTHORITY OF THE ARBITRATOR:

1. All arbitration hearings shall be governed by the rules of the American Arbitration Association.
2. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent within any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
3. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment, except for grievances arising out of Article 6, Rates For New Jobs.
4. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an answer or recommendation on the merits of the grievance.
5. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.

6. The arbitrator shall be without power to award a retroactive pay adjustment in a like or analogous situation since the Award is not a binding precedent.
7. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
8. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
9. The fees and approved expenses of an arbitrator will be paid by the Parties equally.

E. GENERAL CONDITIONS:

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

ARTICLE 9

SPECIAL CONFERENCES

Special Conferences mutually agreed upon, will be arranged between the Union President or designee, and the Director, Human Resources or designee, for purposes of discussion of important matters. Such meeting shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union. Written arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conference 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. Special Conferences called to discuss disciplinary actions shall freeze any and all time limits of the Grievance Procedure.

## ARTICLE 10

### DISCIPLINE

#### A. Discipline:

1. Disciplinary action may include but is not limited to the following: oral reprimand, written reprimand, suspension (notice to be given in writing), discharge (notice to be given in writing). Nothing in this action however, shall prevent the Employer from appropriately disciplining an employee should circumstances warrant, up to and including discharge for just cause.
2. The Employer shall not discipline any employee without just cause. Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee.
3. Any disciplinary action imposed upon an employee may be processed as a grievance.
4. Employees shall have the right to have union representation at all levels of disciplinary action.
5. If the employee wants his/her union informed of any disciplinary action, it shall be the responsibility of the employee to do so.
6. If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### B. Suspension and/or Discharge:

1. The Employer may remove an employee from the work place prior to the imposition of discipline for reasons of conducting an investigation into alleged misconduct where the employee's presence at the work place after engaging in alleged misconduct has an adverse effect upon the work place. If an employee is removed from the work place under this provision such removal shall be with pay pending the outcome of the investigation. If the employee is subsequently suspended without pay or discharged after following the procedure set forth herein, the suspension without pay or discharge may relate back to the time of the initial removal from the work place under this provision.
2. The Union shall have the right to take up the 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 disciplinary action has been taken, all records relative to such action shall become part of the employee's personnel file.
2. Records of disciplinary actions shall remain in the employee's personnel file for a period of two (2) years, unless, prior to the end of said two (2) year period, the employee is disciplined for a similar incident; in which case, the record of the first disciplinary action shall be maintained in the employee's file for an additional two (2) years, or a total of four (4) years. Record(s) of any similar incident which causes subsequent disciplinary action(s) to be imposed, shall remain in the

employee's personnel file until the previous similar discipline is authorized to be removed from said file in accordance with Section C-3, below.

3. The County shall remove records of disciplinary actions every two (2) or four (4) years, as provided in paragraph 2 above. In no case shall a record of disciplinary action remain in an employee's file longer than four (4) years.

#### ARTICLE 11

##### REGULAR EMPLOYEE DEFINED

- A. A regular employee is defined as a person who is hired on a regular basis to fill a budgeted position.
- B. Any employee who shall have worked thirty (30) hours or more per week for at least six (6) consecutive months shall be a regular full-time employee.
- C. A regular employee's position may be either full-time or part-time. A regular full-time position is one that is normally scheduled for thirty (30) or more hours per week. A regular part-time position is one that is normally scheduled for less than thirty (30) hours per week.

#### ARTICLE 12

##### NEW EMPLOYEE - INCREMENTS - TEMPORARY ASSIGNMENT

- A. NEW EMPLOYEE: A new employee is to be started at the minimum rate of the wage range designated for that classification, noting the following exceptions: If a Department Head desires a starting wage in excess of the minimum, but at or below the midpoint of the range, a request, with justification, must be made to and receive unanimous approval from the Finance Director and the Director, Human Resources. If a Department Head desires a starting wage for a new employee in excess of the midpoint of the wage range, a request, with justification, must be made to and receive unanimous approval from the Chairperson of the Board, Chairperson of the Budget Committee, the Finance Director and the Director, Human Resources.
- B. INCREMENTS: After employment commences, an employee will be eligible to receive one (1) normal wage increment after each thirteen (13) biweekly pay periods of continuous employment until the employee reaches the maximum of his/her wage range. Such increments are found in Appendix A of this Collective Bargaining Agreement. All increments are to be approved or disapproved by the respective Department Head. If the increment has been disapproved, the employee and the Director, Human Resources shall be notified in writing by the Department Head of the reason(s) for such disapproval.
- C. TEMPORARY ASSIGNMENT: An employee temporarily assigned to a higher classification for a period in excess of five (5) consecutive working days will receive the minimum rate of the higher classification or one increment added to his/her current salary, whichever is greater, beginning with the first day of assignment. The employee selected to work in the higher classification must meet the minimum qualifications for the classification to receive the higher salary. Qualifications being equal, seniority will receive first consideration. The Employer shall not purposely schedule work in order to avoid paying an employee the higher rate of pay for working in a higher classification.

ARTICLE 13

SICK LEAVE

- A. Every full-time employee shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Unused sick leave may be accumulated to a maximum of 125 work days.
- C. An employee may utilize sick leave allowance for absences:
  - 1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
  - 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
  - 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
  - 4. Personal Days: Effective January 1, 1981, an employee may use from his/her accumulated sick leave allowance, two (2) days per year, for personal business reasons, subject to prior mutual agreement. Such approval shall not be unreasonably withheld or denied.
- D. An employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor as soon as possible, and failure to do so within the earliest reasonable time may be the cause of denial of Sick Leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate or otherwise, of the adequacy of the reason for his/her absence during the time for which Sick Leave is granted. When such an absence is because of illness, and the Department Head or designee suspects abuse, a medical certificate may be required. The written request must be accompanied by a physician's statement which includes the following information: general nature of illness/injury, dates of incapacity, anticipated date of return to work, physician's signature, and physician's name, address and telephone number.
- F. Sick Leave shall be taken upon a scheduled work week basis. Holidays falling within a period of Sick Leave shall not be counted as work days, except for those employees receiving Holiday Pay or compensatory time off in lieu of, as outlined 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. An 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 his/her Annual Leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physicians' certificate shall be submitted by the employee.

- 1 Employees shall not be entitled to use Sick Leave until the completion of six (6) two (2) week pay periods of continuous full-time service except in cases of injury incurred while in the line of duty.

#### ARTICLE 14

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

#### ARTICLE 15

##### BEREAVEMENT LEAVE

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

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

ARTICLE 16

ANNUAL LEAVE (VACATION)

- A. Full time employees 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 AN ANNUAL 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 leave from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military service, be given an Annual Leave bank at the rate of one day for each month or part thereof spent in the Armed Service. Such Leave shall not exceed two (2) weeks in any single year or an accumulated total of twenty-four days.
- F. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- G. Annual Leaves will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

In addition, Departmental Seniority will be used for the purpose of determining the approval or denial of Annual Leave requests.

Split Annual Leaves may be granted only when written notification has been given to the Department Head and with his/her approval.

- H. 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.

- I. When a holiday falls and is observed within an employee's scheduled Annual Leave period, the Annual Leave may be extended one or more days, or portion of a day, as applicable, continuous with the Annual Leave. Holidays referred to are as specified in the Holiday Benefit provision of the Agreement between the Parties.

Paragraph I, shall not apply to employees covered by so-called seven (7) day, twenty-four (24) hour operations. Compensatory time off in lieu of Holiday Benefits, may be granted, as outlined in the Agreement between the Parties.

## ARTICLE 17

### LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:
  1. Personal illness/injury  
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
  2. Illness injury in immediate family
  3. Education
  4. Military service
  5. Personal reason (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 five (5) or more days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
  3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
  4. Waiting periods for Leaves of Absence eligibility:
    - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
      - Illness/injury in immediate family
      - Education
      - Personal reason
      - Personal illness/injury

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

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

5. Duration of Leaves of Absence:

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

- Personal illness/injury
- Education

b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.

6. The Department Head and the Director, 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 Leave 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. Military:
- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee.
  - b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.
  - c. An employee while attending, pursuant to governmental orders, the two (2) week National Guard Training, is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority towards longevity, and to accumulate seniority towards retirement.
  - d. An employee who goes on active military duty shall have re-employment rights as provided by State and Federal Statutes.

- c. A probationary employee who enters the Armed Forces must complete his/her probationary period upon his/her return to County employment, and upon completing said probationary period, will be provided seniority equal to the time spent in the Armed Forces and the time spent in previous County service.

5. Personal Reasons:

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

ARTICLE 18

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

- a. The life insurance death benefit provided by the Employer shall be equal to the employee's annual salary rounded to the nearest thousand dollars and \$4,500 additional accidental death and/or dismemberment (AD&D) benefit. The amount of life insurance shall be computed by using the employees' annual base salary as of January 1st of each year of this Agreement.

Effective June 1, 1996, 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 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.

- b. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

- 2. Retirees: The Employer will provide fully paid Life Insurance coverage, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire on or after January 1, 1981, and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

- 1. Active Employees: The Employer shall provide fully-paid Blue Cross/Blue Shield Hospital-Medical coverage, or its substantial equivalence, to all regular employees and their eligible families on the following basis and coverage:

- a. Blue Cross/Blue Shield MVF1, and Master Medical coverage, ML Rider and OB Rider.

- b. Waiting Period: Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
- c. Effective May 1, 1996, eligible employees covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program and subject to the following terms and conditions:
  - (1) Co-Pays For Preferred Rx Plan:
    - (a) Co-pays for prescriptions received from a Preferred Rx network pharmacy will be \$5.00.
    - (b) Co-pays for prescriptions received by mail-order will be \$2.00.
  - (2) The Employer will pay the monthly premium for such coverage for all eligible employees.
- d. Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- e. The Employer shall offer Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- f. The Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse or parent has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to each employee who has not been on any County-sponsored health care program for six (6) months.

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

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

- 2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage to the employee and the employee's spouse for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:
  - a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement, provided such employee shall retire on or after January 1, 1974. Coverage for the

eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible current spouse receives applicable retirement benefits following the death of the retiree.

- b. Coverage shall be limited to Blue Cross/Blue Shield MVFI Master Medical with ML Rider, or its substantial equivalence.
- c. Preferred Rx Managed Prescription Drug Program: Effective May 1, 1996, 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.
- d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
- e. Employees who retire under the provisions of the Macomb County Employees Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined

Gainful employment is defined as applying to retiree and or spouse of retiree who are employed subsequent to the employee retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.
- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
- g. Retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".

- h. The Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- i. The Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

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

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

C. Health Maintenance Organization:

1. Active Employees: The Employer will provide a Health Maintenance Organization option for regular employees covered by the present hospital-medical surgical program under this Insurance Section of this Agreement, provided the premium does not exceed the cost of the present insurance.
2. 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.
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 County's annual open enrollment period.

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

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

- E. Optical Program: An Optical Insurance Program will provide the following:
1. Employees covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.
  2. Waiting Period: Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
- F. Liability Insurance: The County shall provide for each regular employee Bodily Injury and Property Damage Liability Insurance while acting within the scope of his/her duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- G. Long Term Disability: Employees covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.
- H. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.
- I. Short Term Disability: The Employer will provide a payroll deduction option for employees 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 19

### RETIREMENT SYSTEM

- A. The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employee.
- B. Effective April 1, 1996, the pension multiplier shall be 2.2% and the County pension shall not exceed 66%. The employee's contribution to the retirement system is 2.5% of his/her compensation.
- C. 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. (This provision's effective date is April 1, 1996).
- D. Annuity Withdrawal: Any member covered by this Agreement who retires on or after January 1, 1988, pursuant to Sections 21, 23, or 29 of the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's straight life retirement allowance shall be reduced by an

amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.

- E. 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.

- F. 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.

- G. 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.

- H. Non-Duty Death Retirement Allowance: 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.

ARTICLE 20

LONGEVITY

- A. The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same
- B. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- C. The basis of longevity compensation is as follows:
  - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
  - 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.
  - 3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid sick leave, paid Worker's Compensation period not to exceed one year, or leave of absence without pay authorized by the Department Head or his/her designee and approved by the Director, Human Resources; 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 C-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.
- D. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000):

<u>Step:</u>	<u>Continuous Years Service On Or Before October 31st Of Each Year:</u>	<u>Percent Used, 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%

- E. Longevity payments shall be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, shall receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision E.1 below:
1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
  2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
  3. An approved Leave of Absence Without Pay for reasons of personal illness/injury shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education, military service and personal reason will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
- F. Military service time will be included as continuous service time in the computation of future longevity payments. PROVIDED, the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.
- G. Longevity compensation shall be a separate and distinct annual payment to those eligible employees, but shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- H. Payments to employees eligible as of October 31st of any year shall be due on December 10. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

#### ARTICLE 21

##### UNION BULLETIN BOARDS

- A. The Employer will provide bulletin boards in the respective departments which will 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 22

MANAGEMENT RIGHTS

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

ARTICLE 23

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. 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 work day. An employee working second shift, whose schedule has not been adjusted, shall be released from the shift scheduled for the same date as the scheduled jury duty. An employee working third shift, whose schedule has not been adjusted, shall normally be released from the shift scheduled on the date prior to the scheduled jury duty, except, with approval of the Department, an employee may be released from the scheduled shift on the date after the scheduled jury duty.

Should any employee be released from jury duty prior to the end of that shift, 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. Expenses provided to employees as a result of jury duty service, such as mileage, parking or meal expenses, may be retained by the employee.

ARTICLE 24

LAYOFF AND RECALL

- A. Layoff Procedure:
  - 1. Layoff is defined as a reduction in the working force.

2. If a layoff becomes necessary, the following procedure shall be mandatory:
  - a. Layoffs shall be made within the affected classification in the affected department.
  - b. Such reductions will be made in the first instance by terminating Temporary Employees, in the next instance by terminating Probationary Employees and in the next instance by terminating Regular Employees in the affected classifications.
  - c. If further reductions are required, they will be made in inverse order by seniority within the affected classification in the affected department.
  - d. When an employee is laid off, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace the least senior employee within the affected classification in the affected department. Such employee may bump another employee in an equal or lower job classification under the following conditions:
    - (1) The employee shall have seniority as required and defined in the Seniority Article of this Agreement.
    - (2) The employee shall have current ability to perform the available work, meet the qualifications and perform the duties of the job.
    - (3) The employee shall have the right to exercise such bumping rights or to accept layoff.
    - (4) Failure of the affected employee to exercise such bumping rights at the time of layoff, shall result in the forfeiture of these rights during the term of such layoff.
3.
  - a. Employees who are laid off from their regular employment, shall have first opportunity to bid into a like classification for which they qualify on a County wide basis, but only after the internal departmental bidding procedure has been exhausted. Like classification is defined as a classification in which an employee was most recently employed at the time of layoff, or a classification for which said employee has acquired seniority and who meets the minimum qualifications for the classification.
  - b. Qualified, laid-off bargaining unit members shall be given preference for entry level vacancies, on the basis of County seniority.
  - c. Seniority employees who meet the minimum qualifications shall be awarded the position. Employees will then have seniority in the new department in accordance with the Seniority Article of this Agreement. Such employees shall serve a ninety (90) calendar day probationary period, during which time the Employer may return the employee to layoff status. Such layoff may be for lack of work or for inability of the employee to perform the duties assigned.
4. Recall rights of affected employees covered by this Section will be limited to the following:
  - a. 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 the Recall Procedure as outlined in the Agreement between the Parties.

- b. If the employee does not exercise the option outlined in A.4.a. above, such employee shall be deemed to have chosen to retain recall rights in the department from which he/she was last laid off.
  - c. Exercise of either Option A.4.a. or A.4.b. 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.
5. 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.

B. Recall Procedure:

- 1. 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 ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.
- 2. Recall rights for laid off employees will be limited to a period of one year or length of departmental seniority, as described in the Seniority Article, whichever is longer and except for employees hired on or after January 1, 1983, who upon layoff shall have recall rights limited to length of seniority, but in no event to exceed a period of eighteen 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.
- 3. An employee shall forfeit seniority rights for recall according to the provisions of Article 25, Seniority.

ARTICLE 25

SENIORITY

A. Seniority And Probationary Period:

- 1.
  - a. All new Full-time employees hired in the unit shall be considered probationary employees for the first one hundred and eighty (180) days of employment.
  - b. All new Part-time employees in the unit shall be considered probationary employees for the first 979 hours worked (for employees who normally work a 7 1/2 hour day) and for the first 1,044 hours worked (for employees who normally work an 8 hour day).
- 2. There shall be no seniority among probationary employees. When an employee completes the probationary period, he/she shall be entered onto the seniority list of the unit and shall rank for seniority from the first day of employment.
- 3. The Union shall represent new hire probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as set forth in Article 1, Recognition Clause of the Agreement, except that at any time during this

period the Employer may dismiss the employee and such employee shall not have recourse to the grievance procedure provided the dismissal is for other than union activities.

4. Departmental seniority for employees shall commence after an employee successfully completes his/her probationary period in such Department. Departmental seniority will prevail for purposes of annual leave and overtime preference and bumping rights, layoff and recall rights within the department.
5. Except as provided for under Article 17, Leave of Absence, date of entry into County employment will provide a seniority date that will prevail for purposes of annual leave, sick leave eligibility and accumulation, longevity, retirement and similar "fringe benefits" the Parties hereto may agree.
6. Any employees with the same seniority date shall be considered in alphabetical order of their last names at time of hire for any situation requiring the need of determination by seniority.
7. An employee who moves to a classification that is not in the bargaining unit shall have his/her bargaining unit seniority frozen as of the date of said move; the employee shall not accumulate any bargaining unit seniority while working in the classification that is not in the bargaining unit.

An employee who returns to the bargaining unit shall retain his/her County seniority.

The Human Resources Department will notify the Union of any movement by a member in or out of the bargaining unit.

B. LOSS OF SENIORITY:

1. An employee shall forfeit seniority rights for the following reasons:
  - a. He/she resigns or terminates his/her employment with the Employer.
  - b. He/she is dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the Parties.
  - c. He/she is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. In proper cases exceptions shall be made by the Employer.
  - d. He/she retires.
  - e. If the employee withdraws his/her contributions from the Macomb County Employees' Retirement System.
  - f. If he/she does not return to work when recalled from layoff. The recall rights are spelled out in this Agreement between the Parties.
  - g. Return from Sick Leave and Leaves of Absence will be treated the same as B-1.c above.

- C. SENIORITY LIST: The Employer shall post a seniority list once each year during the month of July. The Union shall be notified monthly of any changes, additions or transfers of employees on the seniority list.
- D. Effective December 31, 1992, the Union President and Vice-President shall be granted preferential seniority in the event of lay-offs. The Employer shall have the right to reassign the Union President or Vice-President to a different classification if the classification he/she holds is eliminated. The individual(s) shall be paid the rate of the new classification. The Employer will make an attempt to reassign the individual(s) to a classification in the same pay grade, if possible.
- E. UNION SENIORITY:
1. Union seniority, for employees who were recognized as being represented by AFSCME Local 411 as a result of consent election, MERC Case No. R91 F-152, shall be the date of MERC's certification, November 7, 1991, or date of hire, whichever is later.
  2. Union seniority, for employees who were recognized as being represented by AFSCME Local 411 as a result of consent election, MERC Case No. R91 K-248, shall be the date of MERC's certification, January 22, 1992, or date of hire, whichever is later.

#### ARTICLE 26

#### JOB OPENINGS

- A. DEFINITIONS:
1. Regular Job Opening: A "regular job opening" is a position which appears in the County's Budget or is funded through a Grant.
  2. Promotion: A "promotion" is defined as the movement of an employee to a regular job opening in a classification assigned to a higher pay grade and for which the employee is qualified.
  3. Lateral Transfer: A "lateral transfer" is defined as the movement of an employee to a regular job opening in a different department, which opening is the same classification as the employee currently holds.
- B. JOB POSTINGS:
1. The County will post all but entry-level job openings on the Union Bulletin Board in the affected department. Postings shall be made for ten (10) working days. Entry-level openings as defined in Appendix B will not be subject to the requirements of Article 26, Job Openings. Posting periods may be shortened or eliminated by agreement of the Union President, or designee.
  2. At the same time that the departmental posting is made, the County shall post the opening on all Union Bulletin Boards. The posting will include the following information: The job classification, department, pay grade, hours, starting time, qualifications and any testing requirements.

3. Any employee for which an opening would provide a promotion or lateral transfer, will be given consideration provided such an employee properly indicates his/her interest in the position by submitting an Application for Internal Candidates to the Human Resources Department before the close of the posting period . The employee must have a current passing score on any test required for the position before applying for the position.
4. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.

C. PROMOTION AND LATERAL TRANSFER:

1. Employees within the Department shall be given first consideration for a regular job opening. If the job opening is not filled from within the Department, consideration shall then be given to qualified employees working in other departments. If it is determined that there are no qualified 411 members seeking the promotion, then other applicants shall be given consideration.
2. After such promotion or lateral transfer, the affected employee will not be eligible to apply for a classification change for a period of one (1) year.
3. Promotion: Promotions to a higher classification shall be based on qualifications. Posted qualifications being equal, seniority shall prevail.
4. Lateral Transfer: Provided that the employee applying for a lateral transfer meets the minimum posted qualifications for the opening, the most senior qualified applicant shall be awarded the position.
5. Selection Priority: Employees applying for promotions shall be given priority over employees seeking lateral transfers.
6. Probationary Period For Promotions And Lateral Transfers: An employee awarded a promotion or lateral transfer shall have a probationary period of ninety (90) days (180 days for Community Mental Health non-clerical employees) in the new position to prove that he/she has the qualifications to handle the requirements of the position. If it is obvious that he/she is not capable of fulfilling the requirements, he/she may be returned to his/her previous classification without prejudice. Such employee will have the option of returning to his/her previous classification without prejudice, within forty-five (45) days of starting that new position.

ARTICLE 27

PROCEDURE FOR CLASSIFICATION REVIEW

If, in the opinion of an employee, the duties and responsibilities of that employee have evolved to a state that the classification the employee currently holds is not reflective of the current job duties, then the employee may apply for a classification review as follows:

- A. The employee shall make a request for classification review, in writing, to the Human Resources Department with copies to the Union President and to the Department Head, and/or designee. Contained in the written request must be the following:

The current classification the employee holds; the classification in the Collective Bargaining Agreement to which the employee feels he/she is entitled; and, supporting documents and reasons why the employee feels the new classification is warranted.

- B. Subsequent to completion of the investigation by the Human Resources Department, a meeting shall be scheduled within forty-five (45) working days. Present at this meeting shall be the Union President or designee, the employee requesting the reclassification, the Department Head and/or designee, and a representative from the Human Resources Department. Within forty-five (45) working days of the aforementioned meeting, the Human Resources Director will state the determination in writing to the employee and to the Union President. There shall be no appeal to the Grievance Procedure.

#### ARTICLE 28

##### SALARY AND INCREMENT SCHEDULE

Appendix A (Classifications Assigned to Pay Grades and Salary and Increment Schedules) is attached to and is made a part of this Agreement.

#### ARTICLE 29

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

- A. For the term of this Agreement, a cost-of-living-allowance (COLA) of twenty-five cents (\$.25) per hour maximum will be paid for each credited payroll hour scheduled, payable quarterly.
- B. Payment will be made quarterly, by separate check, no sooner than twenty-one (21) days, or later than thirty-five (35) days, following the last day of any given quarter.

#### ARTICLE 30

##### SNOW DAY POLICY

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

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

#### ARTICLE 31

##### MILEAGE

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

ARTICLE 32

HOLIDAY PAY

A. Effective January 1, 1988:

The designated holidays are:

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

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

1. The holiday designated must fall on the week days, that is, Monday through Friday.
2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designed 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 and the holiday, if scheduled, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay. When such an absence is because of illness, and the Department Head or designee suspects abuse, a medical certificate may be required. In order for an employee to avoid loss of pay, said employee, if required, shall provide a medical certificate within three (3) working days of such requirement.

- C. Employees who qualify, now working in departments that are on a twenty-four (24) hour, seven (7) day week basis, and telephone operators at the Sheriff Department shall be compensated in cash for the designated holidays. Payment in cash is to be made by the first Friday following the first December pay period. If any employee works part of the year or receives payment for any of the enumerated holidays currently, compensation in cash shall be adjusted accordingly. Payment shall be based on the salary scale in effect on the date of payment.
1. Compensatory time off in lieu of payment for any of the designated holidays may be granted upon written request of the employee and upon approval of the Department Head.
  2. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay. When such an absence is because of illness, and the Department Head or designee suspects abuse, a medical certificate may be required. In order for an employee to avoid loss of pay, said employee, if required, shall provide a medical certificate within three (3) working days of such requirement.
- D. For County Library holiday schedules and provisions, refer to Appendix C, Supplement to Master Agreement, Section D.4, Library.
- E. Effective April 1, 1996, new hires will not be eligible to utilize the Floating Holiday during his/her first year of employment.

### ARTICLE 33

#### WORKER'S COMPENSATION

- A. An Employee covered by this Agreement who has sustained a personal injury arising out of and in the course of actual performance of duty in the service of Macomb County, which personal injury incapacitates him/her from performing his/her assigned duties, shall be granted disability compensation for the period of incapacity, subject to the following provisions:
1. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
  2. The incapacity, as above set forth, must continue for the duration of the period of compensation.
  3. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
  4. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
  5. 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.

6. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 11, Regular Employee Defined. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
7.
  - a. An employee who has provided the required medical certification that he/she can return to duty and perform the essential functions of the job without restrictions, shall be returned to work in the same classification and department.
  - b. An employee who has provided the required medical certification that he/she can return to duty and perform the essential functions of the job with reasonable accommodation, shall be returned to work in the same classification and department, if possible; otherwise he/she shall be returned to work in compliance with the provisions of the Americans with Disabilities Act (ADA).
8. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
  - a. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by 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.
  - b. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (8 (a) and 8 (b)) exceed 104 weeks.
  - c. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 19, Retirement System and the Macomb County Employees' Retirement Ordinance.
  - d. 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.

- 9 The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.
- B Field Personnel Of Public Works And 8 1/2 Mile Pump Station Of Public Works: Field personnel of Public Works and 8 1/2 Mile Pump Station shall receive Worker's Compensation according to the provisions of Appendix C (the Supplement attached to this Master Agreement).

#### ARTICLE 34

#### SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not effect the remaining portions of this Agreement.

#### ARTICLE 35

#### REGULAR WORK SCHEDULE

- A. Except for the provisions of Sections B., C., D. and E., below, the regularly scheduled workday shall consist of seven and one-half (7 1/2) hours of work, plus a one (1) hour unpaid meal period.
- B. For the following employees, the regularly scheduled workday shall consist of seven and one-half (7 1/2) hours of work, plus a one-half (1/2) hour unpaid meal period:
1. Clerical employees at Animal Shelter.
  2. Clerical, laboratory and therapy employees at Martha T. Berry (M.T.B.).
- C. For the following employees, the regularly scheduled workday shall consist of eight (8) hours of work, including a one-half (1/2) hour paid meal period:
1. All employees of M.T.B. not listed in B.2., above.
  2. All Public Works employees who work at the 8 1 2 Mile Road Pumping Station and who are not regularly scheduled to work the twenty-four (24) hour shifts.
  3. Telephone Operators at Sheriff Department.
- D. For Security Guards, the regularly scheduled workday shall consist of eight (8) hours per day, plus a one-half (1/2) hour unpaid meal period.
- E. For Public Works employees at the 8 1/2 Mile Road Pumping Station who are regularly scheduled to work a twenty-four (24) hour shift, meal periods shall be included, but sleeping periods shall be excluded (except as indicated below) as hours worked.

If the sleeping period is interrupted by a call to duty, the interruption shall be counted as hours worked. Provided, however, if the sleeping period is interrupted to the extent that the employee cannot get at least five (5) hours of sleep during the regularly scheduled sleeping period, the entire regularly scheduled sleeping period shall be considered as hours worked and the provisions of Article 36, Overtime, Section C, shall apply.

- F. Except for Part-time employees and for the employees affected by Section E., above, the regularly scheduled workweek shall consist of 5 days per week.
- G. For all employees there shall be a paid fifteen (15) minute rest period during the first half of the shift and another paid fifteen (15) minute rest period during the second half of the shift.

ARTICLE 36

OVERTIME

- A. Except for Community Mental Health employees in Pay Grade 19 and above, overtime work, including emergency overtime work, scheduled and authorized by the Department Head shall be compensated at a rate of time and one-half (1 1/2) for work in excess of the employee's daily Regular Work Schedule as described in Article 35. For Community Mental Health employees, in Pay Grade 19 and above, see Section A, 2 of Appendix C, Supplement To Master Agreement.

Approved and paid Sick Days, Annual Leave Days and Personal Days shall be recognized in this Article as time worked for purposes of overtime calculation.

- B. An employee called in for work at times other than his/her regular scheduled shift, shall receive a minimum of four (4) hours compensation at a rate of time and one-half (1 1/2). Said employee may be required to perform a minimum of four (4) hours work within his/her classification. When an employee is assigned to begin a shift earlier than normal and/or to end a shift later than normal, the overtime provision in Article 36, Overtime, Section E.1, shall apply.
- C. An employee who works a twenty-four (24) hour shift at the 8 1/2 Mile Pumping Station shall be compensated at a rate of time and one-half (1 1/2) for work performed if his/her sleeping period has been interrupted, according to provisions of Article 35, Regular Work Schedule.
- D. Compensation as used in this Article shall mean either cash payment or compensatory time. The Employer has the right to offer overtime compensation either in the form of cash payment or compensatory time. An employee has the right to refuse overtime if it is offered as compensatory time; however, the Employer may then offer the overtime, in the form of compensatory time, to other employees.

- E. Overtime Rotation:

1. Overtime hours shall be divided as equally as possible among employees in the same classification in the same division, in the same department. Overtime distribution will be by seniority until the first overtime assignments are made. Once the first overtime assignments are made, future assignments shall be on a rotation basis. All overtime assignments refused shall be considered as if the overtime had been worked. In an emergency situation, Custodians at Facilities and Operations Department assigned to the location where the emergency exists, shall be afforded the overtime assignment. The overtime worked shall be counted as part of the rotation basis. Further, when a Custodian is scheduled to work a Holiday, the Custodian normally assigned to the location where the Holiday overtime is required shall be afforded the overtime assignment. The overtime worked shall be counted as part of the rotation basis.
2. Whenever overtime is required, the employee with the least number of overtime hours will be asked first to perform the work. If this employee declines, the next employee on the posted list shall be contacted, and so on, until an employee is available.

3. Employees in other classifications in the same division, in the same department may be called for overtime if there is a shortage of employees in the classification needed, provided they are capable of performing the work with minimal instruction.

#### ARTICLE 37

##### WAIVER AND COMPLETE AGREEMENT

- A. The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all subjects of collective bargaining and that all agreements and understandings, expressed, implied, written or oral, are set forth in this Agreement. This Agreement expresses the complete understandings of the Parties on the subject of wages, working conditions, hours of work, benefits and conditions of employment.
- B. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively, except by mutual agreement, with respect to any subject or matter referred to or covered in this Agreement or in respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

#### ARTICLE 38

##### REIMBURSEMENT ACCOUNT PROGRAM

As soon as can be implemented after the ratification of this Agreement, 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 39

##### TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 1999.
- B. If either party wishes to terminate or modify this Agreement, said party shall provide written notice to the other party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above. If neither party gives a notice of termination or modification, or if each party giving notice of termination or modification withdraws said notice prior to the termination date in Paragraph A., above, this Agreement shall continue in full force and effect from year to year thereafter, subject to timely notice of termination or modification by either party in subsequent year(s) of an extended Agreement.
- C. Notice of termination or modification shall be made in writing and shall be sent by Certified Mail. If said notice is made to the Union, it shall be sent to Michigan AFSCME Council 25, 23855 Northwestern Highway, Southfield, Michigan 48075; if said notice is made to the County, it shall be sent to the Macomb County Director, Human Resources, County Building, 10 N. Main Street, Mount Clemens, Michigan, 48043; address changes shall be made available to the other party, where applicable.



APPENDIX A

PAY GRADES AND ASSIGNED CLASSIFICATIONS

<u>PAY GRADE 1</u>	<u>*PAY GRADE 4A</u>
Housekeeper I	Central Supply Clerk Security Guard Leader Stores Clerk Washer Extractor
<u>*PAY GRADE 1A</u>	
Housekeeper I Laundry Helper	<u>PAY GRADE 5</u>
<u>PAYGRADE 2</u>	Community Health Technician I Dental Assistant Mental Health Worker II ***Microfilm Operator Clerk Steno Clerk II Telephone Operator
None	
<u>*PAY GRADE 2A</u>	<u>*PAY GRADE 5A</u>
Dietary Aide Nurse Aide	Cook Telephone Operator
<u>PAY GRADE 3</u>	<u>PAY GRADE 6</u>
Clerk/Driver (Part-time) Housekeeper II Therapy Aide II Typist Clerk I	Account Clerk II Assistant Multigraph Operator - Clerk Court File Coordinator Delivery Person Mail Service Clerk
<u>*PAY GRADE 3A</u>	<u>*PAY GRADE 6A</u>
Cook Helper Housekeeper II Nurse Aide, Restorative Seamstress Security Guard Ward Clerk	Cook Leader
<u>PAY GRADE 4</u>	<u>PAY GRADE 7</u>
Account Clerk I Steno Clerk I Typist Clerk II	Assistant Inventory Services Clerk Custodian I Dental Assistant, Senior Inventory & Delivery Clerk Therapy Aide III

PAY GRADE 8

Morgue Attendant  
Typist Clerk III

\*PAY GRADE 8A

Custodian

PAY GRADE 9

Certified Occupational Therapy Assistant  
Computer Maintenance Clerk  
Custodian II  
Shop Helper  
Steno Clerk III

PAY GRADE 10

Account Clerk III  
Typist Clerk IV

PAY GRADE 11

Cashier I  
Custodian Groundskeeper  
Data Systems Clerk  
Telecommunications Aide  
X-Ray Technician/Clerk I

PAY GRADE 12

Account Clerk IV  
Auto Mechanic  
\*\*\*\*Microfilm Operator I  
Secretary  
Steno Clerk IV

PAY GRADE 13

Certified Recreational Therapist  
Custodian Leader  
Inventory Services Coordinator  
Inventory Specialist  
Materials Processor  
Mental Health Worker III  
Multigraph Operator

PAY GRADE 14

Court Clerk  
Medical Lab Technician  
Reimbursement Assistant  
X-Ray Technician/Clerk II

PAY GRADE 15

Counselor

PAY GRADE 16

Draftsperson Technical Writer III  
Inspector

PAY GRADE 17

Accountant I  
Cashier II  
Jury Clerk  
Park Aide I  
Payroll Specialist  
Senior Secretary

PAY GRADE 18

Engineering Technician  
Civil Division Specialist

PAY GRADE 19

Appraiser I  
Case Manager I  
Specialist I

PAY GRADE 20

None

\*PAY GRADE 20A

Station Operator

PAY GRADE 21  
Administrative Secretary  
Medical Lab Technologist  
Park Aide II

PAY GRADE 22  
None

PAY GRADE 23  
Radio Technician I

PAY GRADE 24  
Appraiser II  
Case Manager II  
D.D. Respite Care Developer  
Registered Nurse  
Specialist II

PAY GRADE 25  
Draftsperson Technical Writer IV  
Radio Technician II

PAY GRADE 26  
None

PAY GRADE 27  
None

PAY GRADE 28  
Case Manager III  
Therapist I

PAY GRADE 29  
None

PAY GRADE 30  
\*\*Appraiser III

PAY GRADE 31  
None

PAY GRADE 32  
D.D. Psychologist  
Therapist II

- \* Pay Grades with letter "A" denote 40 hour work weeks; all others are 37.5 hour work weeks.
- \*\* Red circled classification: Belongs in Pay Grade 29
- \*\*\* Red circled classification: Belongs in Pay Grade 4
- \*\*\*\* Red circled classification: Belongs in Pay Grade 4 as Microfilm Operator Clerk

Salary and Increment Schedule  
Effective January 1, 1997

PAY GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	MAXIMUM
PAY GRADE 1	18,394.49	18,905.45	19,416.40	19,927.36	20,438.32					20,438.32
PAY GRADE 1A	19,620.78	20,165.80	20,710.83	21,255.85	21,800.87					21,800.87
PAY GRADE 2	18,854.35	19,378.08	19,901.81	20,425.55	20,949.28					20,949.28
PAY GRADE 2A	20,111.30	20,669.95	21,228.60	21,787.24	22,345.89					22,345.89
PAY GRADE 3	18,788.88	19,325.71	19,862.53	20,399.36	20,936.18	21,473.01				21,473.01
PAY GRADE 3A	20,041.47	20,614.09	21,186.70	21,759.31	22,331.93	22,904.54				22,904.54
PAY GRADE 4	19,258.61	19,808.85	20,359.10	20,909.34	21,459.59	22,009.84				22,009.84
PAY GRADE 4A	20,542.51	21,129.44	21,716.37	22,303.29	22,890.22	23,477.15				23,477.15
PAY GRADE 5	19,740.07	20,304.07	20,868.07	21,432.08	21,996.08	22,560.08				22,560.08
PAY GRADE 5A	21,056.07	21,657.67	22,259.28	22,860.88	23,462.48	24,064.08				24,064.08
PAY GRADE 6	20,233.57	20,811.67	21,389.78	21,967.88	22,545.98	23,124.08				23,124.08
PAY GRADE 6A	21,582.47	22,199.12	22,815.76	23,432.40	24,049.04	24,665.68				24,665.68
PAY GRADE 7	20,739.41	21,331.97	21,924.52	22,517.08	23,109.63	23,702.19				23,702.19
PAY GRADE 8	21,257.90	21,865.27	22,472.63	23,080.00	23,687.37	24,294.74				24,294.74
PAY GRADE 8A	22,675.09	23,322.95	23,970.80	24,618.66	25,266.52	25,914.38				25,914.38
PAY GRADE 9	21,789.34	22,411.90	23,034.45	23,657.00	24,279.56	24,902.11				24,902.11
PAY GRADE 10	22,334.08	22,972.19	23,610.31	24,248.43	24,886.54	25,524.66				25,524.66
PAY GRADE 11	22,238.36	22,892.43	23,546.50	24,200.57	24,854.64	25,508.71	26,162.78			26,162.78
PAY GRADE 12	22,794.32	23,464.74	24,135.16	24,805.58	25,476.00	26,146.43	26,816.85			26,816.85
PAY GRADE 13	23,364.18	24,051.36	24,738.54	25,425.72	26,112.90	26,800.09	27,487.27			27,487.27
PAY GRADE 14	23,948.28	24,652.64	25,357.00	26,061.37	26,765.73	27,470.09	28,174.45			28,174.45
PAY GRADE 15	24,546.99	25,268.96	25,990.93	26,712.90	27,434.87	28,156.84	28,878.81			28,878.81
PAY GRADE 16	24,420.64	25,160.66	25,900.68	26,640.70	27,380.72	28,120.74	28,860.76	29,600.78		29,600.78
PAY GRADE 17	25,031.16	25,789.68	26,548.20	27,306.72	28,065.24	28,823.76	29,582.28	30,340.80		30,340.80
PAY GRADE 18	25,656.94	26,434.42	27,211.91	27,989.39	28,766.87	29,544.35	30,321.84	31,099.32		31,099.32
PAY GRADE 19	25,501.44	26,298.36	27,095.28	27,892.20	28,689.12	29,486.04	30,282.96	31,079.88		31,079.88
PAY GRADE 20	26,138.98	26,955.82	27,772.67	28,589.51	29,406.35	30,223.19	31,040.04	31,856.88		31,856.88
PAY GRADE 20A	27,881.57	28,752.87	29,624.17	30,495.47	31,366.77	32,238.07	33,109.37	33,980.67	34,851.96	34,851.96
PAY GRADE 21	26,792.45	27,629.72	28,466.98	29,304.25	30,141.51	30,978.77	31,816.04	32,653.30	33,490.57	33,490.57
PAY GRADE 22	27,462.27	28,320.46	29,178.66	30,036.85	30,895.05	31,753.24	32,611.44	33,469.64	34,327.83	34,327.83
PAY GRADE 23	28,148.82	29,028.47	29,908.12	30,787.77	31,667.42	32,547.08	33,426.73	34,306.38	35,186.03	35,186.03
PAY GRADE 24	28,852.54	29,754.18	30,655.83	31,557.47	32,459.11	33,360.75	34,262.39	35,164.04	36,065.68	36,065.68
PAY GRADE 25	29,573.86	30,498.04	31,422.22	32,346.40	33,270.59	34,194.77	35,118.95	36,043.14	36,967.32	36,967.32
PAY GRADE 26	30,313.20	31,260.49	32,207.78	33,155.06	34,102.35	35,049.64	35,996.93	36,944.22	37,891.50	37,891.50
PAY GRADE 27	31,071.03	32,042.00	33,012.97	33,983.94	34,954.91	35,925.88	36,896.85	37,867.82	38,838.79	38,838.79
PAY GRADE 28	31,847.81	32,843.05	33,838.30	34,833.54	35,828.78	36,824.03	37,819.27	38,814.52	39,809.76	39,809.76
PAY GRADE 29	32,644.00	33,664.13	34,684.25	35,704.38	36,724.50	37,744.63	38,764.75	39,784.88	40,805.00	40,805.00
PAY GRADE 30	33,460.10	34,505.73	35,551.36	36,596.99	37,642.62	38,688.24	39,733.87	40,779.50	41,825.13	41,825.13
PAY GRADE 31	34,296.61	35,368.37	36,440.14	37,511.91	38,583.68	39,655.45	40,727.22	41,798.99	42,870.76	42,870.76
PAY GRADE 32	35,154.02	36,252.58	37,351.15	38,449.71	39,548.27	40,646.84	41,745.40	42,843.96	43,942.53	43,942.53

All pay grades are 37.5 hours per week unless identified with the letter A (which indicates 40 hours per week).

MISCELLANEOUS CONSIDERATIONS

- A. The classifications listed below will receive the additional monetary rate as indicated, when performing ADDITIONAL responsibilities:

Community Health Technician II (Pay Grade 5): \$.09 per hour

Custodian Groundskeeper - Senior (Pay Grade 11): \$.11 per hour

Radio Technician II - Leader (Pay Grade 25): \$.32 per hour

- B. The classification listed below is "grandfathered"; as such it has no salary range; the maximum rates, only, are shown:

Effective January 1, 1997

Laundry Helper II:	\$22,210.78
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SALARY AND INCREMENT SCHEDULE  
 EMPLOYEES REPRESENTED  
 PER MERC CASE NO. R91 F-152

M.S.U. EXTENSION SERVICES  
 (FORMERLY COOPERATIVE EXTENSION SERVICE)  
 Effective January 1, 1997

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
PROGRAM ASSISTANT	10.04	10.54	11.07	11.62	12.20	12.81	12.81
PROGRAM TECHNICIAN	8.47	8.89	9.34	9.81	10.30	10.30	10.30
PROGRAM AIDE	6.42	6.74	7.08	7.43			7.43
TYPIST CLERK I	9.60	9.87	10.15	10.42	10.70	10.97	10.97
TYPIST CLERK II	9.84	10.12	10.40	10.68	10.96	11.24	11.24

NOTE: EMPLOYEES LISTED ABOVE ARE ELIGIBLE TO MOVE TO NEXT INCREMENT STEP AFTER COMPLETING 979 HOURS OF WORK

MARTHA T. BERRY MEDICAL CARE FACILITY  
 Effective January 1, 1997

	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
LAUNDRY HELPER (P.T.)	7.99	8.46	8.93	9.40	9.40
NURSE AIDE (P.T.)	8.19	8.67	9.15	9.63	9.63
DIETARY AIDE (P.T.)	8.19	8.67	9.15	9.63	9.63
WARD CLERK (P.T.)	8.16	8.64	9.12	9.60	9.60
HOUSEKEEPER (P.T.)	7.99	8.46	8.93	9.40	9.40
CUSTODIAN (P.T.)	9.23	9.77	10.32	10.86	10.86

NOTE: EMPLOYEES LISTED ABOVE ARE ELIGIBLE TO MOVE TO NEXT INCREMENT STEP AFTER COMPLETING 1,044 HOURS OF WORK

SALARY AND INCREMENT SCHEDULE

REGULAR, PART-TIME PARKS & RECREATION EMPLOYEES  
REPRESENTED PER  
MERC CASE NO. R91 K-248

Effective January 1, 1997

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>MAXIMUM</u>
PARK WORKER	\$5.26	\$5.67	\$5.97	\$5.97
PARK WORKER - LEADER (FLAT RATE)				\$6.48

Salary and Increment Schedule  
Effective January 1, 1998

PAY GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	MAXIMUM
PAY GRADE 1	18,992.31	19,519.88	20,047.44	20,575.01	21,102.57					21,102.57
PAY GRADE 1A	20,258.45	20,821.19	21,383.92	21,946.66	22,509.39					22,509.39
PAY GRADE 2	19,467.12	20,007.87	20,548.63	21,089.38	21,630.13					21,630.13
PAY GRADE 2A	20,764.91	21,341.72	21,918.52	22,495.32	23,072.12					23,072.12
PAY GRADE 3	19,399.53	19,953.80	20,508.07	21,062.34	21,616.62	22,170.89				22,170.89
PAY GRADE 3A	20,692.81	21,284.04	21,875.26	22,466.48	23,057.70	23,648.93				23,648.93
PAY GRADE 4	19,884.51	20,452.64	21,020.77	21,588.90	22,157.03	22,725.16				22,725.16
PAY GRADE 4A	21,210.13	21,816.14	22,422.14	23,028.14	23,634.15	24,240.15				24,240.15
PAY GRADE 5	20,381.63	20,963.96	21,546.29	22,128.62	22,710.96	23,293.29				23,293.29
PAY GRADE 5A	21,740.39	22,361.54	22,982.69	23,603.85	24,225.00	24,846.15				24,846.15
PAY GRADE 6	20,891.17	21,488.06	22,084.95	22,681.84	23,278.73	23,875.62				23,875.62
PAY GRADE 6A	22,283.90	22,920.58	23,557.26	24,193.94	24,830.63	25,467.31				25,467.31
PAY GRADE 7	21,413.45	22,025.26	22,637.07	23,248.89	23,860.70	24,472.51				24,472.51
PAY GRADE 8	21,948.78	22,575.89	23,203.00	23,830.11	24,457.22	25,084.32				25,084.32
PAY GRADE 8A	23,412.02	24,080.93	24,749.85	25,418.76	26,087.68	26,756.59				26,756.59
PAY GRADE 9	22,497.50	23,140.29	23,783.08	24,425.86	25,068.65	25,711.43				25,711.43
PAY GRADE 10	23,059.94	23,718.80	24,377.65	25,036.51	25,695.36	26,354.22				26,354.22
PAY GRADE 11	22,961.11	23,636.44	24,311.77	24,987.09	25,662.42	26,337.75	27,013.07			27,013.07
PAY GRADE 12	23,535.14	24,227.35	24,919.56	25,611.77	26,303.98	26,996.19	27,688.40			27,688.40
PAY GRADE 13	24,123.52	24,833.03	25,542.55	26,252.06	26,961.58	27,671.10	28,380.61			28,380.61
PAY GRADE 14	24,726.61	25,453.86	26,181.11	26,908.37	27,635.62	28,362.87	29,090.13			29,090.13
PAY GRADE 15	25,344.77	26,090.21	26,835.64	27,581.08	28,326.51	29,071.94	29,817.38			29,817.38
PAY GRADE 16	25,214.32	25,978.39	26,742.46	27,506.53	28,270.60	29,034.67	29,798.74	30,562.81		30,562.81
PAY GRADE 17	25,844.68	26,627.85	27,411.02	28,194.20	28,977.37	29,760.54	30,543.71	31,326.88		31,326.88
PAY GRADE 18	26,490.80	27,293.55	28,096.30	28,899.05	29,701.80	30,504.55	31,307.30	32,110.06		32,110.06
PAY GRADE 19	26,330.25	27,153.07	27,975.89	28,798.71	29,621.53	30,444.35	31,267.17	32,089.99	32,912.81	32,912.81
PAY GRADE 20	26,988.50	27,831.89	28,675.28	29,518.67	30,362.06	31,205.46	32,048.85	32,892.24	33,735.63	33,735.63
PAY GRADE 20A	28,787.71	29,687.33	30,586.94	31,486.56	32,386.18	33,285.79	34,185.41	35,085.02	35,984.64	35,984.64
PAY GRADE 21	27,663.21	28,527.69	29,392.17	30,256.64	31,121.12	31,985.59	32,850.07	33,714.54	34,579.02	34,579.02
PAY GRADE 22	28,354.79	29,240.88	30,126.97	31,013.06	31,899.14	32,785.23	33,671.32	34,557.41	35,443.49	35,443.49
PAY GRADE 23	29,063.66	29,971.90	30,880.14	31,788.38	32,696.62	33,604.86	34,513.10	35,421.34	36,329.58	36,329.58
PAY GRADE 24	29,790.26	30,721.20	31,652.15	32,583.09	33,514.04	34,444.98	35,375.93	36,306.87	37,237.82	37,237.82
PAY GRADE 25	30,535.01	31,489.23	32,443.45	33,397.67	34,351.89	35,306.11	36,260.33	37,214.55	38,168.77	38,168.77
PAY GRADE 26	31,298.39	32,276.46	33,254.54	34,232.61	35,210.69	36,188.76	37,166.84	38,144.91	39,122.99	39,122.99
PAY GRADE 27	32,080.85	33,083.37	34,085.90	35,088.43	36,090.95	37,093.48	38,096.01	39,098.53	40,101.06	40,101.06
PAY GRADE 28	32,882.87	33,910.46	34,938.05	35,965.64	36,993.23	38,020.82	39,048.41	40,076.00	41,103.59	41,103.59
PAY GRADE 29	33,704.94	34,758.22	35,811.50	36,864.78	37,918.06	38,971.34	40,024.62	41,077.90	42,131.18	42,131.18
PAY GRADE 30	34,547.56	35,627.18	36,706.79	37,786.40	38,866.01	39,945.62	41,025.23	42,104.84	43,184.46	43,184.46
PAY GRADE 31	35,411.25	36,517.86	37,624.46	38,731.06	39,837.66	40,944.26	42,050.86	43,157.47	44,264.07	44,264.07
PAY GRADE 32	36,296.53	37,430.80	38,565.07	39,699.33	40,833.60	41,967.87	43,102.13	44,236.40	45,370.67	45,370.67

All pay grades are 37.5 hours per week unless identified with the letter A (which indicates 40 hours per week).

MISCELLANEOUS CONSIDERATIONS

- A. The classifications listed below will receive the additional monetary rate as indicated, when performing ADDITIONAL responsibilities:

Community Health Technician II (Pay Grade 5): \$.09 per hour

Custodian Groundskeeper - Senior (Pay Grade 11): \$.11 per hour

Radio Technician II - Leader (Pay Grade 25): \$.32 per hour

- B. The classification listed below is "grandfathered"; as such it has no salary range; the maximum rates, only, are shown:

Effective January 1, 1998

Laundry Helper II: \$ 22,932.63

SALARY AND INCREMENT SCHEDULE

REGULAR, PART-TIME PARKS & RECREATION EMPLOYEES  
REPRESENTED PER  
MERC CASE NO. R91 K-248

Effective January 1, 1998

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>MAXIMUM</u>
PARK WORKER	\$5.43	\$5.85	\$6.16	\$6.16
PARK WORKER - LEADER (FLAT RATE)				\$6.69

Salary and Increment Schedule  
Effective January 1, 1999

PAY GRADE	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	MAXIMUM
PAY GRADE 1	19,609.56	20,154.27	20,698.98	21,243.69	21,788.40					21,788.40
PAY GRADE 1A	20,916.86	21,497.88	22,078.90	22,659.93	23,240.95					23,240.95
PAY GRADE 2	20,099.80	20,658.13	21,216.45	21,774.78	22,333.11					22,333.11
PAY GRADE 2A	21,439.78	22,035.33	22,630.88	23,226.42	23,821.97					23,821.97
PAY GRADE 3	20,030.01	20,602.29	21,174.58	21,746.87	22,319.15	22,891.44				22,891.44
PAY GRADE 3A	21,365.33	21,975.77	22,586.21	23,196.65	23,807.09	24,417.52				24,417.52
PAY GRADE 4	20,530.76	21,117.35	21,703.94	22,290.54	22,877.13	23,463.72				23,463.72
PAY GRADE 4A	21,899.47	22,525.17	23,150.86	23,776.56	24,402.26	25,027.96				25,027.96
PAY GRADE 5	21,044.03	21,645.29	22,246.54	22,847.80	23,449.06	24,050.32				24,050.32
PAY GRADE 5A	22,446.95	23,088.29	23,729.64	24,370.98	25,012.32	25,653.66				25,653.66
PAY GRADE 6	21,570.13	22,186.42	22,802.71	23,419.00	24,035.29	24,651.57				24,651.57
PAY GRADE 6A	23,008.13	23,665.50	24,322.88	24,980.25	25,637.63	26,295.00				26,295.00
PAY GRADE 7	22,109.38	22,741.08	23,372.77	24,004.47	24,636.17	25,267.86				25,267.86
PAY GRADE 8	22,662.12	23,309.60	23,957.09	24,604.58	25,252.07	25,899.56				25,899.56
PAY GRADE 8A	24,172.91	24,863.57	25,554.22	26,244.88	26,935.53	27,626.19				27,626.19
PAY GRADE 9	23,228.67	23,892.34	24,556.02	25,219.70	25,883.37	26,547.05				26,547.05
PAY GRADE 10	23,809.39	24,489.65	25,169.92	25,850.19	26,530.46	27,210.73				27,210.73
PAY GRADE 11	23,707.34	24,404.62	25,101.89	25,799.17	26,496.44	27,193.72	27,890.99			27,890.99
PAY GRADE 12	24,300.03	25,014.74	25,729.44	26,444.15	27,158.86	27,873.56	28,588.27			28,588.27
PAY GRADE 13	24,907.53	25,640.10	26,372.68	27,105.25	27,837.83	28,570.40	29,302.98			29,302.98
PAY GRADE 14	25,530.22	26,281.11	27,032.00	27,782.88	28,533.77	29,284.66	30,035.55			30,035.55
PAY GRADE 15	26,168.47	26,938.13	27,707.79	28,477.46	29,247.12	30,016.78	30,786.44			30,786.44
PAY GRADE 16	26,033.78	26,822.68	27,611.59	28,400.49	29,189.39	29,978.29	30,767.20	31,556.10		31,556.10
PAY GRADE 17	26,684.63	27,493.25	28,301.88	29,110.50	29,919.13	30,727.75	31,536.38	32,345.00		32,345.00
PAY GRADE 18	27,351.74	28,180.58	29,009.42	29,838.26	30,667.11	31,495.95	32,324.79	33,153.63		33,153.63
PAY GRADE 19	27,185.97	28,035.54	28,885.10	29,734.66	30,584.22	31,433.78	32,283.34	33,132.91		33,132.91
PAY GRADE 20	27,865.62	28,736.42	29,607.23	30,478.03	31,348.83	32,219.63	33,090.43	33,961.23		33,961.23
PAY GRADE 20A	29,723.32	30,652.17	31,581.03	32,509.88	33,438.73	34,367.59	35,296.44	36,225.30		36,225.30
PAY GRADE 21	28,562.26	29,454.84	30,347.41	31,239.98	32,132.55	33,025.12	33,917.69	34,810.26		34,810.26
PAY GRADE 22	29,276.32	30,191.21	31,106.09	32,020.98	32,935.86	33,850.75	34,765.63	35,680.52		35,680.52
PAY GRADE 23	30,008.23	30,945.99	31,883.74	32,821.50	33,759.26	34,697.01	35,634.77	36,572.53		36,572.53
PAY GRADE 24	30,758.43	31,719.64	32,680.84	33,642.04	34,603.24	35,564.44	36,525.64	37,486.84		37,486.84
PAY GRADE 25	31,527.40	32,512.63	33,497.86	34,483.09	35,468.32	36,453.55	37,438.78	38,424.01		38,424.01
PAY GRADE 26	32,315.58	33,325.44	34,335.30	35,345.17	36,355.03	37,364.89	38,374.75	39,384.61		39,384.61
PAY GRADE 27	33,123.47	34,158.58	35,193.69	36,228.80	37,263.90	38,299.01	39,334.12	40,369.23		40,369.23
PAY GRADE 28	33,951.56	35,012.54	36,073.53	37,134.52	38,195.50	39,256.49	40,317.47	41,378.46		41,378.46
PAY GRADE 29	34,800.35	35,887.86	36,975.37	38,062.88	39,150.39	40,237.90	41,325.41	42,412.92		42,412.92
PAY GRADE 30	35,670.35	36,785.05	37,899.75	39,014.45	40,129.15	41,243.85	42,358.55	43,473.24		43,473.24
PAY GRADE 31	36,562.11	37,704.68	38,847.25	39,989.81	41,132.38	42,274.94	43,417.51	44,560.08		44,560.08
PAY GRADE 32	37,476.17	38,647.30	39,818.43	40,989.56	42,160.69	43,331.82	44,502.95	45,674.08		45,674.08

All pay grades are 37.5 hours per week unless identified with the letter A (which indicates 40 hours per week).

MISCELLANEOUS CONSIDERATIONS

- A. The classifications listed below will receive the additional monetary rate as indicated, when performing ADDITIONAL responsibilities:

Community Health Technician II (Pay Grade 5): \$.09 per hour

Custodian Groundskeeper - Senior (Pay Grade 11): \$.11 per hour

Radio Technician II - Leader (Pay Grade 25): \$.32 per hour

- B. The classification listed below is "grandfathered"; as such it has no salary range; the maximum rates, only, are shown:

Effective January 1, 1999

Laundry Helper II: \$ 23,677.94

SALARY AND INCREMENT SCHEDULE  
 EMPLOYEES REPRESENTED  
 PER MERC CASE NO. R91 F-152

M.S.U. EXTENSION SERVICES  
 (FORMERLY COOPERATIVE EXTENSION SERVICE)  
 Effective January 1, 1999

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	MAXIMUM
PROGRAM ASSISTANT	10.71	11.25	11.81	12.40	13.02	13.67	13.67
PROGRAM TECHNICIAN	9.03	9.48	9.96	10.45	10.98		10.98
PROGRAM AIDE	6.85	7.19	7.55	7.93			7.93
TYPIST CLERK I	10.23	10.52	10.82	11.11	11.40	11.69	11.69
TYPIST CLERK II	10.49	10.79	11.09	11.39	11.69	11.99	11.99

NOTE: EMPLOYEES LISTED ABOVE ARE ELIGIBLE TO MOVE TO NEXT INCREMENT STEP AFTER COMPLETING 979 HOURS OF WORK

MARTHA T. BERRY MEDICAL CARE FACILITY  
 Effective January 1, 1999

	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
LAUNDRY HELPER (P.T.)	8.52	9.02	9.52	10.02	10.02
NURSE AIDE (P.T.)	8.73	9.24	9.75	10.27	10.27
DIETARY AIDE (P.T.)	8.73	9.24	9.75	10.27	10.27
WARD CLERK (P.T.)	8.70	9.21	9.72	10.23	10.23
HOUSEKEEPER (P.T.)	8.52	9.02	9.52	10.02	10.02
CUSTODIAN (P.T.)	9.84	10.42	11.00	11.58	11.58

NOTE: EMPLOYEES LISTED ABOVE ARE ELIGIBLE TO MOVE TO NEXT INCREMENT STEP AFTER COMPLETING 1,044 HOURS OF WORK

FACILITIES & OPERATIONS:

- \* Clerical
- # Custodian I
- Custodian II
- Custodian Leader
- Custodian Groundskeeper
- Custodian Groundskeeper, Senior
- # Housekeeper I
- Housekeeper II
- Inventory Specialist
- Materials Processor
- # Security Guard
- Security Guard Leader
- # Shop Helper

FINANCE (Includes Audit and Reimbursement):

- \* Clerical
- Account Clerk IV (Part-time)
- Payroll Specialist
- Reimbursement Assistant

HEALTH:

- \* Clerical
- Community Health Technician I
- Community Health Technician II
- # Dental Assistant
- Dental Assistant, Senior
- Morgue Attendant
- X-Ray Technician/Clerk I
- X-Ray Technician/Clerk II

HUMAN RESOURCES:

- \* Clerical

LIBRARY:

- \* Clerical
- # Clerk/Driver (Part-Time)
- # Delivery Person
- Library Cooperative Aide

MANAGEMENT INFORMATION SYSTEMS:

- \* Clerical

MARTHA T. BERRY:

- \* Clerical
- # Central Supply Clerk
- Certified Occupational Therapy Assistant
- Certified Recreational Therapist
- Cook
- Cook Helper
- Cook Leader
- # Custodian
- Custodian (Part-Time)
- # Dietary Aide
- Dietary Aide (Part-Time)
- # Housekeeper I
- Housekeeper II
- Housekeeper (Part-Time)
- # Laundry Helper
- Laundry Helper (Part-Time)
- Medical Lab Technician
- Medical Lab Technologist
- Nurse Aide
- Nurse Aide (Part-Time)
- Nurse Aide, Restorative
- # Seamstress
- # Stores Clerk
- Therapy Aide II
- Therapy Aide III
- Ward Clerk
- Ward Clerk (Part-Time)
- # Washer Extractor

PARKS & RECREATION:

- \* Clerical  
Park Aide I
- Park Aide II
- Park Worker (Part-Time)
- Park Worker-Leader (Part-Time)

PROSECUTING ATTORNEY:

- \* Clerical  
Data Systems Clerk

PUBLIC WORKS COMMISSION (Includes Pumping Station):

- \* Clerical  
Drain Account Specialist
- # Engineering Technician
- # Inspector
- # Station Operator

PURCHASING:

- \* Clerical  
Assistant Inventory Services Clerk  
Assistant Multigraph Operator-Clerk  
Co-op Clerk (Part-time)  
Inventory and Delivery Clerk
- Inventory Services Coordinator
- # Mail Service Clerk
- # Microfilm Operator Clerk  
Multigraph Operator  
Telecommunications Aide

SHERIFF:

- \* Clerical  
Auto Mechanic  
Civil Division Specialist

TREASURER:

- \* Clerical  
Accountant I  
Cashier I  
Cashier II
- Draftsperson Technical Writer III  
Draftsperson Technical Writer IV

VETERANS AFFAIRS:

- \* Clerical  
Counselor

APPENDIX C

SUPPLEMENT TO MASTER AGREEMENT

A COMMUNITY MENTAL HEALTH:

1. Layoff and Recall:

- a. When employees are laid off due to a reduction in the work force, such employees may bump the least senior employee in an equal or lower salary coded classification within the represented department under the following condition:

Employees may petition for inclusion on additional seniority lists of any classification with a salary code equal to or lower than the classification they occupy. Approval for such a petition shall be based on the employee's demonstrated ability to meet the minimum qualifications for that classification.

- b. In the event that an employee is eligible for recall to a lower salaried classification and given a vacancy in such a classification, that employee will have the right of "first refusal" to that position. In the event that the employee does not wish to return to work in a lower salaried classification, he/she may refuse recall to the position. Such a refusal shall not constitute forfeiture of seniority rights or recall rights.

In the event an employee agrees to return to work in a lower salaried classification, he/she shall maintain recall rights to his/her previous or an equal salary-coded classification for which he/she qualifies. These rights shall be forfeited only as defined in the Master Agreement.

2. Compensatory Time:

Professional employees (Pay Grade 19 and above) in the Community Mental Health Department will not be compensated for work in excess of their normal work schedule, but when such work is necessary to cover a program or meet emergency needs, the following policy shall apply:

Policy:

Employees in Pay Grade 19 and above will receive compensatory time in lieu of overtime which will be earned at the rate of straight time for time worked between 37.5 and 40 hours per week. For time actually worked in excess of 40 hours per week, compensatory time will be earned at the rate of time and one-half.

In complying with the criteria set forth in the Fair Labor Standard Act, time worked up to 37.5 hours must be hours accumulated in actual work performance. Time may not be supplemented with any hours away from actual work such as sick time, holidays, annual leave or compensatory time use.

Procedures:

The following procedures will apply to the accrual and use of compensatory time:

- (1) Compensatory time will be accrued based upon prior written approval of the Supervisor. In cases where prior written approval can not be obtained, employees may request compensatory time, subject to written approval of the Supervisor.
- (2) All compensatory time both accrued and used will be entered on the employee's attendance report.
- (3) Records of Compensatory Time will be kept by the Supervisor.
- (4) It should be the responsibility of the Supervisor to assure that compensatory time is used within the next two bi-weekly pay periods. Time not used within that period will be forfeited unless an exception is approved. Approval of such exceptions to this requirement may be made by the Agency Supervisor upon receipt of acceptable justifying rationale.

3. Classification Descriptions:

Management prior to initiating a revision(s) in a classification description, will provide the employee with consultation and discussion with regards to the revision(s) and the rationale for such revision(s).

4. On-Call Pay:

Effective January 1, 1991, on-call pay to eligible Community Mental Health employees will be made, in the amount of \$506 annually. Payment in cash is to be made by the first Friday following the first December pay period. Payments are limited to eligible employees in Community Placement Program, Life Consultation Center, Youth Services -Southwest and Youth Services - North who received said payment in 1991, or their replacements. Payments will be prorated if eligible employees do not perform the qualifying functions for the entire year.

5. Community Mental Health is authorized to contract with a person to conduct case management so that Medicaid revenue can be generated. The position will be established at thirty (30) hours per week; it shall be reviewed at the end of each calendar year, and, the Union will be notified at the end of each year as to the positions status, for concurrence.
6. The Employer and the Union agree to establish a joint labor/management committee for the purpose of discussing certain Community Mental Health Department issues. The Parties recognize that the sole authority of this committee is to make recommendations to the Community Mental Health Department and that all agenda items shall be limited to non-economic issues. Issues to be discussed shall be placed on the agenda by mutual agreement, only. Members of the Committee shall be limited to three (3) representatives of the Employer and three (3) representatives of the Union. This Committee was established during the term of the 1995-1996 Collective Bargaining Agreement, and has been extended, only, through the term of the 1997-1999 Collective Bargaining Agreement.

7. For vacancies occurring in the Community Mental Health Department at Pay Grade 19 and above, employees applying for a lateral transfer shall receive preference over employees applying for a promotion. Prior to applying for the lateral transfer, employees must meet the privileging and credentialing requirements of the vacancy as determined by the Community Mental Health Department. For the purposes of this Appendix C., Section A.7. provision only, a lateral transfer shall be defined as a change in assignment within the same classification, within the Community Mental Health Department. The granting of a request for a lateral transfer shall be based on an employee's seniority in his/her current classification.
8. For purposes of Departmental Seniority, Community Mental Health employees shall have their departmental seniority dates adjusted to the dates they entered employment in the Department, as provided in Article 25.A.4. of the Master Agreement.

B. EQUALIZATION DEPARTMENT - Appraisers:

Certification: When filling a vacant Appraiser I position, an employee will be sought that should have, or be willing to obtain a level of certification within a reasonable length of time. The Appraiser I classification will be the position filled under this condition with promotion to upper classifications based on Certification level attained.

C. FACILITIES AND OPERATIONS:

1. Temporary Custodian Leader: An additional ten cents (\$.10) per hour shall be paid to a Custodian in the County Building serving in the capacity of Leader and shall be paid only in the absence of the regularly assigned Custodian Leader. Designation of such substitute Leaders shall be on the basis of length of service and willingness to serve.
2. Shift Premium: Shift Premium shall be paid only to employees in the classification of Security Guard. Shift premium shall be paid according to the following provisions and terms:
  - a. Effective January 1, 1991, eligible employees working the afternoon and midnight shift shall receive premium pay at a rate of \$.15 per hour for actual hours worked.
  - b. Effective January 1, 1992, for the purpose of this section, only the following shifts qualify:

Afternoons:	shifts that normally begin on or after 11:00 a.m.
Midnights:	9:00 p.m. to 5:30 a.m.
  - c. Shift premium shall be paid in accordance with the starting time of the employees' regular shift. Examples: An employee who begins work on the midnight shift (regular shift) and works over into the day shift, would receive midnight shift premium for all hours worked (including the time on the day shift). An employee who begins work on the day shift (regular shift) and works over into the afternoon shift would receive no shift premium for the afternoon shift hours worked.

3. Custodians II and Housekeeper II at Facilities and Operations, will be allowed to bid on building sites by seniority. The list of sites will be developed and posted annually for implementation on January 1, of each year. Non-routine assignments are exempt from this procedure. The County can make assignments for mid-year vacancies.
4. Security Guards at Facilities and Operations, will be allowed to bid on shifts by seniority. The list of shifts will be developed and posted annually for implementation on January 1, of each year. Non-routine assignments are exempt from this procedure. The County can make assignments for mid-year vacancies.

D. LIBRARY:

1. Insurance Benefits:

- a. Regularly scheduled part-time employees who work fifteen (15) or more hours per week, but less than thirty (30) hours, will receive Group Hospital-Medical, Optical, Dental and/or Group Life Insurance coverage, as applicable according to the following pro-rated formula.
- b. The County will pay 6.5% of the premium cost of Group Hospital-Medical, Optical, Dental and/or Group Life Insurance coverage, as applicable, for each hour worked beginning with the fifteenth (15th) hour worked within the employee's work week.

EXAMPLE

<u>Regularly scheduled hours per week worked</u>	<u>Percent of premium cost to be paid by Macomb County</u>
15	6.5%
16	13.0%
17	19.5%
18	26.0%
19	32.5%
20	39.0%
21	45.5%
22	52.0%
23	58.5%
24	65.0%
25	71.5%
26	78.0%
27	84.5%
28	91.0%
29	97.5%
30	100.0%

- c. Regularly scheduled part-time employees who work less than fifteen (15) hours per week shall NOT be eligible for Group Hospital-Medical, Optical, Dental and/or Group Life Insurance coverage.
2. Employees hired ON OR AFTER January 1, 1969, shall receive Fringe Benefits, in accordance with applicable County Ordinances and/or Policy.

3. Scheduling For Saturday Operations:

It is understood and agreed that regular full-time and part-time employees normally scheduled Monday through Friday, may at the discretion of the Employer, in accordance with seniority and qualifications to perform the necessary assignments, have their regular schedule altered so as to cover Saturday operation of the Library with no additional costs to the County due to overtime payments.

4. Holiday Schedules And Provisions:

a. The County Library will be closed and employees who qualify shall be granted time off with pay for the following holidays:

- |     |                  |                     |
|-----|------------------|---------------------|
| (1) | New Year's Day   | December 24th       |
|     | Memorial Day     | Christmas Day       |
|     | Independence Day | December 31st       |
|     | Labor Day        | and                 |
|     | Thanksgiving Day | 1/2 Day Good Friday |

- (2) Employees normally scheduled to work the above referenced holidays will receive the day off with pay. An employee not normally scheduled to work that holiday will receive compensatory time off at straight time pay in accordance with established Library Policy. Example: An employee normally scheduled to work Monday through Friday, shall receive compensatory time off as stated herein, whenever the holiday falls on Saturday.

b.

- (1) The Library will be open and employees who are scheduled and actually perform work on the following holidays will receive compensatory time off at straight time, in accordance with established Library Policy. All other eligible employees will be granted time off with pay for the holidays designated herein. If any of these holidays fall on Saturday or Sunday those employees normally scheduled to work Monday through Friday will receive compensatory time off in accordance with established Library Policy.

- (2) The Library shall remain open on the following holidays:

Martin Luther King Jr. Day	Day AFTER Thanksgiving
Presidents' Day	Floating Holiday
Columbus Day	General Election Day (observed
Veterans' Day	in EVEN numbered years only)

- (3) Any employee not wishing to work any of the holidays listed in 4.b(2) above, shall be required to turn in a Schedule Change for the day requested.

c. Employees who are provided compensatory time-off at straight time pay, as provided for in paragraphs 4.a(2) and 4.b(1), above, shall be required to take the actual compensatory time only in the same blocks of time that the hours were earned. For example, a full-time employee, who earns 7 1/2 hours of compensatory time for working on a holiday in which the Library remains open, shall be required to take all of the 7 1/2 hours of compensatory time at one time.

d.

- (1) Regularly scheduled part-time employees shall receive pro-rated holiday benefits in accordance with established Library policy. Such part-time employees shall not be given the full seven and one-half (7 1/2) hours as paid holiday time. They will receive compensatory time off through a formula that provides for the same fraction of a full work day (7 1/2) hours, that their total hours of pay represent of a full-time pay period (75 hours). Example: If a regularly scheduled part-time employee works fifty (50) hours per pay period, the employee would be working 50/75 or 2/3rds of seven and one-half (7 1/2) hours, which is five (5) hours.
- (2) This procedure for determining holiday benefits for regularly scheduled part-time employees, will require some rescheduling of the affected employees by their respective Division Heads.

E. MARTHA T. BERRY MEDICAL CARE FACILITY:

1. Scheduling Annual Leave:

Employees may request vacation any time of the year and shall be entitled to choose either a split vacation or take their entire vacation at one time, provided that the time chosen, is agreeable to the Department Supervisor. Seniority shall be the prevailing factor in determining conflicting desires in accordance with the following procedure:

- a. Employees may make application to the Supervisor for vacation time off in writing in the month of February of each year, indicating at least a first and alternate choice.
- b. In the event that more employees apply for time off than can be spared at a given time, seniority will be the basis for resolving priority of applications.
- c. If the Supervisor is able to grant the request the employee will not personally be notified. If the Supervisor is not able to grant the request the employee will be notified and will be given an opportunity to alter his/her request.

The initial schedule of approved requests will be posted by April 1. The completed vacation schedule will be posted by April 15. Approved vacation time off will not thereafter be cancelled or changed without the mutual consent of the Employer and employee.

- d. All requests for vacation made after the last day of February will be handled on a first come, first served basis and seniority will not be a prevailing factor.
  - e. It is understood and agreed the aforementioned does not restrict management's right to limit the number of employees on vacation at any given time to assure the best interests of the patients served.
2. For Probationary Period purposes only, part-time employees who are subsequently hired as full-time employees shall have their time worked as part-time employees count toward their probationary period on a pro-rata basis. For purposes of fringe benefit eligibility and accrual, the date of full-time employment shall be used as the date of entry into County employment.

3. Shift Premium: Shift Premium shall be paid only to employees in the classifications of Nurse Aide and Dietary Aide. Shift premium shall be paid according to the following provisions and terms:
  - a. Effective January 1, 1991, eligible employees working the afternoon and midnight shift shall receive premium pay at a rate of \$.15 per hour for actual hours worked.
  - b. Effective January 1, 1992, for the purpose of this section, only the following shifts qualify:
 

Afternoons:	shifts that normally begin on or after 11:00 a.m.
Midnights:	11:00 p.m. to 7:00 a.m.
  - c. Shift premium shall be paid in accordance with the starting time of the employee's regular shift. Examples: An employee who begins work on the midnight shift (regular shift) and works over into the day shift, would receive midnight shift premium for all hours worked (including the time on the day shift). An employee who begins work on the day shift (regular shift) and works over into the afternoon shift would receive no shift premium for the afternoon shift hours worked.
4. Part-time Nurse Aides at Martha T. Berry, after they have completed the equivalence of one (1) year of service, shall be allowed to bid on full-time Nurse Aide openings when they are to be filled and no full-time Nurse Aide has indicated an interest in the shift where the opening has occurred. If more than one (1) part-time Nurse Aide bids on said opening, classification seniority, attendance record and work performance shall be used to determine the person who is to receive the promotion.

F. PUBLIC WORKS INSPECTORS AND 8 1/2 MILE PUMP STATION OPERATORS:

Worker's Compensation:

1. Worker's Compensation benefits, as outlined in Article 32, Worker's Compensation, Section 8. shall be provided for employees covered by this Supplemental Agreement, except as hereinafter amended.
2. For Field personnel and inside personnel (when assigned to "field duties") Sick Days compensated for under the Worker's Compensation provision shall not be deducted from the employee's Sick Leave Bank.

G. EMERGENCY SERVICES AND COMMUNICATIONS:

1. Stand-by Service Compensation: Employees who are scheduled for and accept stand-by service assignment shall receive compensation as follows:
  - a. Employees scheduled on stand-by for the hours of 8:30 a.m. Saturday to 8:30 a.m. Sunday shall receive 4.0 hours of pay at the employee's straight time regular rate.
  - b. Employees scheduled on stand-by for the hours of 8:30 a.m. Sunday to 8:30 a.m. Monday, shall receive 4.0 hours pay at the employee's straight time regular rate.
  - c. Employees scheduled on stand-by for any Holiday falling on other than Saturday or Sunday, shall receive 4.0 hours pay at the employee's straight time regular rate.

- d. Employees actually called for service while on stand-by shall receive one and one-half (1 1/2) of regular hourly rate of pay for the time worked while on service call. The stand-by allowance of 4.0 hours outlined herein shall NOT be deducted from such overtime service call pay.
  - e. NO stand-by payment shall be made for week nights, Monday through Friday. Actual calls however, shall be paid at one and one-half (1 1/2) time of regular hourly rate of pay and a minimum of two (2) hours shall be allowed for each night call.
2. Reclassification: Technician I who shall have completed four (4) years of service in that classification shall be reclassified as Technician II.

H. SHERIFF DEPARTMENT:

Shift Premium: Shift premium shall be paid according to the following provisions and terms

- a. Effective January 1, 1991, shift premium shall be paid only to employees in the classification of Telephone Operator working the afternoon and midnight shift at a rate of \$ 15 per hour for actual hours worked.

Effective April 1, 1996, shift premium shall be paid to all other eligible clerical employees working the afternoon and midnight shift at a rate of \$ 15 per hour for actual hours worked.

- b. For the purpose of this section, only the following shifts qualify:

Afternoons:	7:00 p.m. to 11:00 p.m.
Midnights:	11:00 a.m. to 7:00 a.m.

- c. Shift premium shall be paid in accordance with the starting time of the employee's regular shift. Examples: An employee who begins work on the midnight shift (regular shift) and works over into the day shift, would receive midnight shift premium for all hours worked (including the time on the day shift). An employee who begins work on the day shift (regular shift) and works over into the afternoon shift would receive no shift premium for the afternoon shift hours worked.

I. VETERANS AFFAIRS OFFICE:

- 1. Service Dues: The Employer agrees to pay "service dues" of \$2.50 per year.
- 2. Mileage: The Employer agrees to pay mileage for attending Veterans of Foreign Wars Service Office School of instruction.

**LETTER OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL 411  
AND  
COUNTY OF MACOMB**

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RE: Union Release Time For Local President

- A. The County and the Union agree that for the duration of this Agreement, to which this Letter of Understanding is attached, the President of this Local Union covered by the Master Agreement shall be permitted to devote one-half of his/her County-paid time to various Union duties and responsibilities, subject to the following conditions:
1. In the event the Local Union jurisdictional structure is reorganized or new locals are established, County-paid time shall not be afforded to any additional Presidents unless otherwise mutually agreed upon by the County and the Union.
  2. The name of the President of the Local covered by this Letter of Understanding shall be certified in writing to the Director, Human Resources by the Staff Representative of Council 25, and any subsequent changes shall be certified in like manner and shall include the effective date of each change.
  3.
    - a. The Local Union President shall work one-half of his/her time solely on matters pertaining to his/her respective Local Union. Other members of the Local Union shall not be allowed to utilize the President's Union release time, except as provided in paragraph A.3.b. Whenever the Local Union President wishes to visit a County work site to discuss a Union matter with an employee, a Steward or with the Employer, the Local Union President shall notify and get permission from the affected Department Head or immediate Supervisor. The County may provide a pager to the Local President, at the County's expense. If said pager is provided, the Local President shall carry and respond to all transmissions made by the County during the Local President's regular work schedule.
    - b. In the event of an absence of the Local President lasting more than thirty (30) calendar days, the Local Vice-President shall be permitted the same Union release time that is normally afforded to the Local President when he/she is not absent. The Staff Representative of Council 25 shall notify the Director, Human Resources in writing that the Local Vice-President is to assume the duties of the Local President during his/her absence. In this circumstance, the Vice-President will be allowed the same union release time as afforded the President through this Letter of Understanding.
    - c. Local Vice-President: In the absence of the Local President lasting thirty (30) calendar days or less, the Local Vice-President shall be permitted a maximum of two (2) hours per day for every day of absence of the Local President during his/her regular work schedule and without loss of time or pay. Said time shall be solely for the purpose of investigating and presenting grievances to the Employer that have been referred to the Local President. A greater period of time may be permitted by authorization in writing from his/her immediate Supervisor or Department Head.
  4. In addition to the time allotted to the Local President, as specified in Paragraph A.3.a. above, the President will also be allowed to conduct Union business on County-paid time when:

- a. The President is contacted by the Director, Human Resources or by a Department Head regarding a Local 411 matter.
- b. An emergency situation arises and the President and the Director, Human Resources or designee agree that such an emergency exists:
- c. The President is sent by the Local to the following Union Conventions:
- (1) International Conventions held in even-numbered years.
  - (2) Council 25 Conventions held in odd-numbered years.
- d. Negotiating sessions are scheduled.
5. The Local President must follow the normal procedures for notification to his/her Department Head or designee whenever he/she shall not be on duty for regular County business.
- B. The compensation for the Local President, qualifying above, shall be the obligation of the County and shall be administered subject to and in accordance with the following:
- 1. The Local President shall be paid a salary equivalent to the straight time bi-weekly rate which he/she would have received had he/she not assumed his/her elected position. His/her salary shall be adjusted in accordance with Appendix A of this Agreement. Said salary shall be full compensation for all duties performed as a Union President and as a County employee during a regularly scheduled pay period. Any compensation by the Local to the Union President shall be in addition to the provisions of this paragraph.
  - 2. The County will provide fringe benefits in the same manner and to the same extent as other employees covered by this Agreement.
  - 3. Any expenses (including the use of automobiles) incurred by the President in the performance of his/her duties shall not be the responsibility of the County.
- C. One of the primary purposes of the Letter of Understanding is to promote labor harmony between the County and its employees. When necessary either Party may request a Special Conference to achieve this end. If circumstances warrant immediate attention, the Parties will meet as soon as possible after the request is made.
- D. Except as specifically stated above, the Union agrees to reimburse the County for all legal liabilities, if any, assessed against the County in the event that an AFSCME Local 411 President incurs such liability when functioning in duties or areas unrelated to his or her Local Presidency.

FOR THE UNION:

*Sileen Kitta*  
*Joyce E. Compo*

FOR THE COUNTY OF MACOMB

*[Signature]*

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

LETTER OF UNDERSTANDING  
between  
AFSCME LOCAL #411  
and  
COUNTY OF MACOMB

RE: Uniform Allowance and Cleaning

- A. For the term of this Agreement the Parties have agreed to the following annual uniform allowances:

Martha T. Berry M.C.F.

Custodians and Stores Clerk

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

Housekeepers

- 3 tops (their choice of long or short sleeved)
- 3 pair of slacks
- or they may choose a dress in lieu of one (1) top and one (1) pair of slacks

Dietary and Laundry

- uniforms will be issued as needed

Nurse Aide

- 4 uniforms
- do not have to turn in old uniforms
- uniforms to be turned in only if a different size is required
- employee is responsible for maintaining uniforms

The following classifications shall have laboratory coats provided as needed:

- Ward Clerk
- Laboratory Clerk
- Medical Laboratory Technician
- Therapy Aides
- Central Supply Clerk

Health Department

Community Health Technicians and Dental Assistants

- laboratory coats provided as need

Facilities and Operations

Custodians and Shop Helper

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants (their choice to have shorts)
- 1 pair of coveralls
- 1 raincoat with hood provided to those employees who work outdoors

#### Housekeepers

- 3 tops (their choice of long or short sleeved)
- 3 pair of slacks (or their choice of A line skirt)
- or they may choose a dress in lieu of one (1) top and one (1) pair of slacks

#### Security Guards

- 3 shirts (their choice of long or short sleeved, all cotton or cotton poly blend)
- 3 pair of slacks (or their choice of A line skirt)
- 2 blazers; to be replaced as needed
- 1 winter jacket; to be replaced as needed
- winter hat and gloves as needed

#### Parks and Recreation

The following will be provided to employees at time of hire and will be replaced as needed:

- 4 work shirts (their choice of long or short sleeved)
- 3 pair of pants
- 3 golf shirts
- 1 coverall
- 1 jacket
- 1 raincoat with hood
- 1 bib overall

#### Pumping Station

Station Operators shall be provided the following:

- 4 shirts (their choice of long or short sleeved)
- 4 pair of pants
- coveralls as needed

#### Purchasing

##### Central Stores

###### Inventory Service Coordinator

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

###### Assistant Inventory Service Clerk

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

###### Inventory and Delivery Clerk

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

##### Mail Services Employees

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants (their choice of long or short)

Print Shop Employees

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

B. Uniforms may be cleaned at County expense at the Martha T. Berry, M.C.F. Uniforms cleaned elsewhere are at the expense of the employee. Security Guard blazers and winter jackets will be cleaned at the County's expense, and in accordance with County procedures.

FOR THE UNION:

Ellen Keith

John W. Allen

FOR THE COUNTY:

William J. Smith

Dated: 10/11/96

LETTER OF UNDERSTANDING

between

COUNTY OF MACOMB

and

AFSCME LOCAL 411

RE: Conditions of Employment for Certain Part-Time Employees

The Parties agree that, due to such recognitions as MERC Certification R91 F-152 (recognizing certain part-time employees of Martha T. Berry Medical Care Facility and MSU Extension Services) and MERC Certification R91 K-248 (recognizing certain part-time employees of the Parks and Recreation Department), it may not be clear by reading the labor agreement, what conditions of employment apply to these employees.

In view of this, the following Articles and provisions do not apply to these employees: Regular Employee Defined; New Employee - Increments - Temporary Assignment, Paragraphs B & C; Sick Leave; Accumulated Sick Leave Payoff; Bereavement Leave; Annual Leave; Leave of Absence; Insurance Benefits; Longevity; Jury Duty; Seniority; Job Openings; C.O.L.A.; Snow Day Policy; Holiday Pay; Worker's Compensation; Regular Work Schedule; Overtime; Appendix A; Letter of Understanding on Uniform Allowance & Cleaning.

FOR THE UNION:

FOR THE COUNTY OF MACOMB:

Elean Keith

William M. Israel

John S. Eller

Dated: 10/11/96

LETTER OF UNDERSTANDING

between

COUNTY OF MACOMB

and

AFSCME LOCAL 411

RE: City of Detroit Income Taxes

The County agrees to allow members who reside in the City of Detroit to opt to have their city income taxes withheld by a payroll deduction.

FOR THE UNION:

FOR THE EMPLOYER:

Eileen Keith

William M. Jones

J. W. Ellis

Dated: 12/1/96



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