

**AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**T.P.O.A.M.**

**representing**

**Certain Employees at Family Court, Friend of the Court,  
Juvenile Justice Center and Prosecuting Attorney**

January 1, 2008  
through  
December 31, 2010

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## **AGREEMENT**

### **T.P.O.A.M.**

This Agreement entered into on the first day of January, 2008, between the 16<sup>th</sup> Judicial Circuit Court, and the County of Macomb along with the County's Co-employers the Macomb County Prosecuting Attorney, hereinafter collectively referred to as the Employer, and T.P.O.A.M.-Circuit Court Officers and Professionals Association, hereinafter referred to as the Union, on behalf of all regular employees of the duly recognized and clearly defined collective bargaining units, as set forth in Article 2, Recognition.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees and the T.P.O.A.M.

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

To these ends, the Employer and the T.P.O.A.M. encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **NON-DISCRIMINATION**

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

### **ARTICLE 1**

#### **STRIKES AND LOCKOUTS PROHIBITED**

The Parties hereto recognize that it is essential for the health, safety and public welfare of the County that services to the public be without interruption and that the right to strike is forbidden by the Statutes of the State of Michigan. Any employee guilty of engaging in a slowdown, work stoppage, or strike, shall be subject to disciplinary action up to and including discharge.

The Employer agrees that it shall not lock out its employees.

### **ARTICLE 2**

#### **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for the term of this Agreement for all employees described in MERC Case No. R09 B-014, provided it is agreed and understood that the County of Macomb does not, by entering into this Agreement, purport to assume control or exercise jurisdiction in those areas where statutory and constitutional powers have been exclusively vested in County or State elected and/or appointed officials.

### **ARTICLE 3**

#### **UNION SECURITY**

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

### **ARTICLE 4**

#### **CHECKOFF AND REMITTANCE OF DUES AND FEES**

- A. Upon written authorization from each employee, the Employer shall deduct from the wages of each, all fees and dues as are prescribed by the Union and/or this Agreement. Each employee and the Union hereby authorize the Employer to rely upon and to honor written certification by the Treasurer of the Union of the amounts to be deducted. Such deduction under all properly executed authorizations shall become effective at the time application is signed by the employee.
- B. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment.

- C. The Employer shall advise the Union of all new hires each forty-five (45) days.
- D. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- E. The Union will, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 3, Union Security, and this Article 4, Checkoff and Remittance of Dues and Fees.

**ARTICLE 5**

**REPRESENTATION**

- A. The Union shall notify the Employer in writing of the name(s) of the Officers and Stewards of its various bargaining units. In the event there is a change in a Union President or Steward(s), the Union shall inform the Employer forty-eight (48) hours prior to such Union President or Steward(s) taking over his/her duties.
- B. The Employer agrees to recognize one (1) President and two (2) Stewards for the bargaining unit. (Two (2) stewards based on the following districts: 1 – Family Court/Juvenile Justice Center/Probate Court; 1 – Prosecuting Attorney/Friend of the Court).
- C. Stewards shall be permitted a maximum of one (1) hour per day during their working hours, without loss of time or pay, for the purpose of investigating and presenting grievances to the Employer. A greater period of time may be permitted by prior authorization from their immediate Supervisor or the Department.
- D. The Union President shall be permitted a maximum of two (2) hours per day during working hours, without loss of time or pay, for the purpose of conducting labor relations related union business to include, but not limited to, investigating grievances referred to the Union President. A greater period of time may be permitted by prior authorization from their immediate Supervisor or the Department.
- E. Bargaining Committee:
  - 1. The Bargaining Committee shall be comprised of two (2) local union members and a T.P.O.A.M. representative.
  - 2. The Bargaining Committee shall be released from regular duty and compensated for all time spent negotiating during the member's regular work schedule.

**ARTICLE 6**

**WAGE RATES FOR NEW CLASSIFICATIONS**

When a new classification is established by the Macomb County Board of Commissioners that is to be placed in the bargaining unit, the Employer shall place the new classification in the Wage Schedule that is found in Appendix B. If the Union does not agree with the Wage Schedule that was assigned by the Employer, the Union may submit the assignment of the Wage Schedule to the Grievance Procedure at the Third Step.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes, including but not limited to dismissals, suspensions, demotions and other disciplinary actions of any type 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. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after the occurrence of the alleged event causing the grievance in the following manner:

#### **Step 1:**

The employee must first discuss the specific grievance with his/her immediate Supervisor. A Steward or Union President 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.

#### **Step 2:**

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, position and department of the grievant, a clear and concise statement of the grievance, the relief sought, the date the incident or violation took place, the specific section(s) of the Agreement, if any, alleged to have been violated, the signature of the Steward or Union President 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 or Union President.

#### **Step 3:**

If the grievance is not settled at Step 2, such grievance may be submitted by the Steward or Union President to the Director, Human Resources or their designee, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Union President or Steward. A grievance number shall be assigned 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. A Grievance Committee, composed of the Union President, the Steward, the Director, Human Resources or their designee and the Department Head or their designee shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Union President's written request. An officer of T.P.O.A.M. may be present at the Step 3 meeting. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

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



Step 4:

If the grievance is not settled at Step 3, the T.P.O.A.M. Executive Representative may schedule a meeting with the Grievance Committee within ten (10) days of the Employer's written answer to the Step 3 meeting to attempt to resolve the grievance.

Step 5:

If the grievance is not resolved at Step 3 or Step 4, if invoked, the Union President or designee has thirty (30) days from the Step 3 answer or Step 4 answer, if invoked, to file a Notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources. If the Union President or designee fail to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.

- A. The Notice of Intent to Arbitrate shall identify the name of the Arbitrator selected by the procedure set forth below.
- B. All arbitration hearings shall be governed by the rules of the Federal Mediation and Conciliation Service, to the extent that those rules are not inconsistent with this Agreement.
- C. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
- D. 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, Wage Rates For New Classifications.
- E. 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.
- F. 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.
- G. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
- H. 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.
- I. The parties will bear their own expenses individually. The fees and approved expenses of the arbitrator shall be paid by the Party who does not prevail in the case as determined by the arbitrator. The arbitrator in his/her award shall designate the losing Party. In cases where there is no clear loser, the arbitrator shall so designate and the fees and expenses of the arbitrator shall be paid equally by the Parties. Neither party shall be responsible for the expense of witnesses called by the other.

## GENERAL CONDITIONS:

### A. Selection of the Arbitrator:

1. Within thirty (30) days of the written demand for arbitration, the party seeking arbitration shall notify one of the arbitrators from the permanent panel 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. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
3. 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.
4. If the Parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the Federal Mediation and Conciliation Service selection procedure.

B. Withdrawal Of Grievances: A grievance may be withdrawn and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within twenty (20) days from the date of withdrawal, the grievance shall not be reinstated.

C. 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.

D. 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 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.

E. Legal Rights: Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.

F. Time Limits: Time limits may be extended or shortened by mutual written consent of the Parties.

G. Days Defined: All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

H. Access to Records: 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, if applicable, the affected employee has authorized, in writing, the release of said information.

## **ARTICLE 8**

### **PROBATIONARY PERIOD**

- A. Probationary Period For New Employees: At the time of the commencement of employment with the Employer, all employees shall be required to successfully complete a probationary period; the length of said probationary period shall be 130 working days actually worked. During the probationary period of a new employee, s/he may be terminated at any time without the right of appeal or a statement of cause.
- B. Probationary Period For Promotions, Reclassifications And Transfers: Employees promoted, transferred or reclassified shall serve a probationary period of eighty (80) working days actually worked. Employees promoted, reclassified or transferred shall have the opportunity to return to their prior classification for the first thirty (30) working days actually worked of the probationary period. During the probationary period of an employee who has had a change in classification, promotion or transfer, the employee may be returned to his/her former classification at any time without the right of appeal or statement of cause. Such decision shall be within the sole discretion of the Employer.

## **ARTICLE 9**

### **EMPLOYEE DEFINED**

- A. Regular Full-Time Employee: A "Regular Full-Time Employee" is an individual who is employed to fill a full-time budgeted position which is identified in Article 2, "Recognition" and who is regularly scheduled to work at least thirty (30) hours per week for six (6) consecutive months. Such status as a regular full-time employee shall continue only so long as the foregoing standard in this Paragraph A. is complied with. Regular full-time employees are entitled to benefits as specifically outlined elsewhere in this Labor Agreement.
- B. A regular full-time employee who does not receive pay for an average of thirty (30) hours per week for six (6) consecutive months is no longer a regular full-time employee for all purposes of the Collective Bargaining Agreement, except for the Workers Compensation and Leave of Absence Articles.
- C. Regular Part-Time Employee: A "Regular Part-Time Employee" is an individual who is employed to fill a part-time budgeted position which is identified in Article 2, "Recognition" and who is regularly scheduled to work less than thirty (30) hours per week for six (6) consecutive months. Such status as a regular part-time employee shall continue only so long as the foregoing standard in this Paragraph B. is complied with. Regular part-time employees may be entitled to only those specific benefits as identified in an applicable Supplemental Agreement.

## **ARTICLE 10**

### **WAGE AND INCREMENT SCHEDULE**

Appendix B, Wage and Increment Schedule is attached to and is part of this Agreement.

## **ARTICLE 11**

### **WAGE INCREMENTS**

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 B 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 Human Resources Director shall be notified in writing by the Department Head of the reason(s) for such disapproval.

## **ARTICLE 12**

### **TEMPORARY ASSIGNMENT**

A regular employee temporarily assigned to a higher job 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 their current salary, whichever is greater. The employee temporarily assigned shall be eligible for increments every six (6) months, for as long as the employee is temporarily assigned, until the maximum salary for the temporary assignment is reached. Payment for such temporary assignment must be authorized in writing by the Department Head and approved by the Director, Human Resources before salary adjustment is made.

The procedure set forth in Article 11, Wage Increments, shall be utilized to approve or disapprove increments pursuant to this provision.

## **ARTICLE 13**

### **OVERTIME**

A. Probation Officers, Detention Diversion Workers, Guardianship Investigator, Vocational Counselor and Juvenile Justice Center Counselors may be scheduled to work overtime, pursuant to the following conditions:

1. The additional hours will be scheduled and worked at a given time, to be approved and determined by the Chief Judge, Macomb County Circuit Court and/or designee or Department Head, at the rate of time and one half (1 1/2), per hour for all work in excess of seven and one half (7 1/2) hours per day.

All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

2. An employee may request that she/he receive compensatory time, at straight time, in place of the time and one-half payment. This request may be granted or denied in the unfettered discretion of the Juvenile Division Administrator or designee or Department Head. In no event will compensatory time be granted for hours worked beyond forty (40) hours per week.
3. Employees will be required to abide by accountability procedures, as established by the Chief Judge, Macomb County Circuit Court and/or designee or Department Head, as these procedures relate to the additional hours, referenced herein.

B. Employees at the Prosecuting Attorney Office and Friend of the Court only, will be eligible for overtime pay as follows:

1. Overtime pay shall be allowed at the rate of time and one-half (1 1/2) for all work in excess of seven and one-half (7 1/2) hours per day, and in case of emergency, at times other than the normal scheduled shift, providing such overtime is scheduled and authorized by the Department Head.
2. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

## **ARTICLE 14**

### **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 15**

### **HOLIDAY BENEFITS**

A. The designated holidays are:

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

B. Regular Employees, as defined in Article 9, Employee Defined, of this Agreement, who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designated holidays.

1. The holiday designated must fall on the week days, that is, Monday through Friday.
2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
4. Christmas Eve and New Year's Eve:
  - a. Should Christmas Eve and New Year's Eve fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.

- b. Should Christmas Eve and New Year's Eve fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
- 5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
- 6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday, or is excused with pay for the entire day from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay.
- 7. An employee must work one (1) year before becoming eligible to use Floating Holiday.

## **ARTICLE 16**

### **SICK LEAVE**

- A. Every regular employee, as defined in Article 9, Employee Defined, except for participants in the Deferred Retirement Option Program, shall be entitled to sick leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. For sick leave usage only, the unused sick leave accumulation maximum that an employee can earn will be one hundred eighty (180) work days.

For accumulated sick leave payoff purposes, as provided in Article 17, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred twenty-five (125) work days.

- C. An employee may utilize sick leave allowance for absences:
  - 1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
  - 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
  - 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding fifteen (15) sick leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
  - 4. To report to the Veterans' Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
  - 5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.

- E. The employee may be required to produce evidence, in the form of a medical certificate, of the adequacy of the reason for absence during the time for which sick leave is granted.
- F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
- H. A non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use sick leave until the completion of six (6) two (2) week periods of continuous service as a regular employee, except in cases of injury incurred in the line of duty.
- J. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation.
- K. Employees participating in the DROP Program shall not be subject to Article 16, Sick Leave, Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
  1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP program.
  2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.
  3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph K.1., employees may utilize that Sick Leave, accrued pursuant to Sections, 16.A. and 16.B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to Article 17, Accumulated Sick Leave Payoff, at the time the employees DROP participation begins.
  4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section K.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
  5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

## **ARTICLE 17**

### **ACCUMULATED SICK LEAVE PAYOFF**

- A. **Retirement:** A regular employee, as defined in Article 9, Employee Defined, who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, shall be paid for fifty percent (50%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.

- B. Deferred Retirement: A regular employee, as defined in Article 9, Employee Defined, 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. A regular employee, as defined in Article 9, Employee Defined, 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 a regular employee, as defined in Article 9, Employee Defined, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.
- D. DROP Participants: At the conclusion of the employee's participation in the DROP Program, there shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

## **ARTICLE 18**

### **WORKER'S COMPENSATION**

- A. Except for certain Circuit Court, Juvenile Division/Juvenile Justice Center employees who are covered under Section B of this Article, Worker's Compensation - For Certain Circuit Court, Juvenile Division/Juvenile Justice Center Employees, a County employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing his/her assigned duties, shall be entitled to disability compensation upon the following basis and 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 total 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 9, 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. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
  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 of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County's 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 (A.8.a and A.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 24, 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. Worker's Compensation – For Certain Circuit Court Juvenile Division/Juvenile Justice Center Employees:

Employees in the following classifications only, shall receive hazardous duty disability compensation: Circuit Court Juvenile Division Probation Officer, Detention Diversion Worker and Juvenile Justice Center Counselor. Disability compensation for the employees in these classifications only, shall be provided under the following conditions:

1. An employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing his/her assigned duties, shall be entitled to disability compensation upon the following basis and subject to the following provisions:
  - a. The term "actual performance of duty" shall be defined as job assignment and job related activities that are specifically directed by or verified by the Chief Judge, Macomb County Circuit Court or designee or Department Head.
  - b. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
  - c. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
  - d. 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.
  - e. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
  - f. 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.
  - g. 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 9, 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.
  - h. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
  - i. Disability compensation shall be made to an eligible County employee in the following manner and upon the following basis:
    1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of twenty-six (26) weeks from date of incapacitating injury. At the end of said twenty-six (26) week period the Employer shall review the disability status of the injured employee to determine if an additional twenty-six (26) week extension shall be granted, dependent upon the physical condition and ability of the employee to perform his/her assigned duties. In no event shall the period of supplementation under this provision exceed fifty-two (52) weeks from the date of incapacitating injury.

2. If the disability exists at the end of the fifty-two (52) week period, 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 fifty-two (52) 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.
  3. Upon the expiration of the one hundred four (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 24, Retirement System and the Macomb County Employees' Retirement Ordinance.
  4. Any Sick or Annual Leave earned and accrued shall be paid to the former employee upon termination of the active employment relationship.
2. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

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

- A. A regular employee, as defined in Article 9, Employee Defined, of this Agreement, 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 and grandchildren. It shall also include any person who is normally a member of the employee's household.
- B. A regular employee, as defined in Article 9, Employee Defined, of this Agreement, will be granted one (1) day off with pay 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 this paragraph B. These two (2) additional bereavement leave days will be charged against the employee's Sick Leave bank, if a bank is available.
- C. A regular employee, as defined in Article 9, Employee Defined, of this Agreement, will be granted up to three (3) bereavement leave days for the death of one of the following: grandparents, nephews, nieces, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the employee; it shall also mean grandparents, grandchildren, nephews, nieces of the employee's current spouse. Bereavement leave days used in this Section C. shall be charged against the employee's Sick Leave bank, if a bank is available.

**ARTICLE 20**

**ANNUAL LEAVE (VACATION)**

- A. Regular employees, as defined in Article 9, Employee Defined, of this Agreement, except for participants in the Deferred Retirement Option Program, shall be entitled to earn Annual Leave (Vacation) time according to the following schedule:

<u>YEARS OF CONSECUTIVE SERVICE COMPLETED:</u>	<u>DAYS EARNED PER BI-WEEKLY PERIOD:</u>	<u>UP TO 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 duty from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military duty, be given an Annual Leave Bank at the rate of one (1) day for each month or part thereof spent in the Armed Service. Such annual leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- F. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval. Seniority will prevail for purposes of scheduling and approving annual leave.
- G. Annual Leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- H. Split Annual Leaves may be granted only when due and proper notification has been given to the Department Head and with his/her approval.
- I. Annual Leave time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head.
- J. When a holiday falls and is observed within an employee's scheduled annual leave period, the annual leave may be extended one or more days, or portion of a day, as applicable, continuous with the annual leave, with the approval of the Department Head. Holidays referred to are as specified in the holiday benefit provision in the Agreement between the Parties.

- K. ANNUAL LEAVE FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B., and D. of Article 20, above, and shall receive annual leave in the following manner:
1. DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of annual leave equal to the number of hours annual leave accumulated in the calendar year immediately preceding the commencement of DROP participation.
  2. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of annual leave for the balance of the calendar year computed in the same manner as paragraph K.1., above.
  3. Annual Leave not utilized by an employee by December 31st of a calendar year shall be forfeited.
  4. There shall be no compensation for annual leave time remaining in an employee's annual leave bank upon separation from employment.
  5. DROP participants who utilize annual leave in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all annual leave time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability.

## **ARTICLE 21**

### **LEAVE OF ABSENCE**

- A. A regular employee, as defined in Article 9, Employee Defined, may request a leave of absence, 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. Personal reason
    - a. 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. Personal reason may include a leave of absence for union business when it is approved in advance, in writing, by both the employee's Department Head and the Director of the Human Resources Department.
- B. General Provisions:
1. Leave of absence may be with pay or without pay.
  2. An employee absent from work for more than five (5) consecutive days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.

3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
4. Waiting periods for Leaves of Absence eligibility:
  - a. Eligible 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. Eligible employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
    - An illness/injury for which an employee is eligible for and receiving Worker's Compensation benefits.
5. Duration of Leaves of Absence:
  - a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions of up to six (6) months granted:
    - Personal illness/injury
    - Education
  - b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.
6. The Department Head and the Director of Human Resources shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes. Such approval shall not be unreasonably denied.
7. An eligible 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 as otherwise provided in this agreement.
8. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act. The following shall apply to all approved FMLA leaves of absence:
  - a. The Employer reserves the right to determine whether or not a requested leave is provided pursuant to the Family and Medical Leave Act.
  - b. The Employer reserves the right to require employees to exhaust available sick and/or annual leave time while on approved FMLA leave.

- c. The method to determine the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs is a "rolling" twelve (12) month period, measured backward from the date an employee uses any leave under the Act.

C. Types of Leaves of Absence:

1. Personal Illness/Injury:

- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
- b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:
  - (1) General nature of personal illness/injury.
  - (2) Dates of incapacity, including the anticipated date of return to work.
  - (3) Physician's name, signature, address, and telephone number.
- c. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation. If the employee's Sick Leave accumulation has been depleted, the employee may elect to have the time not worked charged against his/her Annual Leave Bank.
- d. 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.
- e. 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.
- f. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.

2. Illness/injury of a Member of the Employee's Immediate Family:

- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. The term immediate family as used in this section shall mean current spouse, parents, grandparents, children, brothers or sisters of the employee, or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.

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

## **ARTICLE 22**

### **NOTICE OF MILITARY SERVICE**

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

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

## **ARTICLE 23**

### **INSURANCE BENEFITS**

#### A. Life Insurance:

- 1. Full-Time Active Employees (including DROP Participants):
  - a. The Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit.
  - b. The Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit life insurance. The amount of coverage shall be equal to 1, 2, 3, 4 or 5 times the employee's annual salary (rounded to the nearest thousand dollars) and based on the Employer's and the individual's combined level of coverage. The amount of life insurance shall be computed by using the employee's annual base salary as of January 1st of each year of this Agreement. Rates and conditions shall be subject to those established by the insurance carrier.
  - c. Waiting Period: Employees who are eligible for Life Insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.



2. Retirees: The Employer will provide a death benefit, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire 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. Full-Time Active Employees (including DROP Participants): The Employer shall provide fully paid Blue Cross Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence and Health Maintenance Organization (HMO) coverage or its substantial equivalence to all regular employees and their eligible family members, including prescription drug coverage, as outlined in Appendix C.

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

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

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

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

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

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

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

2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the employee and the employee's spouse, after eight (8) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

For all employees hired on or after January 1, 2006, the Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the employee and the employee's spouse, after fifteen (15) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

For all employees hired on or after July 24, 2009, the Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence for the employee's spouse, after twenty (20) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

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

a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement or DROP, 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. Preferred Rx Managed Prescription Drug Program:

An eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug Program. Coverage is as follows:

- (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
- (2) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00.
- (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross/Blue Shield Preferred Rx provider by mail-order will be \$2.00.

Effective January 1, 2006, an eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by a Blue Cross/Blue Shield health care plan will be enrolled in the Preferred Rx Managed Prescription Drug program. Coverage is as follows:

- (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
- (2) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00.
- (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross/Blue Shield Preferred Rx provider by mail-order, will be \$5.00.
- (4) Mandatory Mail-Order for Maintenance Drugs.

- c. Retired employees and/or their current spouse, shall apply and participate in the Medicare Program, if eligible, at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
- d. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:

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

- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
- f. The Employer shall offer retirees the option of selecting the "Preferred Provider Organization" program.
- g. Each retiree who is eligible for hospital medical insurance and elects not to participate in any County-sponsored health care plan and who has coverage provided by another employer, shall be paid \$1,500 annually. Pro-rated payments up to \$750 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan.

Retirees shall be required to show proof annually that a spouse has health care coverage that includes the retiree before said retiree will be declared eligible to receive the \$1,500 annual payment.

Retirees whose spouse's health care plans cease to cover the retiree, shall be allowed to enroll in 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 (see Appendix C):

- 1. Full-Time Active Employees (including DROP Participants): The Employer will provide a Health Maintenance Organization option for regular employees covered by the present hospital-medical surgical program under this Insurance Section of this Agreement, provided the premium does not exceed the cost of the present insurance.

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

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

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

3. Retirees: The Employer will provide a Health Maintenance Organization option for current and future retirees of the bargaining unit, provided the premium does not exceed the cost of the present insurance.

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

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

1. Full-time employees (including DROP Participants) covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$1,000.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.
2. Waiting Period: Full-time employees who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.

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

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

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

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

F. Liability Insurance: The County shall provide for each regular employee (including DROP Participants) 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: Full-time employees (including DROP Participants) covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.

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

- I. Short Term Disability: The Employer will provide a payroll deduction option for employees (including DROP Participants) wishing to purchase Short Term Disability Insurance that may be provided by the Union.

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

## **ARTICLE 24**

### **RETIREMENT SYSTEM**

- A. Retirement Benefits: The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance, and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employees.
- B. Employee Contribution: For any employee hired on or before December 31, 2001 or who is vested as of July 24, 2009, the employee's contribution to the retirement system is three and five tenths percent (3.5%) of his/her compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- I. Annuity Withdrawal: Members of the Macomb County Employees' Retirement System, may elect to take an Annuity Withdrawal. The utilization of this option shall be governed by any applicable Annuity Withdrawal provisions of the Macomb County Employees' Retirement System Ordinance.

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

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

- K. Option D: A retirant shall have the option of selecting survivor's benefits in conjunction with the retirement option described in Section 26(a) of the Macomb County Employees' Retirement Ordinance commonly known as "Option D - Level Income Option". Said survivor's benefits shall correspond to those benefits known as Option A - 100% Survivor Allowance, Option B -50% Survivor Allowance and Option C - Allowance For 10 Years Certain and Life Thereafter, as described in Section 26 of said Ordinance.
- L. Pop Up Option: A retirant may elect this option in combination with Option A or B of Section 26 of the Ordinance. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26 (a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.
- M. Deferred Retirement Allowance Option: In the event a bargaining unit member, who has eight or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.
- A vested former member who withdraws accumulated member contributions and voluntarily forfeits credited service in the System thereby forfeits all rights in and to the portion of the pension attributable to the forfeited credited service.
- N. Non-Duty Death Before Retirement, Beneficiary Nominated: Any bargaining unit member who continues in county employment on or after the date he either 1) has acquired 25 years of credited service, or 2) has attained age 60 years and has eight or more years of credited service, may at any time prior to the effective date of his retirement elect Option A provided in Section 26 of the Macomb County Employees' Retirement System Ordinance in the same manner as if he were then retiring from county employment, and nominate a beneficiary whom the retirement commission finds to be dependent upon the said member for at least 50 percent of his support due to lack of financial means. Prior to the effective date of his retirement a member may revoke his said election of Option A and nomination of beneficiary and he may again elect the said Option A and nominate a beneficiary as provided in this section. Upon the death of a member who has an Option A election in force his

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

- O. Non-Duty Death Retirement Allowance, Automatic Provisions: Any bargaining unit member who continues in the employ of the County for more than ten years and has not nominated a beneficiary as provided in the Macomb County Employees' Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age 60 years, (2) elected Option A in Section 26 of the Macomb County Employees' Retirement Ordinance and (3) nominated his/her spouse as beneficiary.
- P. DROP Program: The Memorandum of Understanding regarding the Deferred Retirement Option Plan (DROP) is attached to and is incorporated by reference as part of this Agreement.

## **ARTICLE 25**

### **LONGEVITY**

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

- A. All eligible Full-time employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- B. The basis of longevity compensation is as follows:
  - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
  - 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.
  - 3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or Leave of Absence Without Pay authorized by the Department Head or his/her designee and approved by the Human Resources Director; provided such approved Leave of Absence Without Pay shall not be considered in the computation of years of service for longevity compensation.
  - 4. A schedule shall be used as a basis for longevity payments, paid to such employees as of October 31st, provided said employees qualify as to length of service, as per paragraph B.1. of this Section, as follows:



STEP	CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST	AMOUNT
	OF EACH YEAR	
1	5 through 9	\$ 340
2	10 through 14	\$ 680
3	15 through 19	\$1,020
4	20 through 24	\$1,360
5	25 and thereafter	\$1,700

- C. 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. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, may receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision C-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 and personal reasons will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
- D. Military duty time will be included as continuous service time in the computation of future longevity payments, PROVIDED, the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.
- E. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- F. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- G. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section C., above. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section F., above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section B.4., above).

## **ARTICLE 26**

### **UNION BULLETIN BOARDS**

- A. The Employer will provide bulletin boards in the respective departments and locations, which may be used by the Union for posting notices of the following topics:
  - 1. Notices of Union Meetings.
  - 2. Notices of Union Elections and results of said Elections
  - 3. Notices of recreational, educational and social events.
- 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 27**

### **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 appropriate personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the methods, procedures and services to be provided. All of such rights are vested exclusively in the Employer.
- B. The Employer, in addition to the rights set forth in Section A above, shall have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff, recall; to establish schedules of work for employees; to establish work rules and rules of conduct, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.
- C. The Employer retains and shall have the sole and exclusive right to administer, without limitation, implied or otherwise, all matters not specifically and expressly covered by the provisions of Paragraph A and B of this Article, or excepted by the provisions of any other Article of this Agreement.

## **ARTICLE 28**

### **DISCIPLINE AND DISCHARGE**

- A. Discipline:
  - 1. Should circumstances warrant, an employee may be disciplined for just cause. Disciplinary actions or measures may include, but are not limited to, the following: oral reprimand, written reprimand, suspension or discharge.
  - 2. Employees in the bargaining unit shall be entitled to their right to representation at an interview or meeting that the employee reasonably believes could result in disciplinary action or discharge.

3. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure or through the special conference provisions as provided for in this Agreement.
4. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
5. The Steward may request a meeting with the Department Head to discuss the removal of any discipline on an employee's record six (6) months after the discipline was imposed.

B. Suspension And Discharge:

1. If the Employer feels there is just cause for suspension or discharge, the employee and his/her steward will be notified in writing that the employee has been so disciplined. Such notification shall contain the charge(s) against the employee.
2. The Union shall have the sole right to take a suspension and/or discharge as a grievance at the 3rd Step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.

**ARTICLE 29**

**SENIORITY**

- A. Upon successful completion of the probationary period, the employee's seniority will be retroactive to the date that the probationary period began.
- B. Except as provided for under Article 21, Section B-7, Leave of Absence, date of entry into County employment will provide a seniority date.
- C. Employees with the same seniority date requiring the need of determination by seniority, shall have their seniority dates decided by the last 4 digits of their social security number, the lowest number having highest seniority.
- D. An employee shall forfeit seniority rights for the following reasons:
  1. He/she resigns or terminates his/her employment with the Employer.
  2. He/she is dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the parties.
  3. He/she is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In proper cases, an exception may be made by the Employer.
  4. He/she retires.
  5. If the employee, except for participants in the Deferred Retirement Option Program, withdraws his/her contributions from the Macomb County Employees' Retirement System.
  6. If an employee fails to return to work when recalled from layoff it will be treated as D-3, above.
  7. If an employee fails to return from sick leave it will be treated as D-3, above.

- E. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.
- F. A seniority list for employees covered by this Agreement will be provided to the respective Union President once each year during the month of July.
- G. If an employee is transferred or promoted to a classification outside his/her current bargaining unit of T.P.O.A.M. and is then promoted or transferred to a classification within his/her former bargaining unit, the employee shall not accumulate seniority in his/her former bargaining unit for the time spent in a classification outside of his/her former bargaining unit.
- H. Superseniority:
  - 1. Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff, be continued at work as long as there is work being performed in their district which they have the ability to perform and shall be recalled to work after the layoff as soon as there is work being performed in their district which they have the ability to perform. Ability to perform shall be determined by the Employer based upon the employees qualifications.
  - 2. Notwithstanding their position on the seniority list, the Union President shall, in the event of a layoff, be continued at work as long as there is work being performed in their Unit, which they have the ability to perform and shall be recalled to work after the layoff as soon as there is work being performed in their Unit which they have the ability to perform. Ability to perform shall be determined by the Employer based upon the employees qualifications. The Union President would be the last person affected when applying this article.

### **ARTICLE 30**

#### **CHANGE OF ADDRESS**

Employees shall notify the County of any change of address.

The County shall furnish to the Local Union, on a quarterly basis, the Names and Addresses of all Employees covered by this Agreement.

### **ARTICLE 31**

#### **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 procedures will be mandatory:
    - a. Layoffs, as required, shall be made within the affected classifications in the affected department.
    - b. Such reduction will be made in the first instance by terminating probationary and temporary employees in the affected classifications.
    - c. If a further reduction in force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected classification in the affected department.

3. When an employee is laid off, due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace an employee with less seniority in classifications covered by this Agreement in the department from which the employee was laid-off only. Such employee may "bump" an employee in an equal or lower job classification under the following conditions:
  - a. He/she shall have seniority as required and as defined in Article 29, Seniority, of this Agreement.
  - b. Current ability to do the available work, meet the qualifications and perform the duties of the job without a trial or training period.
  - c. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff, by so notifying his/her Department Supervisor in writing.
  - d. Failure of the affected employee to exercise such "bumping rights" at the time of layoff, will result in forfeiture of "bumping rights" during the term of such layoff.
4. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Union President shall receive a list from the Employer, of the employees being laid off, on the same date the notices are issued to the employees.
5. Employees in classifications covered by this Agreement who are laid off from their regular employment as a result of a reduction in force, will be given consideration, by interview, for hire into a like classification only, for which they qualify, when opportunity for such hire occurs in the department from which the employee was laid off. Like classification is hereby defined as a classification in which the employee was employed at the time of lay-off, or a classification for which the employee is qualified by virtue of his/her knowledge, skills and abilities, as determined solely by the Employer.
6. Employees selected pursuant to paragraph 5 who will then have seniority in the new classification in accordance with the provisions of "seniority defined" as outlined in Article 29, Seniority of this Agreement. Such employees shall serve a ninety (90) day trial period, during which time the Employer may terminate the employee. Such termination by the Employer will not affect the former lay-off for seniority status of the employee.

B. Recall Procedure:

1. When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article 29, Seniority, 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, and sent by Certified Mail. If the affected employee fails to report for work within ten (10) days from the date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in its discretion, in proper cases.
2. Recall rights for laid off employees will be limited to a maximum of four (4) years, or length of seniority, whichever is less. Upon the expiration of the appropriate period, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.
3. 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 lay-off occur in that department, have the 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) above, such employee shall be deemed to have chosen to retain recall rights in the department from which they were last laid off.
- c. Exercise of either option, a or b, shall be chosen in writing at the time of subsequent lay-off 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 Union President.

## **ARTICLE 32**

### **JOB POSTINGS**

- A. For informational purposes only, the Employer will post all openings that are to be filled, on the Departmental Bulletin Board, in all departments. Postings shall be made for ten (10) working days. Posting periods may be shortened or eliminated by agreement of the Parties.
- B. At the same time that the departmental posting is made, the Employer shall provide copies of the posting to the Union President for all Union Bulletin Boards. The posting will include the following information: The job classification, department, salary range, hours, starting time, qualifications and any testing requirements.
- C. 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.
- D. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job. The Department Head may, in the exercise of his/her discretion, consider the seniority of the employees available for temporary appointment.

## **ARTICLE 33**

### **PROMOTIONS**

- A. A promotion is the movement of an employee to a higher paid position covered by this Agreement within his/her current Department. Promotions shall be based upon qualifications for the higher paid position, as those qualifications are determined by the Employer. If the qualifications are determined to be equal, full-time departmental seniority shall then be given first consideration.
- B. Eligibility for the next increment adjustment, if any, will be attained after working thirteen (13) continuous, complete pay periods after the promotion takes effect.

## **ARTICLE 34**

### **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. Contained in the written request must be the following:

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

The review by the Human Resources Department should be completed within 130 working days of the written request.

- B. Subsequent to completion of the investigation by the Human Resources Department, a meeting shall be scheduled within sixty (60) calendar 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) calendar days of the aforementioned meeting, the Human Resources Director will state the determination in writing to the employee and to the Union President.
- C. Should the Union be dissatisfied with the result of this procedure, the Union may request a Special Conference pursuant to Article 35, Special Conferences, of this Agreement. There shall be no appeal to the Grievance Procedure.
- D. Upon completion of the Classification Review process, no request for Classification Review shall be processed from the same employee for a period of one (1) year.

### **ARTICLE 35**

#### **SPECIAL CONFERENCES**

- A. Special Conferences mutually agreed upon will be arranged between the Union President and the Human Resources Director, or designated representative, for purposes of discussion of important matters. Such meetings shall be between up to three (3) representatives of the Employer and up to three (3) representatives of the Union, unless the Parties mutually agree to include additional persons.
- B. Arrangements for such Special Conferences shall be made in advance, in writing, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the Agenda.
- C. The members of the Union shall not lose pay for time spent in such Special Conferences.

### **ARTICLE 36**

#### **MILEAGE REIMBURSEMENT**

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

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

Mileage reimbursement must be approved by the Department Head.

## **ARTICLE 37**

### **INCLEMENT WEATHER POLICY**

The Chairperson of the Board has the sole authority to declare an inclement weather day. If an inclement weather day is declared, compensation will be provided to regular employees, as defined in Article 9, Employee Defined, of this Agreement only, as follows:

- A. An employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available, or
- B. The employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- C. The employee may choose to use their Floating Holiday, if that is available.
- D. A regular employee, as defined in Article 9, Employee Defined, of this Agreement, who is ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Day that would normally accrue to him/her within a ninety (90) day period of time.

## **ARTICLE 38**

### **SAVINGS CLAUSE**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of 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. Should a provision(s) be declared invalid, the Union and the County may agree on a replacement for the affected provision(s).

## **ARTICLE 39**

### **REIMBURSEMENT ACCOUNT PROGRAM**

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

## **ARTICLE 40**

### **TERMINATION OR MODIFICATION**

- A. This Agreement shall continue in full force and effect until December 31, 2010.
- 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 T.P.O.A.M., 27056 Joy Road, Redford, MI 48239; if said notice is made to the County, it shall be sent to the Macomb County Human Resources Director, County Building, 10 N. Main Street, Mount Clemens, Michigan, 48043; address changes shall be made available to the other party, where applicable.
- D. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.
- E. The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office.

IN WITNESS WHEREOF, the Employer and its Board of County Commissioners, by its Director, Human Resources, and representatives of T.P.O.A.M., on behalf of its represented employees, hereby cause this Agreement and Appendices to be executed.

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

**APPENDIX A**

**COUNTY DEPARTMENTS AND CLASSIFICATIONS**

**DEPARTMENT**

**CLASSIFICATION**

Family Court-Juvenile Court

Detention Diversion Worker  
Juvenile Justice Center Counselor  
Probation Officer

Friend of the Court

Field Investigator I  
Field Investigator II  
Support Investigator

Juvenile Justice Center

Case Manager  
Vocational Counselor

Probate Court

Guardianship Investigator

Prosecuting Attorney

Chief Deputy Investigator  
Investigator  
Investigator II

**Appendix B**  
**TPOAM-CIRCUIT COURT OFFICERS AND PROFESSIONALS ASSOCIATION**

**WAGE AND INCREMENT SCHEDULE**

**EFFECTIVE JANUARY 1, 2008 - JANUARY 1, 2009 - JANUARY 1, 2010\***

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<u>FAMILY COURT CLASSIFICATIONS:</u>									
DETENTION DIVERSION WORKER	\$37,406.08	\$39,618.79	\$41,831.50	\$44,044.21	\$46,256.92	\$48,469.63	\$50,682.34	\$52,895.06	\$55,107.77
JUVENILE JUSTICE CENTER COUNSELOR	\$38,616.15	\$41,126.55	\$43,636.95	\$46,147.35	\$48,657.75	\$51,168.16	\$53,678.56	\$56,188.96	\$58,699.36
PROBATION OFFICER	\$38,614.40	\$40,953.69	\$43,292.97	\$45,632.26	\$47,971.55	\$50,310.83	\$52,650.12	\$54,989.41	\$57,328.70
<u>FRIEND OF THE COURT CLASSIFICATIONS:</u>									
FIELD INVESTIGATOR I	\$37,055.76	\$38,939.99	\$40,824.21	\$42,708.43	\$44,592.66	\$46,476.88	\$48,361.10	\$50,245.32	\$52,129.55
FIELD INVESTIGATOR II	\$39,589.88	\$41,393.19	\$43,196.50	\$44,999.81	\$46,803.12	\$48,606.44	\$50,409.75	\$52,213.06	\$54,016.37
SUPPORT INVESTIGATOR	\$34,536.91	\$36,524.64	\$38,512.37	\$40,500.09	\$42,487.82	\$44,475.55	\$46,463.28	\$48,451.01	\$50,438.74
<u>JUVENILE JUSTICE CENTER CLASSIFICATIONS:</u>									
CASE MANAGER	\$38,668.06	\$39,876.44	\$41,084.81	\$42,293.19	\$43,501.57	\$44,709.94	\$45,918.32	\$47,126.69	\$48,335.07
VOCATIONAL COUNSELOR	\$38,948.90	\$40,927.74	\$42,906.59	\$44,885.44	\$46,864.28	\$48,843.13	\$50,821.97	\$52,800.82	\$54,779.66
<u>PROBATE COURT CLASSIFICATIONS:</u>									
GUARDIANSHIP INVESTIGATOR	\$38,614.40	\$40,953.69	\$43,292.97	\$45,632.26	\$47,971.55	\$50,310.83	\$52,650.12	\$54,989.41	\$57,328.70
<u>PROSECUTING ATTORNEY CLASSIFICATIONS:</u>									
CHIEF DEPUTY INVESTIGATOR	\$37,887.37	\$40,001.10	\$42,114.83	\$44,228.57	\$46,342.30	\$48,456.03	\$50,569.77	\$52,683.50	\$54,797.23
INVESTIGATOR	\$36,216.05	\$38,303.86	\$40,391.67	\$42,479.47	\$44,567.28	\$46,655.09	\$48,742.90	\$50,830.70	\$52,918.51
INVESTIGATOR II	\$37,257.72	\$39,307.29	\$41,356.86	\$43,406.44	\$45,456.01	\$47,505.58	\$49,555.15	\$51,604.72	\$53,654.30

\*Wage re-opener upon request

## Appendix C-Insurance Benefits Plan Designs

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

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



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

### In-network

### Out-of-network

#### Deductible, copays and dollar maximums

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

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

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

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

#### Mammography

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

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



**In-network**

**Out-of-network**

**Physician office services**

Office visits	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 80% after deductible	Covered – 60% after deductible, must be medically necessary
Office consultations	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary
Urgent care visits	Covered – \$25 copay	Covered – 60% after deductible, must be medically necessary

**Emergency medical care**

Hospital emergency room	Covered – \$100 copay, waived if admitted or for an accidental injury	Covered – \$100 copay, waived if admitted or for an accidental injury
Ambulance services – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

**Diagnostic services**

Laboratory and pathology services	Covered – 80% after deductible	Covered – 60% after deductible
Diagnostic tests and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
Therapeutic radiology	Covered – 80% after deductible	Covered – 60% after deductible

**Maternity services provided by a physician**

Prenatal and postnatal care	Covered – 100%	Covered – 60% after deductible
Includes care provided by a certified nurse midwife		
Delivery and nursery care	Covered – 80% after deductible	Covered – 60% after deductible
Includes delivery provided by a certified nurse midwife		

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 80% after deductible	Covered – 60% after deductible
Unlimited days		
Inpatient consultations	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible

**Alternatives to hospital care**

Skilled nursing care	Covered – 80% after deductible	Covered – 80% after deductible
Up to 120 days per calendar year		
Hospice care	Covered – 100%	Covered – 100%
Limited to dollar maximum that is reviewed and adjusted periodically		
Home health care – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
Home infusion therapy – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

**Surgical services**

Surgery – includes related surgical services	Covered – 80% after deductible	Covered – 60% after deductible
Presurgical consultations	Covered – 100%	Covered – 60% after deductible
Colonoscopy	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary sterilization	Covered – 80% after deductible	Covered – 60% after deductible

**Human organ transplants**

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services		
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 80% after deductible	Covered – 60% after deductible
Specified oncology clinical trials	Covered – 80% after deductible	Covered – 60% after deductible
Kidney, cornea and skin	Covered – 80% after deductible	Covered – 60% after deductible

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



**In-network**

**Out-of-network**

**Mental health care and substance abuse treatment**

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

**Other covered services**

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

**Optional riders**

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

## Appendix C- Insurance Benefits Plan Designs

### County of Macomb Plan Option - HAP

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

### County of Macomb Plan Option - BCN

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



**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**TPOAM-CIRCUIT COURT OFFICERS AND PROFESSIONALS ASSOCIATION**

The County and the Union agree for the years 2009 and 2010, each employee shall be docked six (6) working days without pay per calendar year. For 2009, four (4) of those dock days utilized will be Labor Day, Columbus Day, Thanksgiving Day and Christmas Day. The remaining two (2) dock days shall be requested and scheduled by the employee (in half-day or full-day increments) and will have Department Head approval prior to September 1, 2009.

For 2010, two (2) of those dock days utilized will be Independence Day, and Columbus Day. The remaining four (4) dock days shall be requested and scheduled by the employee (in half-day or full-day increments) and will have Department Head approval prior to September 1, 2010.

If an employee fails to take or schedule the remaining dock days by the end of November, the balance of dock days will be scheduled and taken at the employer's discretion prior to December 30<sup>th</sup> of each year. Dock days will not adversely impact an employee's seniority, time off accruals, discipline, holiday pay or health care benefits. The effect, if any, of the dock days on an employee's retirement benefits, will be as defined in the Macomb County Retirement Ordinance.

For the year 2010, upon the Union's request, negotiations regarding this Letter of Agreement for dock days may be reopened.

This letter of Agreement will expire on December 31, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**TPOAM-CIRCUIT COURT OFFICERS AND PROFESSIONALS ASSOCIATION**

The County and the Union agree to cancel Longevity payments for all eligible employees and DROP participants for the year 2009 and 2010.

For the year 2010, upon the Union's request, negotiations regarding this Letter of Agreement for Longevity payments may be reopened.

This Letter of Agreement will expire on December 31, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**TPOAM-CIRCUIT COURT OFFICERS AND PROFESSIONALS ASSOCIATION**

The Parties agree that the Employer will attempt to separate out the Family Continuation Rider in Health Alliance Plan and Blue Care Network for separately paid coverage for those employees eligible for coverage with eligible dependents. The Parties agree that savings from Article 23, Insurance Benefits from employees who have a spouse who is actively employed by the County will be included in any agreed upon, implemented County wide savings. The Parties shall negotiate regarding the value of this modification and the modification of Article 23, Section B1 and C1, on a County-wide basis. Any agreed upon and implemented savings on a County-wide basis will be applied 100% on a County-wide basis with employees in the form of reduced dock days. The level of savings will be subject to negotiations between the Parties. Reductions in dock days will be made only in half day increments and the savings must reach the level of half of the value of one (1) dock day on a County-wide basis before such reductions in dock days will occur. Holiday dock time shall be restored first.

FOR THE UNION:

FOR THE EMPLOYER:

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\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**TPOAM-CIRCUIT COURT OFFICERS AND PROFESSIONALS ASSOCIATION**

Effective January 1, 2009, the County and the Union agree that the effective date of any reduction and/or layoff will not be before July 1, 2009.

Any employee laid off after December 15, 2008 and/or during the period of this contract will be eligible for employer-paid COBRA insurance coverage for the first two full months following the effective date of their layoff. This excludes any employee who elects retirement instead of layoff. The employee will be given the option of continuing COBRA coverage at their own expense at the termination of the two months of employer-paid COBRA coverage.

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

FOR THE UNION:

FOR THE EMPLOYER:

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\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**TPOAM-CIRCUIT COURT OFFICERS AND PROFESSIONALS ASSOCIATION**

The County and the Union agree to initiate a Request For Proposal (RFP) for medical, dental and optical insurance as authorized by the Full Board on September 25, 2008. Union Representatives will have the opportunity to have input and make suggestions during the preparation of the RFP. All final decisions regarding the content of the RFP rest with the Employer. All information received during the process will be shared with Union Representatives.

If savings in health care costs can be achieved through the RFP process, the County and the Union may agree to a negotiations reopener regarding health insurance benefits in 2010.

All negotiated health care savings from RFP to be equally shared. The amount of savings will be determined by the Union and the Employer.

FOR THE UNION:

FOR THE EMPLOYER:

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\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING**

**between**

**the**

**COUNTY OF MACOMB**

**and**

**TPOAM-CIRCUIT COURT OFFICERS AND PROFESSIONALS ASSOCIATION**

**RE: PANEL OF ARBITRATORS**

The Parties agree that the following arbitrators shall serve on the panel of grievance arbitrators as per Article 7, Grievance Procedure:

1. Patrick McDonald
2. Ildiko Knott
3. Barry Brown

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
DEFERRED RETIREMENT OPTION PLAN  
FOR MEMBERS OF TPOAM  
REPRESENTING CERTAIN EMPLOYEES AT FAMILY COURT-JUVENILE DIVISION; FRIEND OF  
THE COURT; JUVENILE JUSTICE CENTER; PROBATE COURT AND  
PROSECUTING ATTORNEY**

- A. Background: The T.P.O.A.M. is a labor organization representing some employees of Macomb County. The union has bargained with the Macomb County Board of Commissioners and entered into a labor agreement whose term commenced January 1, 2005 and ends December 31, 2007. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the T.P.O.A.M.. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005), effective January 1, 2006, an employee of Macomb County who is a member of the T.P.O.A.M., may voluntarily elect to participate in the deferred retirement option plan, hereinafter "DROP", upon obtaining the minimum age and service requirements for a normal service retirement. Upon commencement of DROP participation, the employee's DROP benefit shall be the dollar amount of the employee's monthly pension benefit computed by using the contractual guidelines and formula that are in effect on the date that the employee first participates in the DROP plan. During participation in the DROP, the employee will continue to enjoy full employment status and receive all future promotions and wage increases. Any fringe benefits paid to members of the T.P.O.A.M. shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

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

- B. Eligibility: (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005), effective January 1, 2006, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the T.P.O.A.M. bargaining group may voluntarily elect to participate in the DROP at any time after attaining the minimum age and service requirements for a normal service retirement.
- C. Participation: The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.
- D. DROP Payment: Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to his/her DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension benefit otherwise payable to the DROP account until termination of employment. Interest on the DROP account will continue to accrue during such a forfeiture, except as provided in Subsection J.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

N. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account

established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.

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

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

After the effective date of an employee's participation in the DROP, the employee's annual leave and sick leave shall be determined as set forth in the collective bargaining agreement between the T.P.O.A.M. and the County of Macomb.

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

**FOR THE UNION:**

**FOR THE COUNTY:**

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\_\_\_\_\_

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

**MEMORANDUM OF UNDERSTANDING  
REGARDING CERTAIN HEALTH BENEFITS**

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

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

NOW BE IT RESOLVED THAT, the County of Macomb and the T.P.O.A.M., on behalf of certain employees at Family Court-Juvenile Division; Friend of the Court; Juvenile Justice Center; Probate Court and Prosecuting Attorney, hereby agree to remove elective abortion coverage from the health insurance offered through their Collective Bargaining Agreement and substitute prescription drug coverage for contraceptives and coverage for voluntary sterilization. Provided, however, nothing in this Memorandum of Understanding shall deny medically necessary care to a covered female, or apply in cases where pregnancy is the result of criminal sexual assault.

FOR THE UNION:

FOR THE COUNTY:

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\_\_\_\_\_

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