

AGREEMENT

between

COUNTY OF MACOMB

AND

POLICE OFFICERS LABOR COUNCIL

representing

CAPTAINS/JAIL ADMINISTRATOR/CHIEF OF STAFF

January 1, 2010
through
December 31, 2011

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AGREEMENT

CAPTAINS/JAIL ADMINISTRATOR /CHIEF OF STAFF

This Agreement entered into January 1, 2010, between the County of Macomb, hereinafter referred to as "Employer" and/or "County" and the Police Officers Labor Council acting on behalf of the employees within the unit for which the Union has been recognized as the sole bargaining agent.

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

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and employees and the Union.

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

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the representatives at all levels and among all employees.

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

To these ends, it is mutually agreed that communication of views and ideas on Sheriff Department matters, the orderly resolution of grievances as well as the promotion of efficiency and discipline is essential to the well being of the Department.

ARTICLE 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Police Officers Labor Council as the sole Collective Bargaining Agent for Captains, Jail Administrator and Chief of Staff only, employees of the Macomb County Sheriff's Department in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described in this paragraph.

ARTICLE 2

DUES/SERVICE FEE COLLECTION

- A. The Employer hereby agrees to deduct Union membership dues, initiation fees, assessments, service fees or service charges from the pay of the individual employee and transmit same to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions.

- B. Each employee who desires to have such Union membership dues, initiation fees, assessments, service fees or service charges deducted from his/her earnings shall execute a Paragraph J, "Deduction Authorization Form" in full, with the original thereof being delivered to the Employer.
- C. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same in accordance with the terms and conditions set forth in the "Deduction Authorization Form".
- D. The Employer shall transmit such deductions, together with a list of employees paying same, to the Treasurer of the Union designated in writing by the Union, at address designated by the Union, and shall do so as soon as possible after the deduction but no later than the 10th day of the following month.
- E. The Employer shall notify the Union of the termination of the employment of any dues and/or service fees paying employee.
- F. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union it shall be the responsibility of such employee to obtain appropriate refunds from the Union.
- G. In the event that the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effectuated only upon written assurance of the requesting party that the additional amounts have been authorized pursuant to and in accordance with the Union's Constitution and By-Laws.
- H. The "Deduction Authorization Form" hereinafter set forth, when executed, shall be binding upon the employee for the duration of this Agreement and shall be automatically renewed under the same terms and conditions for the life of subsequent collective bargaining agreements.
- I. It is understood and agreed that this provision for deduction of Union dues and/or service fees is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deduction as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth except as provided for under the Agency Shop provision of this Agreement.
- J. The following form shall be utilized as authorization for such deduction of Union dues and/or service fees:

DEDUCTION AUTHORIZATION FORM

I, _____(name), _____(classification), the undersigned, as an employee of the Macomb County Sheriff's Department, do hereby request and authorize the County of Macomb to deduct Union dues, in the amount of _____monthly, initiation fees, service fees, service charges and assessments from my earnings on the second pay period of every month and to do so every month thereafter and to pay same to the Police Officers Labor Council, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083, who has been selected as the exclusive bargaining representative for all employees in the above unit. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated and shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

Employer's Signature

- K. The Employer shall not be liable to the Union by reason of requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized by them, under the Payroll Deduction for Union dues or service fees provision.
- L. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Article 2, Dues/Service Fee Collection, and Article 3, Agency Shop of this Agreement. The Union agrees that in the event of litigation against the Employer, its agents or employees, arising out of this provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees, for any monetary award arising out of such litigation.

ARTICLE 3

AGENCY SHOP

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

- A. If the employee chooses not to exercise the Authorization Deduction Form option, then, monthly dues or the equivalent service fee shall be paid to the Union on or before the fifteenth (15th) day of the month in which they fall due.
- B. Employees who do not elect to become members of the Union, shall pay, as a condition of employment, in lieu of initiation fees and periodic dues, uniformly required, a monthly service fee which shall be equivalent to the regular monthly dues.
- C. The Union shall notify the Employer in writing of any employees who are more than thirty (30) days in arrears in payment of membership dues and/or service fees. The Employer shall execute written confirmation of receipt of such notice and proof in accordance with "Confirmation Form", attached hereto as Paragraph E. The Union shall forward the Employer's written confirmation when it notifies the delinquent employee of such arrearage and informs said employee that his/her employment will be terminated unless said arrearage is paid within thirty (30) days of the employee's receipt of said notice.
- D. Failure of employees covered by this Agreement to comply with the provisions of this Article, shall at the conclusion of the second grace period of thirty (30) days referred to in Paragraph C above, constitute grounds upon which the Employer shall immediately terminate employment of such employee.
- E. The following form shall be utilized by the Employer in compliance with this Article:

EMPLOYER ACKNOWLEDGEMENT AND CONFIRMATION FORM

Please be advised that the undersigned Employer hereby acknowledges receipt of notice by the Macomb County Sheriff's Department, Police Officers Labor Council for employees covered by this Agreement, that _____, an employee of the Macomb County Sheriff's Department is more than thirty (30) days in arrears in his/her payment of Union dues and/or service fees and as such is subject to the ramifications of the agency shop procedure as outlined in Article 3 of the collective bargaining agreement.

Additionally, the undersigned Employer hereby acknowledges that the Police Officers Labor Council has submitted proof that such employee is more than thirty (30) days in arrears in such payment and examination of the Employer's records further confirms such arrearage.

Dated: _____

Signed: _____

ARTICLE 4

REPRESENTATION

- A. Union business shall not be conducted during working hours or in County areas except as provided by this Agreement.
- B. The Union may be represented in contract negotiations with the County by a committee comprised of not more than two (2) members of the Union plus, if it chooses, any outside person or organization designated by the Union as its official representative. Members of the Union Bargaining Committee who are on duty during contract negotiations shall not lose wages or benefits during time spent while attending negotiations.
- C. Employees covered by this Agreement shall be represented for purposes of filing grievances, by Stewards, as hereinafter provided. The Stewards, during their regular working hours, without loss of time or pay, may investigate and present grievances to the Employer, provided however that if such Steward requires more than one hour to investigate and present said grievance, request shall be made for additional time to his/her immediate Supervisor. The privilege of Stewards leaving their work during regular working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievance matters and will not be abused and that Stewards will perform their regularly assigned duties at times except, as provided herein.
- D. There shall be one steward for the day shift; in the event employees covered by this Agreement are assigned hours other than the normal shift (day), and a steward is required, the matter will be settled on the day shift at a mutually agreed upon date and time.

ARTICLE 5

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance in the normal operations of the County.
- B. It shall be the firm policy of the Employer to ensure to its employees and to the Union the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.
- C. Grievances shall be filed within fifteen (15) days of the event, occurrence or circumstances constituting the subject matter of the grievance.
- D. The Parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to within the designated time period, provided, however, that the time limits of the grievance procedure may be extended upon mutual agreement of the Union and the Employer.

- E. If either Party fails to timely appeal an answer at any step after Step 1 of the Grievance Procedure, said grievance shall automatically progress to the next step in accordance with the procedures contained herein. Exception is made in those instances where the Parties have agreed to settle a grievance on the basis of the last answer. Exception is also made with regard to medical grievances, where the Union shall have an additional 60 days from receipt of the Employer's answer.
- F. Every employee of the Department shall have the right to present a grievance in accordance with the procedure provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision.
- G. Immediate supervisors, commanding officers and reviewing officers, shall consider promptly all grievances presented to them and, within the scope of their authority, take timely action as is required.
- H. Grievances shall be processed according to the following procedures:
1. STEP 1: An employee who believes he/she has a grievance may discuss the complaint with the immediate Supervisor, with or without the presence of the steward. The Parties shall discuss the grievance in an informal manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with the Steward before any discussion takes place with the Supervisor. If possible, a Supervisor will make arrangements for the employee to be off the job for a reasonable period of time in order to discuss the complaint with the Steward. The past practice of employees discussing grievances with the Steward at the beginning and/or end of the shift shall continue.
 2. STEP 2: If the matter is not settled through informal discussion as provided in Step 1, within fifteen (15) days following the discussion, said grievance may be submitted in written form by the individual grievant, co-signed by the Steward, or in the case of policy grievance, by the Steward only, to such immediate Supervisor. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee (or employees) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any that the grievant claims have been violated. The Supervisor's answer shall set forth facts taken into account in answering the grievance. The written answer shall be presented to the Steward within five (5) days after receipt.
 3. STEP 3: If the grievance is not satisfactorily adjusted, it shall be referred to the Steward who may appeal such grievance to the Sheriff, or in the absence of the Sheriff, a designee, within fifteen (15) days. The Sheriff or designee shall hold a meeting to discuss the grievance with the Steward, Union President, or designee, and the aggrieved employee within five (5) days of receipt of the grievance. If not satisfactorily adjusted at this meeting, the Sheriff or designee shall give a written answer within ten (10) days of such meeting.
 4. STEP 4: If not satisfactorily settled in Steps 1, 2, and 3, the grievance may be submitted in writing by the Union President, or designee, to the Director, Human Resources or designee, within fifteen (15) days. A meeting between said Director, Human Resources, or designee, and a committee of the Union composed of the President, or designee, or both and the grievant's Steward or representative, shall be held within twenty (20) days after submission to the Director, Human Resources, or designee. If not satisfactorily adjusted at this meeting, the Director, Human Resources, or designee, shall give a written answer within ten (10) days of the meeting.

5. STEP 5: ARBITRATION:

- a. Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to Arbitration by the Union in accordance with this Article. Arbitration shall be invoked by written notice to the County of a Demand to Arbitrate. Upon receipt of a "Demand to Arbitrate", the County and the Union shall attempt to mutually select an Arbitrator. In the event that the Parties cannot agree upon an Arbitrator to hear the unresolved grievance, within ten (10) days of the "Demand for Arbitration" they shall request the Federal Mediation and Conciliation Service to provide a list of impartial arbitrators in accordance with its applicable rules and regulations.
- b. The right of the Union to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the County.
- c. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the four (4) corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or applicable laws or rules or regulations having the force and effect of law.
- d. To the extent that the laws of the State of Michigan permit, it is agreed that the Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer. There shall be no appeal from any such decision unless the decision extends beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
- e. The fees and expenses of the Arbitrator shall be shared by the Parties equally.
- f. The aggrieved, the Union representative and prospective witnesses shall not lose pay or benefits for the time off the job while attending the arbitration proceedings; provided, however, that attendance by such on duty arbitration participants shall be subject to the approval of the Sheriff or his designated representative in accordance with manpower requirements.
- g. All records, reports and other information pertaining to a grievance which are to be utilized in an arbitration proceeding shall be made available for inspection by the Union, provided a request for the specific documents is made.

- I. Notwithstanding any other provisions herein, an individual employee(s) may present a grievance to the Employer and have it adjusted without the intervention of the Steward or Union Officers, providing, however, that the Employer has given the Steward and Union Officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union.

- J. Grievances affecting more than one (1) employee may be treated as policy grievances and entered at the third (3rd) step of the grievance procedure by the Union.
- K. In instances where the subject matter of the grievance lies within the jurisdiction of a specific County agency, e.g. Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.
- L. The settlement of any grievance shall be reduced to writing and signed by a representative of the County, a member of the Union Executive Board and the affected employee's Steward (if applicable).
- M. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

ARTICLE 6

EMPLOYEE'S BILL OF RIGHTS

- A. No employee shall be ordered or coerced in any manner to submit to a polygraph examination, lie detector test or similar test or chemical such as sodium pentothal or truth serum tests, or similar tests by whatever name called for any reason unless such member shall demand said examination in writing.
- B. No employee shall be discharged, disciplined or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector tests or similar test by whatever name called.
- C. The Employer or its agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the Employer and any employee unless disclosure of such device is made to the employee prior to such conversation.
- D. Except when on duty or when acting in his/her official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.
- E. Employees shall have the right to bring civil suit against any person, group of persons, or any organization or corporations or the head of such organizations or corporations, for damages suffered, either pecuniary or otherwise or for abridgement of their civil rights arising out of the officer's performance of official duties.
- F. Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee with the exception of employment letters of recommendation, upon written request during the normal business hours construed to be 9:00 a.m. to 5:00 p.m. Monday through Friday, excepting holidays.
- G. The employee's files shall not be made available to any person or organization other than the Employer and employee without the employee's expressed authorization, unless pursuant to Court Order or as otherwise provided by law. However, no information provided without notice to the employee.

- H. No employee shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his or her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties. This paragraph shall not prevent inquiries made by authorized agents of legally constituted agencies in accordance with acceptable and legally established procedures.
- I. Whenever any employee is under investigation or subjected to interrogation by members of this or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions.
1. The interrogation shall be conducted at a reasonable hour, preferably but not necessarily limited to when the employee is on duty.
 2. Any employee, at his/her request, shall have the right to be represented by counsel and/or Union representative of his/her choice prior to and during the making of any statements, written or verbal, concerning any act, incident or occurrence from which disciplinary action, criminal prosecution or civil suit may possibly result.
 3. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation.
 4. The employee under investigation shall be informed of the nature of the investigation prior to any interrogatories and he/she shall be informed of the names of the complainant.
 5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 6. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or any disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
 7. The complete interrogation of an employee, including all recess periods shall be recorded and there shall be no unrecorded questions or statements.
 8. If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.
- J. Employees will not be deprived of liberty or property without due process of law nor denied the equal protection of the laws.
- K. Any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, to include a Preliminary Crime Report, until such time as the employee has been able to contact a Union official and has had reasonable time to discuss the incident with a Union attorney. The attorney shall then be able to counsel the officer during his/her Preliminary Crime Report or any other oral or written statement that may be required.

- L. An employee's locker shall not be opened for any reason including inspection, without the employee or his/her Union representative present. In no event will an employee's locker be opened so as to search through said employee's personal property in said locker, without the employee's consent.
- M. Supervisory officers shall treat employees under their command in a respectful, dignified and professional manner and shall give disciplinary advice to an employee in private, not in the presence of other employees, if possible.
- N. No employee will be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights or any rights afforded him or her by this contract.

ARTICLE 7

DISCIPLINARY PROCEEDINGS

- A. The Parties hereto agree that all aspects of disciplinary proceedings shall be conducted only in accordance with the procedures contained in this Article.
- B. Employees shall be disciplined only on the basis of a breach or violation of the specific rules and regulations of the Department. All disciplinary measures including written reprimands through discharge sought to be imposed upon employees shall be based upon particular written charges which give reasonable notice to the employee of the nature of the charged offense and facts relating thereto, a copy of such charges shall immediately be forwarded to the Union and the charged employee.

The Jail Administrator shall not be disciplined, demoted or discharged except for just cause.

- C. Except in situations requiring immediate action, no disciplinary measures shall be implemented until such time as there has been a full and complete investigation of the matter and the employee has been furnished with a written statement of the charges and reasons, as outlined in Paragraph B. Employees shall have upon request therefore, an opportunity to discuss prospective disciplinary measures with the Sheriff or his/her designated representative in accordance with the provisions of Article 6, Employee's Bill Of Rights.
- D. Any disciplinary action including reprimands taken by the Sheriff or his/her representative may be appealed by the employee giving "Notice of Appeal" to the Sheriff with a copy to the County Human Resources Director within five (5) days (excluding weekends and holidays) from the date of service of the charges upon him/her (attached hereto as Paragraph F).
- E. An employee has the right to appeal any disciplinary action taken by the Sheriff or his/her representative by proceeding either in accordance with Act 298 of the Public Acts of 1966, or by filing a grievance which is automatically processed to Step 3 of the grievance procedure. In the event disciplinary action is appealed through the grievance procedure; and said grievance is not satisfactorily settled at Step 3 or 4, it may be appealed to arbitration in accordance with Article 5, Grievance Procedure, Paragraph H.5.
- F. An employee's decision to appeal disciplinary action pursuant to the contractual grievance procedure shall be made in lieu of his/her appeal rights under Act 298. Notice of the option chosen for appealing disciplinary action shall be given in conjunction with the required "Notice of Appeal" (Paragraph D), on the following form:

NOTICE OF APPEAL - OPTION AND WAIVER FORM

I, _____(employee's name), hereby give notice that I am appealing the imposition of the _____(degree of action) disciplinary action taken against me on or about _____(date) by following the procedures of: (check one)

___ Grievance provisions of the Agreement covering Captains, Jail Administrator and Chief of Staff only, Macomb County Sheriff Department and Police Officers Labor Council, or

___ Act 298 of the Michigan Public Acts of 1966. (If this box is checked, request for Hearing must be simultaneously made to the Macomb County Sheriff's Department Civil Service Commission).

BY CHOOSING THE ABOVE INDICATED OPTION, I HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE AND RELINQUISH WHATEVER RIGHTS I MAY POSSESS UNDER: (check one)

___ Grievance procedure as provided in the Agreement covering Captains, Jail Administrator and Chief of Staff only, Macomb County Sheriff Department and Police Officers Labor Council, or

___ Act 298 of the Michigan Public Acts of 1966.

Received by:

Employee's Name

Dated:_____

Address

POLICE OFFICERS LABOR COUNCIL

- G. In the event there are criminal charges in conjunction with disciplinary action taken against an employee, an appeal of the disciplinary action shall not proceed, if the employee requests with the "Notice of Appeal" that the appeal process be held in abeyance pending resolution of the underlying criminal charge.
- H. In the event an employee shall give notice of his/her intent to appeal any reprimand or disciplinary action taken at the initial state of the proceedings, no penalty resulting from such proceeding shall be implemented until the employee shall have exhausted his/her remedies in accordance with this contract except when immediate action is required. If an employee is suspended or dismissed from the Department, the Employer is obligated only to continue to pay said employee's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision; provided however, the Employer shall only pay said employee's contractual insurance premiums to the extent said employee has recoverable funds with the County (accumulated sick time, annual leave or holiday pay, retirement funds) and the employee has given the County written

permission to use those funds in this regard. Provided further, that during the period of said suspension the employee may utilize personal funds to sustain contractual insurance benefits through the County.

- I. Nothing in the foregoing sections shall be construed to prejudice or understood to constitute a waiver of an employee's right to lost wages or benefits in the event said employee is returned to active employment.
- J. In no event shall the charges against an employee or disciplinary action imposed at the initial stage of the disciplinary proceedings be increased or broadened at any stage of this appeal process.
- K. In the event that an employee shall agree to and accept the reprimand or disciplinary action imposed by the Sheriff or his/her designated representative, it shall be final and binding upon all parties.
- L. In all cases of disciplinary proceedings, the employee being investigated or questioned, may, if he/she so desires, have a Union representative and/or attorney present during such investigation as an advisor. Nothing in the foregoing shall abridge the right of a commanding officer to counsel, advise or admonish an officer under his/her command, in a civil tone, in private.
- M. Before a reprimand is placed in an employee's file, it shall be explained by the Supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies.

ARTICLE 8

PROBATIONARY PERIOD

It is expressly understood that new employees and members of the bargaining unit who have been reclassified into a higher paid classification shall be required to serve a twelve (12) month probationary period in the new classification to determine their ability to perform duties assigned them. In the event that a member of the bargaining unit does not satisfactorily complete the aforementioned probationary period he/she shall be returned to the former classification. In the event that a new employee does not satisfactorily complete the aforementioned probationary period, he/she may be dismissed by the Employer.

ARTICLE 9

SENIORITY

- A. Departmental seniority of a new employee shall commence after the employee has completed the six (6) month probationary period and shall be retroactive from initial date of full time employment with the Department, in accordance with Civil Service regulations.
- B. Classification seniority shall commence when an employee is placed in a classification and shall continue until such time as said employee is placed in a different classification. Classification seniority shall prevail for purposes of vacation and overtime preference as well as to other items the parties hereto may agree upon.
- C. An employee shall forfeit seniority rights only for the following reasons:
 - 1. He/she resigns or terminates his/her employment with the Department.

2. He/she is dismissed and is not reinstated by the Civil service Commission, a court of competent jurisdiction or through other methods of reinstatement.
 3. He/she is absent without leave for a period of three (3) consecutive working days without notification to the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 4. He/she retires.
 5. If he/she does not return to work when recalled from layoffs. In special cases, exceptions shall be made by the Employer.
 6. Return from sick leave and leaves of absences will be treated the same as 3. above.
 7. If the employee, except for participants in the Deferred Retirement Option Program, withdraws his/her contributions from the Macomb County Employees' Retirement System.
- D. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement
- E. A current annual seniority list will be furnished by the Employer to the Union no later than during the month of July. The seniority list shall show the name, job titles, date of hire of all employees of the Union entitled to seniority, department seniority as well as date of classification seniority.

ARTICLE 10

ASSIGNMENTS

- A. While the Sheriff retains the right to make specific assignments within the Department as an executive police command function, assignments for preferred jobs will be made on the following basis.
- B. When a job opening is available in a preferred assignment, the Department will post on the bulletin board the availability of the job for a ten (10) day period.
- C. An employee may file a written request for the preferred job assignment.
- D. Once selection is made, the Sheriff will post the results.

ARTICLE 11

SHIFT PREFERENCE

Nothing in this article shall abridge or otherwise interfere with the right of the Sheriff to create additional shifts, make special assignments, and/or alter shift manpower requirements at any time. Furthermore, should the Macomb County Sheriff's Department enter into a contract with a community having an existing police department whereby the Sheriff's Department assumes the responsibilities of said police department, the Sheriff retains the right to assign personnel to shifts of his/her choice provided said personnel are assigned to perform duties in said community.

ARTICLE 12

EMPLOYEES - SALARIES - CLASSIFICATION CHANGES - PROMOTIONS

- A. Employees of the Sheriff Department, who are promoted to the rank of Captain, Jail Administrator or Chief of Staff and are subsequently covered by this Agreement, shall receive the following increments upon reclassification:
1. Date of reclassification: The affected employee is placed at the minimum salary of the classification.
 2. After thirteen (13) continuous complete pay periods, the affected employee will be eligible for one normal increment. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Sheriff or designee before becoming effective, providing any disapproval of an increment by the Sheriff or designee shall be set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Human Resources Director.
- B. When a new job is created and cannot be properly placed in an existing classification, the Employer will establish a rate to apply to the classification as established pursuant to the provisions of Act 298 of the P.A. of 1966, as amended. In the event the employee or Union does not agree the rate is proper, the Union or the employee shall have the right to submit the matter into the Grievance Procedure at the second step.

ARTICLE 13

WORKING OUT OF CLASSIFICATION

- A. An employee temporarily assigned to a higher job classification for a period in excess of thirty (30) working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. Such temporary assignment must be authorized in writing by the Sheriff or his/her designated agent and approved by the Director, Human Resources, before salary adjustment is made.
- B. In the event an employee is temporarily assigned, in writing as provided above, to a classification and works for a period of at least five (5) working days within this vacated classification which may arise due to death, permanent disability, retirement or resignation, the employee will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater.
- C. Such temporary assignment shall continue only until such time as a current eligibility list is certified by the Civil Service Commission for the job classification to which the temporary assignment is made. No temporary assignments shall be made to job classifications in which there exists a current eligibility list, except in situations where such temporary assignments are made due to a higher job classification employee being temporarily separated from active employment.

ARTICLE 14

SCHEDULING AND HOURS

The regular work week for employees covered by this Agreement, shall be established by the Sheriff or his/her designated agent.

ARTICLE 15

LAYOFF/RECALL

Layoff and/or recall of employees covered by this Agreement shall be effectuated in accordance with the provisions of Act 298 of the Public Acts of 1966, as amended.

ARTICLE 16

HOLIDAY BENEFITS

- A. Employees shall be entitled to holiday pay, compensated in cash, for fifteen and one-half (15-1/2) holidays.* Payment in cash is to be made in December of each year. If any employee works part of the year or receives payment for any of the enumerated holidays currently, compensation in cash shall be adjusted accordingly. Payment shall be based on the salary scale in effect on the date of payment.

The holidays included are:

New Year's Day	Veterans' Day
Martin Luther King Jr., Day	Thanksgiving Day
Lincoln's Birthday	Day after Thanksgiving
Washington's Birthday	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st
Labor Day	*General Election Day
Columbus Day	Good Friday (1/2 day)

*In those years which contain a General Election Day: General Election Day occurs on the Tuesday following the first Monday of November of even numbered calendar years. In other years, fourteen and one-half (14 1/2) days.

Employees regularly scheduled to work any or all of the approved holidays will, in addition to holiday pay, receive a holiday premium rate of time and one-half for all regular hours worked. The holiday premium rate shall be paid on, not later than, the end of the second pay period following the pay period in which such holiday premium rate is earned.

- B. Employees who are scheduled to work the holiday must work the holiday and the scheduled day before and scheduled day after the holiday, unless excused with pay for the entire day, in order to qualify for payment. In order to be excused from work for holiday pay purposes, an employee must secure a medical certificate or written approval by the Sheriff, or designee. The foregoing excuse provision, relating to qualification for holiday pay, shall not apply to employees on sick leave, if such sick leave is in effect prior to the beginning of the current pay period in which the holiday falls. Additionally, the above enumerated holidays, occurring after one (1) year from date of any incapacitating injury for which Worker's Compensation benefits are paid, shall not be credited to the employee, or otherwise qualify the incapacitated employee for holiday payment, and such disqualification shall continue so long as the incapacity exists.

- C. In instances where an employee is declared ineligible for a holiday, the employee shall be notified in writing, with a copy to the appropriate representative of the Bargaining Unit, that payment for the holiday in question is being denied and the reason for such denial. Notice shall be submitted not later than the end of the next pay period following the pay period in which the holiday in question falls.
- D. Holiday pay payments shall be included in the first regular payroll check of December.
- E. 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 Holiday Pay. Payment for the balance of that years holidays and subsequent holiday pay shall be made in December of each year. Payment shall be as described in Section A above.

ARTICLE 17

OVERTIME/CALL-IN PAY

- A. Overtime pay shall be allowed at the rate of time and one half (1 1/2) for work in excess of eight (8) hours; and in case of emergency at times other than the normal scheduled shift. The foregoing provision does not include or apply to the time of Captains, Jail Administrator or Chief of Staff while appearing in Court while off duty.
- B. An employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one half (1 1/2) and such employee shall perform a minimum of four (4) hours work within his/her classification.
- C. All scheduled overtime must be approved by the Department Head who shall submit a monthly report of such overtime allowed to the Finance Committee.
- D. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

ARTICLE 18

ANNUAL LEAVE (VACATION)

- A. Full-time employees, except for participants in the Deferred Retirement Option Program, shall be entitled to earn Annual Leave (Vacation) time according to the following schedule:

<u>Years of Consecutive Service Completed:</u>	<u>Days Earned Per Bi-Weekly Period:</u>	<u>Up to a Maximum of:</u>
Less than 3	.38	10 days
3	.53	14 days
5	.65	17 days
10	.73	19 days
13	.84	22 days
20	.88	23 days
21	.92	24 days
22	.96	25 days
23	1.0	26 days
24	1.038	27 days

- B. Annual Leave days may be accumulated to a maximum of thirty (30) work days.
- C. Leave days cannot be used by an employee until he/she has been on the payroll for six (6) continuous months.
- 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 vacation leave at the rate of pay said employee received at the time of termination.
- E. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- F. 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 a vacation bank at the rate of one day for each month or part thereof spent in the Armed Service. Such leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- G. Vacation schedules for employees of all departments shall be developed by the Sheriff or designee and must have his/her approval. Provided, however, that employees shall be granted vacation preference in order of classification seniority, subject to the following restrictions:
 - 1. Employees receiving at least twenty (20) leave days annually and/or who have in their Annual Leave Bank sufficient time, shall receive two (2) weeks summer annual leave (April/September) and two weeks winter annual leave (October/March). Exceptions to the two (2) week summer, two (2) week winter leave can be made by mutual agreement between the Sheriff and the Union.
 - 2. As of March 1, for summer annual leave, (April/September) and September 1, winter annual leave, (October/March), senior employees shall not be able to remove the names of less senior employees from the vacation schedule, unless there is mutual consent among the affected employees.
 - 3. Split vacations will be granted only when due and proper notification has been given to the Sheriff or designee and with his/her approval.
 - 4. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned.
 - 5. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Sheriff or designee.
 - 6. When a holiday is observed by the employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day continuous with the vacation, except for those employees receiving holiday pay, as outlined in the Holiday Pay provision of this Agreement.
 - 7. Upon direction by their respective Supervisor, employees may be requested to work during periods of Annual Leave and shall receive Annual Leave pay in lieu of time off and such annual leave pay shall be deducted from their accumulated Annual Leave Bank. This shall be restricted to a period of one week in any Annual Leave year.

H. ANNUAL LEAVE FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B., D., and E. of Article 18, above, and shall receive annual leave in the following manner:

1. DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of annual leave equal to the number of hours of annual leave accumulated in the calendar year immediately preceding the commencement of DROP participation.
2. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of annual leave for the balance of the calendar year computed in the same manner as paragraph H.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 19

SICK LEAVE

A. Every full-time employee, except for participants in the Deferred Retirement Option Program, shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two-week pay period of service.

B. For sick leave usage only, the unused sick leave accumulation maximum that an employee can earn is one hundred eighty (180) work days.

For accumulated sick leave payoff purposes, as provided in Article 20, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred twenty-five (125) work days.

C. An employee may utilize sick leave allowance for absences:

1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.

3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
 4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
 5. Personal Days: An employee may use two (2) days per year for personal business reasons not to be deducted from his/her Sick Leave Bank.
- 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 cause for denial of sick leave with pay for the period of the absence.
 - E. The employee may be required to produce evidence, in the form of a medical certificate of the adequacy of the reason for absence during the time for which Sick Leave is granted.
 - F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
 - G. Sick leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
 - H. A non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
 - I. Employees shall not be entitled to use Sick Leave until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.

Effective as soon as possible after ratification of this Agreement, employees shall not be entitled to use Sick Leave and/or Personal Business Days until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.
 - J. Employees participating in the DROP Program shall not be subject to Article 19, Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
 1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP program.
 2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.

3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph J.1., employees may utilize that Sick Leave, accrued pursuant to Sections 19.A. and 19.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 20, ACCUMULATED SICK LEAVE PAYOFF, at the time the employees DROP participation begins.
4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section J.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

ARTICLE 20

ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, shall be paid for seventy-five percent (75%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.

Effective December 19, 1996, all employees hired on or after this date shall not have their Sick Leave Banks made part of Final Average Compensation (FAC).

- B. Deferred Retirement: An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave, computed on the basis of the employee's salary at termination of employment. This payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.

Effective December 19, 1996, all employees hired on or after this date shall not have their Sick Leave Banks made part of Final Average Compensation (FAC).

- C. Payoff When There is No Retirement: In case of death of an employee, payment of seventy-five percent (75%) 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 21

BEREAVEMENT LEAVE

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

- A. The Employee will be granted three (3) days off with pay due to a death in the Employee's immediate family. Immediate family shall be defined as follows: natural mother, natural father, current spouse, natural or legally adopted children of employee or current spouse. It shall also include any person who is normally a member of the employee's household.
- B. The Employee will be granted one (1) day off with pay, not deductible from Sick Leave for the death of one of the following: mother-in-law, father-in-law, natural brother, natural sister. Upon request, an Employee may use two (2) additional bereavement leave days for the death of a relative listed in Paragraph B. These two (2) additional bereavement leave days will be chargeable to Sick Leave.
- C. The Employee will be granted three (3) bereavement leave days chargeable to Sick Leave upon the death of one of the following: grandparents, grandchildren, nephews, nieces, brothers-in-law, sisters-in-law, daughters-in-law, and sons-in-law of the Employee or the Employee's current spouse.

ARTICLE 22

WORKER'S COMPENSATION DISABILITY

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

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury, with the Sheriff or Designee on the day such injury occurs or, if physically unable to do so because of the nature of the injury, then a physician's report in writing relating to such injury shall be filed with the Sheriff or Designee within one week from the date of injury. The report shall be made upon the form furnished by the County of Macomb and when received by the Sheriff or Designee shall be transmitted forthwith to the office of the Human Resources Director. hereinafter defined and set forth.
- D. The employee shall furnish to the Human Resources Department a written medical certificate which includes a description of the injury and period of incapacity as well as periodic written medical progress reports when requested.
- E. Compensation received by an employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such employee from performing any available County employment, shall be paid on the following basis:

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 six (6) months from date of incapacitating injury. At the end of said six (6) month period, the Human Resources Department shall review the disability status of the injured employee to determine if up to an additional six (6) month extension shall be granted, dependent upon the physical condition and ability of the employee to perform other available County employment. In no event shall the period for supplementation under this provision exceed one (1) year from the date of incapacitating injury. If disability exists at the end of the one (1) year period, the employee shall seek to become eligible for coverage under the appropriate disability provision of the Macomb County Employees' Retirement Ordinance. Employees receiving disability compensation hereunder shall continue to accrue sick leave days on the same basis as employees on the active payroll and such disability sick days compensated for under this paragraph shall not be deducted from the employee's sick leave bank.

ARTICLE 23

LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:
1. Personal illness/injury
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
 2. Illness/injury in immediate family
 3. Education
 4. Personal reason
- B. General Provisions:
1. Leave of absence may be with pay or without pay.
 2. An employee absent from work for five (5) or more days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
 3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
 4. Waiting periods for Leaves of Absence eligibility:
 - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
 - Illness/injury in immediate family
 - Education

- Personal reason
- Personal illness/injury
- b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
 - 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 Sheriff and the Director of Human Resources shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes.
- 7. An employee who receives a Leave of Absence Without Pay shall not accrue benefits during the time which the employee is on said Leave of Absence Without Pay.

C. Types of Leaves of Absence:

- 1. Personal Illness/Injury:
 - a. All requests for this type of leave of absence must be submitted in writing to the Sheriff or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
 - b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:
 - (1) General nature of personal illness/injury
 - (2) Dates of incapacity
 - (3) Anticipated date of return to work
 - (4) Physician's signature
 - (5) Physician's name, address, and telephone number

- c. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
 - d. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.
 - e. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform 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 Sheriff 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 Sheriff or designee.
 - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
4. Personal Reasons:
- a. All requests for this type of leave of absence shall be submitted in writing to the Sheriff 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.

ARTICLE 24

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 25

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees (including DROP Participants):

- a. The life insurance provided by the Employer for employees in the bargaining unit is \$15,000 death benefit and \$5,000 additional accidental death and/or dismemberment benefit.
- b. The Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit life insurance. The amount of coverage shall be equal to 1, 2, 3, 4, or 5 times the employee's annual salary (rounded to the nearest thousand dollars) and based on the Employer's and 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 \$1,000, to the employee only, who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

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

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

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

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

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

- b. Each employee who elects not to participate in any 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 September 26, 2008, 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:

Effective December 18, 2009, for all employees promoted or hired into this bargaining unit on or after December 18, 2009, 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 twenty-five (25) 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:

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement or DROP. Coverage for the eligible spouse will terminate upon the death of the retiree, unless the retiree elects to exercise a retirement option whereby the eligible current spouse receives applicable retirement benefits following the death of the retiree.
- b. Preferred Rx Managed Prescription Drug Program: An eligible retiree, and the person who is said retiree's spouse at the time of retirement, covered by the traditional Blue Cross/Blue Shield indemnity health care plan will be enrolled in the Preferred Rx Managed Prescription Drug Program. Coverage is as follows:
 - (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
 - (2) Co-pays for prescriptions received from an approved Blue Cross/Blue Shield Preferred Rx network pharmacy will be \$5.00.
 - (3) Co-pays for maintenance prescriptions, received from an approved Blue Cross/Blue Shield Preferred Rx provider by mail order, will be \$2.00.
- 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. Spouse Retiree Hospital-Medical Insurance: Effective January 1, 1983, for employees retiring after January 1, 1982, the County will pay one hundred percent (100%) of the total premium for Blue Cross/Blue Shield Hospital-Medical insurance for current spouse in accordance with the conditions and provisions set forth in Section B.2.
- g. The Employer shall offer retirees the option of selecting the "Preferred Provider Organization" program.
- h. 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.

3. Health Maintenance Organization (see Appendix A):

- a. 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.

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

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.

- c. 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.

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

- a. 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.

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

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

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

- a. 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.

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

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

6. Liability Insurance: The County shall provide for each regular employee (including DROP Participants), Bodily Injury and Property Damage Liability Insurance and Personal Injury Insurance, including "false arrest" when arising out of and in the line of duty in the conduct of duly constituted business. The limits of insurance for each occurrence will be \$450,000 excess of \$50,000 self insured retention per occurrence with an annual aggregate of \$450,000. The cost of this insurance will be borne by the County.

7. Disability Benefits: Employees (including DROP Participants) who shall be medically certified as unable to perform their duties, as designated by the Employer because of the following illnesses or diseases, shall receive compensation of fifty dollars (\$50.00) per week for a maximum of fifty-two (52) weeks, based on the conditions specified herein:

SPECIFIC ILLNESS AND/OR DISEASE

Infectious Hepatitis	Small Pox
Spinal Meningitis	Scarlet Fever
Diphtheria	Typhoid
Tetanus	Poliomyelitis
Rabies	(Infantile Paralysis)
Tularemia	Encephalitis

Conditions under which specified weekly payments will be made:

- a. The afflicted employee shall be declared ineligible for applicable Worker's Compensation benefits as prescribed by the Worker's Compensation Act of the State of Michigan.
 - b. The afflicted employee shall have exhausted his/her sick leave and annual leave bank in accordance with the provisions of the Macomb County Annual Leave (Vacation) and Sick Leave Policy.
 - c. The afflicted employee is not receiving any other form of County Compensation other than applicable fringe benefits.
8. Long Term Disability: Employees (including DROP Participants) covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.
9. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

ARTICLE 26

RETIREMENT SYSTEM

- A. The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance subject to the improvements outlined below and the Employer and employee shall abide by the terms and conditions thereof, provided that the provisions thereof may be amended by the Employer as provided by the Statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employee.
- B. The employee's contribution to the retirement system is four percent (4.0%) of their compensation.

Effective December 19, 1996, all employees hired on or after this date shall not have their Sick Leave Banks made part of Final Average Compensation (FAC). The elimination of Sick Leave Banks from FAC calculation is a partial trade-off for the improvement made to the pension multiplier.
- C. Employees covered by this Agreement, who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, Section 24 (a) "Retirement Allowance" of the Ordinance shall receive:

1. Employees in the bargaining unit shall have a straight life retirement allowance consisting of:
 - a. An employee pension which shall be the actuarial equivalent of his/her accumulated contributions standing to his/her credit in the employee's savings fund at the time of his/her retirement; and
 - b. A County pension which when added to his/her employee pension will provide a retirement allowance equal to the number of years and fraction of a year, of his/her credited service multiplied by the sum of 2.40% of his/her final average compensation, for the first twenty-six (26) years and 1% thereafter. In no case shall his/her County pension exceed 65% of his/her final average compensation.
2. Notwithstanding the provisions of Section 2(3), 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.
3. The formula for calculating final average compensation for computing pension benefits shall be based on the average of the highest three (3) consecutive years within the last ten (10) years of service.
4. Upon written application, an employee in the bargaining unit may apply for voluntary retirement after completing twenty-five (25) years of service regardless of age or upon completing eight (8) years of service and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in Section 22 of the Macomb County Employees' Retirement Ordinance.

Effective December 18, 2009, an employee promoted or hired into this bargaining unit may apply for voluntary retirement after completing twenty-five (25) years of service with the County regardless of age or upon completing fifteen (15) years of service with the County and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in Section 22 of the Macomb County Employees' Retirement Ordinance.

5. Annuity Withdrawal: Any member of the bargaining unit who retires on or after January 1, 1984, pursuant to Sections 24, 25 or 31 of this Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of

the interest rate established by the Pension Benefit Guaranty Corporation, or, if such a rate is unavailable, by the Macomb County Employees' Retirement System Ordinance for such annuity withdrawals. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in this Section 26 of the Ordinance.

6. **Purchase Of Military Service Credits:** Members who wish to purchase military service credits as provided in the Macomb County Employees' Retirement Ordinance (being Section 52 of such Ordinance) shall be allowed to purchase said credits through payroll deduction. 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 52, 5.a) and b) of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

7. **Pop-Up Option:** A retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26(a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.
 8. **Non-Duty Death Retirement Allowance For Surviving Spouse:** Any bargaining unit member who continues in the employ of the County for more than ten (10) years and has not nominated a beneficiary as provided in the 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 sixty (60) years, (2) elected Option A in Section 26 of the Retirement Ordinance, and (3) nominated his/her SPOUSE as beneficiary.
- D. **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 27

LONGEVITY

- A. The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.
- B. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- C. The basis of longevity compensation is as follows:
 - 1. Eligibility of an employee shall initially commence when such employee shall have completed at least five (5) full years of continuous employment on or before October 31st of any year except as the following prorated formula shall apply:
 - a. Employees who complete at least five (5) full years of continuous employment during the months of November and December only, of any year, shall receive a prorated share of longevity as follows:

November 1 through November 15	---	95%
November 16 through November 30	---	90%
December 1 through December 15	---	85%
December 16 through December 30	---	80%
 - b. The schedule of payments and provisions of the Longevity Compensation Policy remains unchanged, except as amended above.
 - 2. Credit shall be given retroactive 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 authorized by the Sheriff and approved by the Human Resources Director; provided such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.
 - 4. The following schedule of payment shall be used as a basis for computation of longevity, paid to such employee as of October 31st, provided such employee is qualified as to length of service as per Section C, paragraph 1.a., as amended, provided, that the compensation to be utilized for computation purposes for a part-time employee entering upon full-time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) years of full-time employment is attained.

5. The following schedule of payment shall apply:

<u>Step</u>	<u>Continuous Years of Service</u>	<u>Amount</u>
1	5 through 9	\$ 672
2	10 through 14	\$1,344
3	15 through 19	\$2,016
4	20 through 24	\$2,688
5	25 and thereafter	\$3,360

D. Pro-ration of longevity payments for employees retiring or deceased during any year prior to October 31st will be as follows:

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, from the preceding November 1st to the calendar month in which termination takes place. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
3. An approved Leave of Absence Without Pay for reasons of personal illness/injury shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education, military service and personal reason will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
4. Employees leaving the employ of the County by reason of retirement and receiving benefits under the Macomb County Employees' Retirement Ordinance, or by reason of death from any cause shall be entitled to and receive a longevity payment upon a pro-rated basis for that portion of the year employed, regardless of date of termination of employment.

E. Military duty time will be included as continuous service time in the computation of future longevity payments provided the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.

F. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. This longevity payment shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions, and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.

G. Payments to employees eligible as of October 31 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 and through and including October 31st of the following year.

- H. The foregoing longevity compensation policy is subject to such changes, amendments and termination by the Macomb County Board of Commissioners as may be in the best interest of the County of Macomb and the Budget Committee of the Board of Commissioners shall be charged with exclusive jurisdiction to resolve and interpret all provisions thereof and matters arising hereunder not specifically covered herein or of doubtful construction as to meaning.
- I. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section D, above. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section G, above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section C.5, above).

ARTICLE 28

MANAGEMENT RIGHTS

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

ARTICLE 29

DRUG TESTING

It is expressly understood that the Sheriff/Undersheriff or their designee shall, at their sole discretion, have the authority to require a member of the bargaining unit to submit to alcohol or drug test upon reasonable suspicion.

Furthermore, any officer whose present assignment involves narcotics investigation may be subjected to random drug testing at the sole discretion of the Sheriff/Undersheriff or their designee.

ARTICLE 30

JURY DUTY

If an Employee is called for jury duty, the Employee shall promptly provide a copy of the official notice to his/her immediate supervisor. An Employee who is assigned to the afternoon or midnight shift shall be switched to the day shift as his/her regularly scheduled shift for purposes of jury duty, provided, however, should any Employee be released from jury duty prior to the end of that day's shift, the Employee shall 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 the assigned shift. The Employee shall endorse any payment received as a result of jury duty service and deliver that payment to his/her immediate supervisor. Expenses provided to Employees as a result of jury duty service, such as mileage, parking or meal expenses, shall be retained by the Employee.

ARTICLE 31

SPECIAL CONFERENCES

Special conferences mutually agreed upon for important matters will be arranged between the Union representative and the Employer or its designed representative upon the request of either party. Such meetings shall be between up to three (3) representatives of the Employer and up to three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Police Officers Labor Council.

ARTICLE 32

HAZARD PAY

- A. A subsidy, as hereinafter set forth, will be paid to employees in the classifications of Captain and Chief of Staff, only. Such subsidy shall not be considered, nor construed, as salary or wages for personal services rendered by employees in the classifications of Captain and Chief of Staff.
- B. Employees in the classifications of Captain and Chief of Staff shall receive a single annual payment of \$420 as Hazard Pay. Payment is to be made no later than the first Friday following the end of the first pay period in July.
- C. Employees in the classifications of Captain and Chief of Staff will receive a minimum of fifty (50) rounds of practice ammunition each year. Distribution and control of the ammunition will be under the jurisdiction of the Sheriff.
- D. Hazard Duty is earned by employees in the classifications of Captain and Chief of Staff after they have performed the personal services. The first and last Hazard Pays received by employees in the classifications of Captain and Chief of Staff shall be prorated at the rate of one dollar and fifteen cents (\$1.15) per day, where applicable.

ARTICLE 33

UNION BULLETIN BOARDS

The Employer will provide bulletin boards including lock and key, which may be used by the Union for purposes of Union business only. The said bulletin board shall not be used by the Union to disseminate propaganda, or posting of non-union political matters.

ARTICLE 34

EDUCATION ALLOWANCE

- A. Both Parties to this Agreement believe it is in the best interests of the Public and the Department to encourage and promote higher education in those instances where the courses taken are of benefit to the law enforcement officer in the performance of his/her duties. To these ends, the Parties agree that a representative of the Union and the County shall mutually establish before January 15, 1977, a comprehensive list of law enforcement college level credits and/or degrees or certificates which shall qualify for the education allowance herein.
- B. Only those employees classified as Captains, Jail Administrator and Chief of Staff shall be eligible to qualify for these education benefits.
- C. All eligible employees who desire to qualify for education benefits shall have semi-annual opportunities to do so on January 15, and July 1 by submitting authorized college transcripts to the Union President or his/her designated representative, at least ten (10) days prior to the aforesaid qualification dates, if possible.
- D. Upon receipt of such evidence of qualification for education benefits, the appropriate County representative shall give notice to the Finance Director of an employee's right to receive said benefits. Payment shall be made to all Captains and Jail Administrator qualifying for said benefits, effective from the January 15 or July 1 qualification dates.
- E. The following amounts will be added into eligible employee's base rate of pay upon qualification for the appropriate education allowance.

<u>AMOUNT</u>	<u>LEVEL</u>
\$150.00	Certificate, or/30 semesters, or/45 quarter credits
\$250.00	Associate Degree, or/60 semesters, or/90 quarter credits
\$500.00	Bachelor's Degree
\$800.00	Master's Degree

ARTICLE 35

AIR CONDITIONED VEHICLES

All newly purchased Sheriff Department automobiles primarily utilized by bargaining unit members in pursuit of their assigned duties, will be equipped with air conditioning.

ARTICLE 36

UNIFORM ALLOWANCE

- A. Bargaining unit members will receive a single annual uniform allowance payment of seven hundred seventy-five dollars (\$775.00).
- B. Payment is to be made no later than the first Friday following the end of the first pay period in July.
- C. When an employee voluntarily or involuntarily discontinues employment, the employee shall be entitled to only a proportionate share of the annual uniform allowance equal to the ratio between the number of days employed and three hundred sixty-five (365); the Employer reserves the right to recover any excess uniform allowance payments made to an employee from said employee's other benefits which are maintained by the County.
- D. Employees will be permitted to purchase uniforms and equipment at the establishment of their choice, provided however, that the items purchased must strictly comply with the specifications set forth by the Macomb County Sheriff's Department. The purchase and use of any item which deviates from the Department specifications shall be made at the employee's personal cost and risk of Department disciplinary action.
- E. The present Uniform and Cleaning Allowance policy as it pertains to employees covered by this Agreement, will be continued for the duration of this Agreement as follows:

Uniforms and other attire, as required by Department regulations, personally owned, shall be taken to a designated commercial establishment for service required. Items to be covered include:

- | | |
|---|-------------------------|
| Uniform outer coats | Uniform shirts and ties |
| Uniform trousers/shirts | Uniform coats |
| Suits, Outer Coats & Shirts
for Non-Uniform personnel only | |

ARTICLE 37

SAVINGS CLAUSE

The Parties hereto realize that certain Court decisions or change of legislature during the term of this Agreement may make certain portions of this Agreement invalid and/or illegal. In that case, it is the intent of the Parties hereto that only that provision that is inconsistent with the law or legislation is invalid and the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE 38

STATUTORY RIGHTS AND RESPONSIBILITIES

The Parties hereto agree that the foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County Official from fulfilling or carrying out the Statutory or Constitutional duties of his or her office, provided however that the foregoing shall not be construed to diminish, impede, or abrogate the responsibilities, duties and obligations of the Employer as provided by the Public Employment Relations Act as well as other applicable statutes and case law.

ARTICLE 39

SALARY SCHEDULE

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

ARTICLE 40

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 41

TERMINATION OR MODIFICATION

This Agreement shall be and continue in full force and effect until December 31, 2011.

- A. If either Party desires to terminate this Agreement, it shall, at least one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each Party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to written notice of termination by either Party at least one hundred twenty (120) days prior to the current year's termination.
- B. If either Party desires to modify or change this Agreement, it shall, at least one hundred twenty (120) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event, the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- C. Notice Of Termination Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Union, Police Officers Labor Council, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083, and if to the Employer, addressed to the Human Resources Director, Macomb County Building, 10 N. Main St., Mt. Clemens, Michigan 48043, or to any such address as the Union or the Employer may make available to each other.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.

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

IN WITNESS WHEREOF, the Board of County Commissioners, by its Human Resources Director, and the Macomb County Sheriff, and representatives of the Police Officers Labor Council, on behalf of its represented employees, hereby cause this Agreement to be executed.

FOR THE UNION:

FOR THE EMPLOYER:

ERIC A. HERPPICH, Division Director
Labor Relations

MARK A. HACKEL
Macomb County Sheriff

DATED: _____

SALARY SCHEDULE

CAPTAINS/JAIL ADMINISTRATOR/CHIEF OF STAFF

January 1, 2010 – December 31, 2011

<u>Classification</u>	<u>Minimum</u>	<u>6 Months</u>	<u>12 Months</u>	<u>Maximum</u>
Chief of Staff	\$92,177.51	\$97,298.48	\$102,419.45	\$102,419.45
Captain	\$83,797.73	\$88,453.16	\$93,108.59	\$93,108.59
Jail Administrator	\$83,797.73	\$88,453.16	\$93,108.59	\$93,108.59

Effective January 1, 2004, the parties agreed to increase the wage differential for the classifications of Captain and Jail Administrator over the Lieutenant classification from 16% to 16.56%.

The Parties agree the wage differential for the classifications of Captain and Jail Administrator over the Lieutenant classification, as identified in the Labor Agreement, shall not apply during the duration of the January 1, 2010 through December 31, 2011 contract period only.

The Parties agreed to establish a wage differential of ten percent (10%) between the classifications of Chief of Staff and Captain.

Community BlueSM PPO Plan 6

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.

Deductible	\$250 for one member, \$500 for the family per calendar year Note: Deductible waived if service is performed in a PPO physician’s office.	\$500 for one member, \$1,000 for the family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays • Fixed dollar copays • Percent copays	\$20 for office visits and \$100 for emergency room visits	\$100 for emergency room visits
	10% for general services, waived if service is performed in a PPO physician’s office , and 50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
Copay dollar maximums • Fixed dollar copays • Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	\$1,000 for one member, \$2,000 for two or more members per calendar year	\$2,000 for one member, \$4,000 for two or more members per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$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 – 90% after deductible	Covered – 80% 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 – \$20 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 90% after deductible	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$20 copay	Covered – 80% 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 – 90% after deductible	Covered – 90% after deductible

Diagnostic services

Laboratory and pathology services	Covered – 90% after deductible	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 90% after deductible	Covered – 80% after deductible
Therapeutic radiology	Covered – 90% after deductible	Covered – 80% after deductible

Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 90% after deductible	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 90% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient consultations	Covered – 90% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 80% after deductible

Alternatives to hospital care

Skilled nursing care	Covered – 90% after deductible	Covered – 90% 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 – 90% after deductible	Covered – 90% after deductible
Home infusion therapy – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

Surgical services

Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 80% after deductible
Presurgical consultations	Covered – 100%	Covered – 80% after deductible
Colonoscopy	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary sterilization	Covered – 90% after deductible	Covered – 80% 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 only
	Limited to \$1 million lifetime 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 – 90% after deductible	Covered – 80% after deductible
Specified oncology clinical trials	Covered – 90% after deductible	Covered – 80% after deductible
Kidney, cornea and skin	Covered – 90% after deductible	Covered – 80% after deductible

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In-network

Out-of-network

Mental health care and substance abuse treatment

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

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic spinal manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 90% after deductible Limited to a combined maximum of 60 visits per member per calendar year	Covered – 80% after deductible
Durable medical equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and orthotic appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	Not covered	Not covered

Optional riders

Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	MOD: \$400 for one member, \$750 for two or more members per calendar year
Preventive care services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year	MOD: Payment for preventive services is limited to a combined maximum of \$750 per member per calendar year
Mammography screening	MOD: Covered – 100% after deductible
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

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Appendix A- Insurance Benefits Plan Designs

County of Macomb Plan Option as modified below (HAP)

Benefit	
Office Visit Primary Physician	\$10
Office Visit Specialist	\$20
Emergency Room Care	\$150
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$5
Formulary	\$15
Non-formulary	\$25
Mail-Order	2 X above co-pay

County of Macomb Plan Option as modified below (BCN)

Benefit	
Office Visit Primary Physician	\$10
Office Visit Specialist	\$20
Emergency Room Care	\$150
Urgent Care Visit	\$30
Prescription Drugs	
Generic	\$5
Formulary	\$15
Non-formulary	\$25
Mail-Order	2 X above co-pay

LETTER OF AGREEMENT
between
COUNTY OF MACOMB
and
POLICE OFFICERS LABOR COUNCIL (POLC)

The County and the Union agree to cancel Longevity payments for all eligible employees and DROP participants for the years 2010 and 2011.

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

FOR THE UNION:

FOR THE EMPLOYER:

Dated: _____

LETTER OF AGREEMENT
between
COUNTY OF MACOMB
and
POLICE OFFICERS LABOR COUNCIL (POLC)

The County and the Union agree for each year 2010 and 2011, each employee and DROP participant shall be docked three (3) working days without pay per calendar year. The three (3) 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 and 2011 respectively.

The County and the Union also agree that for each year 2010 and 2011, each employee and DROP participant shall have his/her holiday pay benefit as outlined in Article 16, Holiday Benefits, reduced by three (3) days per calendar year.

If an employee fails to schedule the dock days as described above, the balance of dock days will be scheduled and taken at the employer's discretion prior to December 30th 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.

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

FOR THE UNION:

FOR THE EMPLOYER:

Dated: _____

**Letter of Understanding
between
The County of Macomb
and
POLC - Representing Captains/Jail Administrator/Chief of Staff

Weapons**

The Sheriff shall continue to cooperate and assist law enforcement officers in purchasing weapons by permitting said officers to utilize Macomb County Sheriff's Department letterhead stationery in ordering weapons in accordance with the following form:

To Whom It May Concern:

Please be advised that _____ (NAME) is a _____ (TITLE) employed by the Macomb County Sheriff's Department, 43565 Elizabeth Road, Mount Clemens, Michigan, and is authorized to purchase weapon(s) described below.

MAKE: _____

MODEL: _____

Your cooperation in this matter is appreciated.

Sheriff, Macomb County, Michigan

FOR THE UNION:

FOR THE COUNTY:

DATE: _____

**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 Police Officers Labor Council, on behalf of the Macomb County Sheriff Department Captains, Jail Administrator and Chief of Staff 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:

Dated: _____

MEMORANDUM OF UNDERSTANDING
regarding
DEFERRED RETIREMENT OPTION PLAN
FOR MEMBERS OF POLICE OFFICERS LABOR COUNCIL
REPRESENTING CAPTAINS, JAIL ADMINISTRATOR AND CHIEF OF STAFF

- A. Background: The Police Officers Labor Council is a labor organization representing some employees of the Macomb County Office of the Sheriff, including Captains, the Jail Administrator and the Chief of Staff. The union has bargained with the Macomb County Board of Commissioners and entered into a labor agreement whose term commenced January 1, 2004 and ends December 31, 2006. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the Police Officers Labor Council. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on August 12, 2004), effective August 28, 2004, an employee of Macomb County who is a member of the Police Officers Labor Council representing the Captains, the Jail Administrator and Chief of Staff of the Office of the Sheriff, 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 Labor Council 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 August 12, 2004), effective August 28, 2004, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the Police Officers Labor Council 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 Police Officers Labor Council and the County of Macomb, employees who are represented by the Police Officers Labor Council 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 August 12, 2004) August 28, 2004.

- 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 and/or the applicable Collective Bargaining Agreement 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. Interest is earned on the DROP account balance at

the end of each month, and shall be paid to the employee's DROP account no later than the last day of the following month. In the event of separation, interest shall be paid in full to the date the DROP account is distributed pursuant to the schedule below:

DROP Issuance	January 1st	February 1st	March 1st	April 1st	May 1st	June 1st	July 1st	August 1st	September 1st	October 1st	November 1st	December 1st
08 Drop								\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
08 Int.									\$14	\$28	\$42	\$56
09 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
09 Int.	\$70	\$84	\$98	\$112	\$126	\$140	\$154	\$168	\$182	\$196	\$210	\$224
10 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
10 Int.	\$238	\$252	\$266	\$280	\$294	\$308	\$322	\$336	\$350	\$364	\$378	\$392
11 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
11 Int.	\$406	\$420	\$434	\$448	\$462	\$476	\$490	\$504	\$518	\$532	\$546	\$560
12 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
12 Int.	\$574	\$588	\$602	\$616	\$630	\$644	\$658	\$672	\$686	\$700	\$714	\$728
13 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800					
13 Int.	\$742	\$756	\$770	\$784	\$798	\$812	\$826	\$*				

*Final Interest would be (\$288,000) times (.035 divided by 365) times (number of days after July 1, 2013 the \$288,000 plus interest is distributed to DROP participant). If distributed on August 1, 2013, the interest amount shall be \$840.

- I. **Contributions:** The employee's contributions to the Macomb County Employees Retirement System shall cease as of the date that the employee begins participation in the DROP.
- J. **Distribution of DROP Funds:** Within 45 days of termination of employment, the employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his/her individual DROP account:
 - 1) A lump sum distribution to the employee; AND/OR
 - 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with any procedures established by the Macomb County Board of Commissioners or the Retirement System for such rollovers.

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

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

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

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

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

DATED: _____