

AGREEMENT

between

COUNTY OF MACOMB

and

U.A.W., LOCAL 412, Unit 55

representing

SENIOR CITIZEN LEGAL SERVICES EMPLOYEES

January 1, 2011
through
December 31, 2011

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AGREEMENT

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA, UAW, UNIT 55 OF LOCAL 412

This Agreement is entered into January 1, 2011, by and between the County of Macomb, a Michigan Municipal Corporation, hereinafter referred to as the Employer or the County, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and the employees of Senior Citizen Legal Services, Unit 55, of Local 412, UAW, hereinafter called the Union.

The Parties hereto, each of its duly authorized officials and representatives hereby accept this Agreement and each of the terms and conditions thereof, subject to ratification.

ARTICLE 1

PURPOSE AND INTENT

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

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

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

ARTICLE 2

STRIKES AND LOCKOUTS

The Parties recognize that it is essential to the County's residents that services rendered to the public be without interruption and that the right of employees to strike is prohibited 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.

There shall be no lockout of its employees by the Employer.

ARTICLE 3

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees in the classification of Attorney, Managing Attorney and Paralegal at the Department of Senior Citizen Services, provided it is agreed and understood that the County of Macomb does not, by entering into this Agreement, purport to assume control or exercise jurisdiction in those areas where Statutory and Constitutional powers have been exclusively vested in County or State elected or appointed officials.

ARTICLE 4

UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.
- D. Failure of employees covered by this Agreement to comply with the provisions of this Article, shall cause the Employer to terminate said employee's employment. The Union shall be required to make a written request for termination under this provision and shall include justification for its implementation.
- E. Upon written notice by the Financial Secretary-Treasurer of UAW Local Union 412 to the Employer of the failure of an employee to tender the periodic dues, representation fees, and/or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, the Employer shall send notice to said employee of its intent to discharge him/her and the reason thereof. Upon subsequent failure of the employee to tender said dues, representation fees, and/or initiation fees within five (5) days of receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within the five (5) days of receiving notice of intent to discharge as referred to above, such discharge shall be rescinded.
- F. The Employer shall deduct monthly dues and fees from the second pay of the month from all employees for whom the Union has delivered a properly executed Authorization for Checkoff of Dues form. The agreed upon form is located in Appendix B.
- G. The Employer shall remit to the Financial Secretary-Treasurer of UAW Local Union 412 all Union dues or fees collected pursuant to this Article from payroll checks on the last working day of the month such dues or fees are deducted.

ARTICLE 5

CHECKOFF AND REMITTANCE OF DUES AND FEES

- A. Upon written authorization from each employee, the Employer shall deduct from the wages of each, all fees and dues as are prescribed by the Union and/or this Agreement. Each employee and the Union hereby authorize the Employer to rely upon and to honor written certification by the Treasurer of the Union of the amounts to be deducted. Such deductions under all properly executed authorizations shall become effective at the time application is signed by the employee.

- B. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment.
- C. The Employer shall advise the Local Union of all new hires each sixty (60) days.
- D. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized in writing by them, under the Payroll Deduction for Union Dues and/or Service Fees as provided for in this Agreement.

The Union will protect, indemnify and save harmless the Employer from any and all claims, demands, suits and other forms of liability, including but not limited to, matters related to the purpose for which monies collected through payroll deduction are expended by the Union or by reason of action taken or not taken by the Employer for the purpose of complying with Article 4, Union Security and Article 5, Checkoff And Remittance of Dues And Fees of this Agreement.

ARTICLE 6

UAW-V-CAP

- A. During the life of this Agreement, the Employer agrees to deduct from the pay of each employee voluntary contributions to the UAW-V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form in Appendix C; provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW-V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form.
- B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form, together with the provisions of this section of the Agreement.
- C. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" form for each employee for whom voluntary contributions to UAW-V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW-V-CAP" forms which have been properly executed and are in effect.
- D. Deductions shall be made, pursuant to the forms received by the Employer from the employees' first union dues period in the first month following receipt of the checkoff authorization form and shall continue until the checkoff authorization is revoked in writing.
- E. The Employer agrees to remit said deductions promptly to the UAW-V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW-V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW-V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

- F. The Parties hereby agree that the amount of \$1.00 represents a reasonable estimate of the Employer's costs of administering the voluntary political contributions checkoff program provided for in the Agreement over the life of the Agreement. The Parties hereby additionally agree that the Union's obligation to bear the administrative costs of the aforementioned voluntary political checkoff program has been met by the incorporation on estimated figure stated above into the total economic settlement package negotiated in this Agreement.
- G. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 7

DISCRIMINATION

The Parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment; and to these ends, agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, marital status, or handicap, except where based on a bonafide occupational qualification.

ARTICLE 8

UNION REPRESENTATION

- A. There shall be one (1) Unit Chairperson chosen from among employees of this Agreement in a manner to be determined by the Union. In the absence of the Chairperson an alternate shall be appointed. The Department Head shall be notified by the Union of the temporary appointment of an alternate.
- B. The Union shall notify the Director, Human Resources, in writing of the name of the Chairperson. In the event there is a change in the Chairperson, the Union shall give due notice within forty-eight (48) hours prior to such Chairperson taking over his/her duties.
- C. The Unit Chairperson shall be permitted a maximum of five (5) hours per week during their normal working hours, without loss of time or pay, for the purpose of conducting labor relations related union business, to include, but not limited to, investigating and presenting grievances to the Employer. Additional release time shall have prior authorization from the Department Head.
- D. The Unit Chairperson shall be permitted to meet once a month for four (4) hours to discuss Union business. Release time for this meeting will be applied to release time as defined in paragraph C of this Article, with additional release time for this meeting, not to exceed four (4) hours for each meeting.
- E. The Bargaining Committee shall be comprised of a maximum of two (2) members of the bargaining unit. In addition, the U.A.W. shall be allowed to send representatives to the bargaining sessions.

The Parties agree that negotiations will be conducted at mutually agreed upon times and places. The Bargaining Committee shall be released from regular duty and compensated for all time spent negotiating during the member's regular work schedule.

ARTICLE 9

TRANSFERS

- A. Transfer Of Employees: If an employee is transferred to a classification under the Employer, not included in the Union, and is thereafter transferred again to a classification within the Union, such employee shall not accumulate seniority while working in the non-union classification to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

- B. When a classification covered by this Agreement is transferred by the Employer to another location within the same department, or combined with a department within their bargaining unit, employees currently employed in such classification who are transferred to the new location will carry their classification seniority date with them.

ARTICLE 10

RATES FOR NEW JOBS

When a new job is created and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the Second Step.

ARTICLE 11

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.

- B. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:
 - 1. STEP 1: VERBAL: The employee or one member of a group of employees must first discuss the specific grievance with the immediate Supervisor and/or another management employee of that Department. At the request of the employee, the Steward may be present during the discussion. If the Steward believes that another employee can add clarity to the issue, said employee will be permitted to also attend this Step 1. meeting. Reasonable time will be granted the employee for the purpose of appraising the Steward of the alleged grievance. The immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.

 - 2. STEP 2: WRITTEN:
 - a. If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward or Unit Chairperson with the employee's immediate Supervisor within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the

issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the Steward and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.

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

3. STEP 3: DIRECTOR OF HUMAN RESOURCES:

- a. If the grievance is not settled in Step 2, such grievance may be submitted by the Unit Chairperson to the Director of Human Resources, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Human Resources Department.
- b. The Unit Chairperson or designee must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Unit Chairperson's written request. The Union representatives at said meeting may include, at the Union's discretion, the Steward or designee, the grievant, and the UAW Regional Director/Designee. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.
- c. The decision of the Director of Human Resources shall be given in writing to the Unit Chairperson within ten (10) days of the completion of the Step 3 meeting.

4. STEP 4: APPEAL BOARD:

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

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

C. SELECTION OF THE ARBITRATOR:

1. The Arbitrator shall be selected by the members of the Appeal Board, or, in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the American Arbitration Association upon the request of either Party.
2. The Appeal Board shall submit to the Arbitrator all documents and facts regarding the grievance. No additional facts, not known to the other Appeal Board members shall be presented or accepted at the hearing, except such facts or information as may be made available to the Appeal Board members prior to the Arbitration hearing.

D. AUTHORITY OF THE ARBITRATOR:

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

E. GENERAL CONDITIONS:

1. Withdrawal Of Grievances: A grievance may be withdrawn and if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated by the International Union, the financial responsibility of the Employer shall extend from the date the grievance was initially filed through the date of settlement, except that the Union shall assume financial responsibility for the time period that the grievance was withdrawn from the grievance system.

2. Computation Of Back Wages: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, offset by any other Employer paid benefits or compensation.
3. Time Of Appeals: Any answer not appealed from within the time specified in the particular Steps of the Grievance Procedure shall be considered settled on the basis of the Employer's last answer and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular Step within the specified time limits, the grievance shall be automatically positioned at the next Step with the time limit for exercising said Appeal commencing with the expiration date of the Employer's grace period for answering. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes.
4. Time Limits: Time limits may be extended at any Step of the grievance procedure by written mutual consent by the Parties.
5. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

ARTICLE 12

SPECIAL CONFERENCES

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

ARTICLE 13

DISCIPLINE AND DISCHARGE

- A. DISCIPLINE: Disciplinary action or measures shall include the following: oral reprimand, written reprimand, suspension, discharge. Nothing in this action however, shall prevent the Employer from appropriately disciplining an employee should circumstances warrant, up to and including discharge. Copies of all disciplines which are affixed to the employee's personnel record shall be given to the employee and the Steward, or in his/her absence the Unit Chairperson.
- B. Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular Grievance Procedure, or through the Special Conference provision as provided for in this Agreement. If the employee does not want his/her Steward present at a disciplinary hearing, Management will provide the employee an opportunity to sign a waiver to that effect.

- C. DISCHARGE/SUSPENSION: The Employer shall not discharge or suspend any employee without just cause. If, in any case, the Employer feels there is just cause for discharge or suspension, the employee and his/her Steward, and in his/her absence, the Unit Chairperson, will be notified in writing that the employee has been discharged or suspended. The employee's immediate supervisor or other designated management representative will discuss the action to be taken with the employee and his/her Steward before the employee is required to leave the premises, if circumstances permit.
- D. The Union shall have the right to take up the discharge or suspension as a grievance at the Third Step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.
- E. Any employee found to be unjustly discharged or suspended, shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 14

EMPLOYEES

- A. Regular Employee Defined: One who is hired on a regular basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked thirty (30) hours per week or more, for a period of at least six (6) consecutive months, provided such status as a regular employee shall continue, so long as the foregoing minimum requirements are met.
- B. A regular full-time employee who does not receive pay for an average of thirty (30) hours per week for six (6) consecutive months is no longer a regular full-time employee for all purposes of the Collective Bargaining Agreement, except for the Workers Compensation and Leave of Absence Articles and disciplinary suspensions.
- C. A full-time employee who loses that status under item B above shall regain full-time employee status and have their benefits reinstated (except dental) on the first day of the month following 60 days of continuously averaging 30 hours of work per full week.
- D. Dental coverage will be reinstated, on the first day of the month following six (6) months of continuously averaging 30 hours of work per full week.
- E. The bargaining unit employees shall be placed on a 37.5 hour work week. Additionally, there shall be a 1 hour per day unpaid lunch period.

ARTICLE 15

SALARY INCREMENTS AND SPECIAL COMPENSATIONS

- A. Salary Increments: After employment commences, an employee will be eligible to receive one (1) normal salary increment after each thirteen (13) biweekly pay periods of continuous employment until the employee reaches the maximum of his/her salary range. Such increments are found in Appendix A, Salary And Increment Schedule of this Collective Bargaining Agreement. All increments are to be approved or disapproved by the respective Department Head. If the increment has been disapproved, the employee and the Human Resources Director shall be notified in writing by the Department Head of the reason(s) for such disapproval.
- B. Temporary Assignment: An employee temporarily assigned to a higher job classification for a period in excess of five (5) working days will receive the minimum rate of the higher classification or one (1) increment added to his/her current salary, whichever is greater, beginning the first day of the assignment.

- C. Overtime/Compensatory Time: Employees in the Paralegal classification covered by this Agreement scheduled and authorized to work overtime, beyond the regular work schedule, will be paid at a rate of time and one-half (1 1/2) for such overtime work, unless otherwise provided for by a written agreement between the Parties. Accumulated compensatory time off will be taken at a time mutually agreed to, by the Department Head or designee, and the affected employee. Employees shall not be allowed to accumulate more than three (3) compensatory days (22.5 hours).

Members of the bargaining unit who receive written pre-approval from either the Director or Assistant Director of Senior Citizens Services to make Community Legal Education presentations, shall be eligible to earn compensatory time at the rate of time and one-half (1 1/2).

ARTICLE 16

JURY DUTY

In the event an employee is called for jury duty, the employee shall promptly provide a copy of the official notice to his/her immediate supervisor. The employee's schedule may be adjusted by the Employer, provided, however, no employee shall be required to work any number of hours, when added to the number of hours the person spends on jury duty, that exceeds the number of hours normally and customarily worked by the person during a work day. In addition, the hours of work and the hours of jury duty combined shall not extend beyond the normal and customary quitting time of the employee.

Should any employee be released from jury duty prior to the end of that 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 each day worked and/or assigned to jury duty. The employee shall endorse any payment received as a result of jury duty service and deliver that payment to the County, through his/her immediate supervisor. Expenses provided to employees as a result of jury duty service, such as mileage, parking or meal expenses, may be retained by the employee.

ARTICLE 17

LAYOFF AND RECALL

LAYOFF DEFINED: Except as otherwise provided for in this Agreement, Layoff and Recall is defined as follows:

- A. The word "layoff" means a reduction in the working force.
- B. If a layoff becomes necessary the following procedures will be mandatory:
 - 1. Layoffs, as required, shall be made within the affected classification in the affected department.
 - 2. Such reduction will be made in the first instance by terminating probationary and temporary employees in the affected classification in the affected department.
 - 3. If a further reduction in force is required, such reduction, in the case of seniority employees, will be made in inverse order of seniority within the affected classification in the affected department.

- C. When an employee is laid off, due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority rights to "bump" or replace an employee with less bargaining unit seniority in classifications covered by this Agreement in the affected department only. Such employee may "bump" an employee in an equal or lower job classification under the following conditions:
1. He/she shall have seniority as required and as defined in Article 18, Seniority, of this Agreement.
 2. He/she shall have current ability to do the available work, meet the qualifications and perform the duties of the job without a trial or training period.
 3. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff, by so notifying his/her Department Supervisor in writing. Failure of the affected employee to exercise such "bumping rights" at the time of layoff will result in forfeiture of "bumping rights" during the term of such layoff.
- D. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The Unit Chairperson shall receive a copy of the notice given to the employees being laid off on the same date the notices are issued to the employees.
- E. RECALL PROCEDURE: When the working force is increased after a layoff, employees will be recalled according to seniority as listed under Departmental Classification Seniority defined herein. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her personnel file, located in the Human Resources Department, and sent by Certified Mail. If the employee fails to report for work within ten (10) calendar days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.
- F. Recall rights for laid off employees who have completed their probationary period will be limited to length of the employee's seniority, up to a maximum of eighteen (18) months. Upon expiration of this period, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

ARTICLE 18

SENIORITY

- A. Employees in the Unit shall be considered as probationary employees for the first one hundred thirty (130) working days actually worked in the Unit. When an employee completes the probationary period, he/she shall be entered on the seniority list as of the date of employment into the bargaining unit. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 19, Promotions and Job Openings, Section B, of this Agreement, except discharges, suspensions or discipline for other than Union activity.

- B. Date of entry into County employment will be the seniority date that will prevail for purposes of accumulation and eligibility for annual leave, sick leave, longevity, retirement and similar "fringe benefits" the Parties hereto may agreed to.
- C. Seniority rights shall be forfeited if the employee:

1. Resigns or terminates employment.
 2. Is discharged and not subsequently reinstated in accordance with appropriate provisions of the Agreement.
 3. Is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written certified notification to the employee at his/her last known address that he/she has lost seniority, and that employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure. In proper cases, exceptions shall be made by the Employer.
 4. Retires.
 5. Except for participants in the Deferred Retirement Option Program, withdraws his/her contributions from the Macomb County Employees' Retirement Fund.
 6. Does not return to work when recalled from layoff.
 7. Fails to return from Sick Leave or Leave of Absence when scheduled. This shall be treated the same as 3 above.
- D. A seniority list for employees covered by this Agreement will be provided to the Union once each year during the month of July.
- E. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.

ARTICLE 19

PROMOTIONS AND JOB OPENINGS

- A. Promotions to a higher classification within this Agreement will be based on qualifications as determined by the Employer. It will be the policy of the Employer to post all job openings and requirements for such openings on the appropriately designated bulletin board for a ten (10) day period. Interested employees will be given consideration provided such an employee properly indicates his/her interest in the position by submitting an Application for Internal Candidates to the Human Resources Department before the close of the posting period. Qualifications being equal, the departmental seniority of the employee will then receive first consideration. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.
- B. An employee with regular status promoted to a higher classification will have a period of one hundred thirty (130) working days, actually worked, trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.

ARTICLE 20

HOLIDAY BENEFITS

A. The designated holidays are:

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

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

1. The holiday designated must fall on the week days, that is Monday through Friday.
2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
3. Should the holiday fall on Sunday (except for Christmas Eve and New Year's Eve, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
4. Christmas Eve and New Year's Eve:
 - a. Should Christmas Eve and New Year's Eve fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.
 - b. Should Christmas Eve and New Year's Eve fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday, or is excused with pay for the entire day from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay. When such an absence is because of illness, and the Department Head or designee suspects abuse, a medical certificate may be required. In order for an employee to avoid loss of pay, said employee, if required, shall provide a medical certificate within three (3) working days of such requirement.
7. Effective April 1, 2004, new hires will not be eligible to utilize the Floating Holiday during his/her first year of employment.

ARTICLE 21

SICK LEAVE

- A. Every full-time employee, except for participants in the Deferred Retirement Option Program, shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Unused sick leave may be accumulated to a maximum of 125 work days.
- C. An employee may utilize earned sick leave allowance for absences:
 - 1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
 - 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
 - 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding fifteen (15) sick leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
 - 4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
 - 5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal Business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time may be the cause of denial of sick leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate 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 Benefits provision of this Agreement.
- G. Sick Leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence, otherwise such accumulated sick leave time shall be forfeited.
- H. A non-probationary employee who is seriously ill for more than five (5) days while on Annual Leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.

- I. Employees shall not be entitled to use Sick Leave until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.
- J. Employees participating in the DROP Program shall not be subject to Article 21, 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. 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.
 - 4. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

ARTICLE 22

ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, shall be paid for fifty percent (50%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.
- B. Deferred Retirement: An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. This payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.
- C. Payoff When There Is No Retirement: In case of death of an employee, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.
- D. DROP Participants: At the conclusion of the employee's participation in the DROP Program, there shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

ARTICLE 23

BEREAVEMENT LEAVE

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

- A. A regular full-time employee will be granted three (3) days off with pay due to a death in the employee's immediate family. The term immediate family shall mean: mother, father, current spouse, children and grandchildren. It shall also include any person who is normally a member of the employee's household. Bereavement leave granted under these circumstances shall not be deducted from Sick Leave.

- B. A regular full-time employee will be granted one (1) day off with pay for the death of one of the following: mother-in-law, father-in-law, brother, sister. Upon request, an employee may use two (2) additional bereavement leave days for the death of a relative listed in this paragraph B. These two (2) additional bereavement leave days will be charged against the employee's Sick Leave bank, if a bank is available.

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

ARTICLE 24

WORKER'S COMPENSATION DISABILITY

Employees covered by this Agreement who have sustained a personal injury arising out of and in the course of actual performance of duty in the service of Macomb County, which personal injury incapacitates them from performing their assigned duties, may be granted disability compensation for the period of incapacity subject to the following provisions:

1. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.

2. The incapacity, as above set forth, must continue for the duration of the period of compensation.

3. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.

4. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.

5. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.

6. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 14, Employees. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.

7. An employee returning from Worker's Compensation shall be placed in the same classification, provided that said employee's required medical certificate indicates that he/she can return to duty and perform the essential functions of the job with or without reasonable accommodation.

8. Disability compensation shall be made to such County employee in the following manner and upon the following basis:

- a. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular wage and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
 - b. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3rds) of the employee's regular wage. The County's two-thirds (2/3rds) pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (8.a and 8.b) exceed 104 weeks.
 - c. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 29, Retirement System and the Macomb County Employees' Retirement Ordinance.
 - d. Any Sick or Annual Leave earned and accrued once the County two-thirds (2/3rds) pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
9. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

ARTICLE 25

ANNUAL LEAVE (VACATION)

- A. Every full-time employee, except for participants in the Deferred Retirement Option Program, with less than five (5) consecutive years of service shall be entitled to Annual Leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. Additional Annual Leave shall be paid to every full-time employee, except for participation in the Deferred Retirement Option Program, with five (5) or more consecutive years of service according to the following schedule:

<u>Years Of Consecutive Service Completed:</u>	<u>Days Earned Per Bi-Weekly Period: _____</u>	<u>Up To A Maximum Of: _____</u>
5	.57	15 days
10	.65	17 days
13	.77	20 days
20	.80	21 days
21	.84	22 days
22	.88	23 days
23	.92	24 days
24	.96	25 days

- C. Leave days may be accumulated to thirty (30) work days.
- D. Leave days cannot be used by an employee until they have been on the payroll for six (6) continuous months.
- E. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued vacation leave at the rate of pay said employee received at the time of termination.
- F. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- G. County of Macomb employees who have been in the Armed Services of the United States under military 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 Annual leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- H. Vacation schedules for employees of all departments shall be developed by the Department Heads and must have their approval.
- I. Split vacations may be granted only when such time off will not interfere with the smooth and efficient operation of the office. Authorization of the aforementioned time is contingent upon approval by the Department Head or designee.
- J. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- K. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head.
- L. When a holiday falls and is observed within an employee's scheduled vacation period, the vacation may be extended one or more days, or portion of a day, as applicable, continuous with the vacation. Holidays referred to are as specified in the holiday benefit provision of the respective Agreements between the Parties.
- M. ANNUAL LEAVE FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B., C., E. and F. of Article 25, 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 M.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 26

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 (Personal reason includes the birth of a child, to care for a newborn, the adoption of a child or the placement of a child in foster care).
- B. General Provisions:
 1. Leave of absence may be with pay or without pay.
 2. An employee absent from work for more than five (5) consecutive days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
 3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
 4. Waiting periods for Leaves of Absence eligibility:
 - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
 - Illness/injury in immediate family

-Education

-Personal reason

-Personal illness/injury

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

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

5. Duration of Leaves of Absence:

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

-Personal illness/injury

-Education

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

6. The Department Head and the Director of Human Resources shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes.

7. An employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay.

C. Types Of Leaves Of Absence:

1. Personal Illness/Injury:

- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.

- b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:

(1) General nature of personal illness/injury.

(2) Dates of incapacity, including the anticipated date of return to work.

(3) Physician's name, signature, address and telephone number.

- c. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation.

- d. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
 - e. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.
 - f. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.
2. Illness/Injury Of A Member Of The Employee's Immediate Family:
- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. The term immediate family as used in this section shall mean current spouse, parents, grandparents, children, brothers or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
 - b. In addition to their written request for a leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.
3. Education:
- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
4. Personal Reasons:
- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.

ARTICLE 27

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 28

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees (including DROP Participants):

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

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

B. Hospital-Medical Insurance:

- 1. 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 D.

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 service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

For all employees hired on or after January 1, 2006, the Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence to the employee and the employee's spouse, after fifteen (15) years of 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 February 27, 2009, the Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence for the employee's spouse, after twenty (20) years of service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

Effective on or after February 27, 2009, an employee who retires after fifteen (15) years of service and before twenty (20) years of service with the Employer will be provided the option of paying for spousal health care under the County group health plan at the time the employee becomes eligible for health care coverage.

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement or DROP, provided such employee shall retire on or after January 1, 1974. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible current spouse receives applicable retirement benefits following the death of the retiree.

b. Preferred Rx Managed Prescription Drug Program:

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

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

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

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

c. Retired employees and/or their current spouse, shall apply and participate in the Medicare Program, if eligible, at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.

d. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:

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

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

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

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

C. Health Maintenance Organization (see Appendix D):

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

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

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

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

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

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

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

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

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

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

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

1. Employees (including DROP Participants) covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.

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

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

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

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

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

ARTICLE 29

RETIREMENT SYSTEM

- A. Retirement Benefits: The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance, and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employees.

- B. Employee Contribution: For any employee hired on or before December 31, 2001 or who is vested as of February 27, 2009, the employee's contribution to the retirement system is three and five tenths percent (3.5%) of his/her compensation.

For employees hired on or after January 1, 2002 the employee's contribution to the retirement system is two and five tenths percent (2.5%) of his/her compensation.

- C. County Pension Maximum: For any employee hired on or before December 31, 2001 or who is vested as of February 27, 2009, the County pension shall not exceed sixty-five percent (65%) of an employee's final average compensation.

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

- D. Pension Multiplier: For any employee hired on or before December 31, 2001 or who is vested as of February 27, 2009, the pension multiplier is two and four tenths percent (2.4%) for the first twenty-six (26) years of credited service and one percent (1%) for each year of credited service thereafter.

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

- E. Final Average Compensation Formula: For any employee hired on or before December 31, 2001 or who is vested as of February 27, 2009, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's four (4) highest consecutive years of compensation out of the last ten (10) years of service.

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

- F. Pension Calculation: For any employee hired on or before December 31, 2001 or who is vested as of February 27, 2009, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.4% of the employee's final average compensation for the first twenty-six (26) years of service and one percent (1%) for each year of service thereafter.

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

- G. Eligibility: Any member hired on or before December 31, 2001 or who is vested as of February 27, 2009, who meets the following criteria may retire upon his/her written application filed with the Retirement Commission:

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

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

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

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

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

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

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

- K. Option D: A retirant shall have the option of selecting survivor's benefits in conjunction with the retirement option described in Section 26(a) of the Macomb County Employees' Retirement Ordinance commonly known as "Option D - Level Income Option". Said survivor's benefits shall correspond to those benefits known as Option A - 100% Survivor Allowance, Option B -50% Survivor Allowance and Option C - Allowance For 10 Years Certain and Life Thereafter, as described in Section 26 of said Ordinance.
- L. Pop Up Option: A retirant may elect this option in combination with Option A or B of Section 26 of the Ordinance. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26 (a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.
- M. Deferred Retirement Allowance Option: In the event a bargaining unit member, who has eight or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.

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

- N. Non-Duty Death Before Retirement – Beneficiary Nominated: Any bargaining unit member who continues in County employment on or after the date he either 1) has acquired 25 years of credited service, or 2) has attained age 60 years and has eight or more years of credited service, may at any time prior to the effective date of his retirement elect Option A provided in Section 26 of the Macomb County Employees’ Retirement System Ordinance in the same manner as if he were then retiring from County employment, and nominate a beneficiary whom the retirement commission finds to be dependent upon the said member for at least 50 percent of his support due to lack of financial means. Prior to the effective date of his retirement a member may revoke his said election of Option A and nomination of beneficiary and he may again elect the said Option A and nominate a beneficiary as provided in this section. Upon the death of a member who has an Option A election in force his beneficiary, if living, shall immediately receive a retirement allowance computed in the same manner in all respects as if the said member had retired the day preceding the date of his death, notwithstanding that he might not have attained age 60 years. If a member has an Option A election in force at the time of his retirement his said election of Option A and nomination of beneficiary shall thereafter continue in force; provided, that prior to the effective date of his retirement he shall have the right to elect to receive his retirement allowance as a straight life retirement allowance or under Option B provided in Section 26 of the Ordinance. No retirement allowance shall be paid under this section on account of the death of a member if any benefits are paid or will become payable under Section 35 of the Ordinance on account of his death.

- O. Non-duty Death Retirement Allowance – Automatic Provisions: Any bargaining unit member who continues in the employ of the County for more than ten years and has not nominated a beneficiary as provided in the Macomb County Employees’ Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age 60 years, (2) elected Option A in Section 26 of the Macomb County Employees’ Retirement Ordinance and (3) nominated his/her spouse as beneficiary.

- P. DROP Program: The Memorandum of Understanding regarding the Deferred Retirement Option Plan (DROP) is attached to and is incorporated by reference as part of this Agreement.

ARTICLE 30

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 Full-time employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.

- C. The basis of longevity compensation is as follows:
 - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.

 - 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.

3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid sick leave, paid Worker's Compensation period not to exceed one year, or leave of absence without pay authorized by the Department Head or his/her designee and approved by the Human Resources Director; provided such approved leave of absence without pay shall not be considered in the computation of years of service for longevity compensation.
4. The compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary, not exceeding \$18,000 paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph C-1 provided.

D. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000).

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

E. Longevity payments shall be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, shall receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision E.1 below:

1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
3. An approved Leave of Absence Without Pay for reasons of personal illness/injury shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in the immediate family, education and personal reason will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.

F. 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.

G. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement regulations and ordinances of the County of Macomb and other applicable statutes.

- H. Computations of longevity compensation shall be made by the Employer and paid upon approval thereof by the Finance Committee of the Macomb County Board of Commissioners.
- I. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- J. 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 E, 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 I, 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 D, above).

ARTICLE 31

BULLETIN BOARDS

- A. The Employer will provide Bulletin Boards in the department which may be used by the Union for posting notices of the following types:
 - 1. Notices of recreational, educational and social events.
 - 2. Notices of Union elections and results of said Union elections.
 - 3. Notices of Union Meetings.
- B. Limit On Use Of Bulletin Boards: The bulletin boards shall not be used by the Union for disseminating propaganda and among other things, shall not be used by the Union for posting or distributing pamphlets pertaining to political matters.
- C. The Union Representatives shall have use of County office equipment including but not limited to fax, e-mail and phones to communicate with the UAW Regional offices, UAW local offices or other UAW Unit Chairpersons. Communication by e-mail to the membership is permitted for official Union business only (i.e. notice of membership meeting or notice of ratification meeting).

ARTICLE 32

MANAGEMENT RIGHTS

- A. The County retains and shall have the sole and exclusive right and authority to manage and operate the County, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the County; 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 and the type of facilities to be operated; to determine the methods, procedures and services to be provided. All of such rights are vested exclusively in the County.
- B. The County, in addition to the rights set forth in Section A above, shall have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff, recall; to establish schedules of work for employees; to establish work rules and rules of conduct, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the County in violation of any of the express terms and provisions of this Agreement.

- C. The County retains and shall have the sole and exclusive right to administer, without limitation, implied or otherwise, all matters not specifically and expressly covered by the provisions of Sections A and B of this Article, or excepted by the provisions of any other Article of this Agreement.

ARTICLE 33

SAVINGS CLAUSE

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The Parties shall promptly meet to negotiate a replacement for the invalid provision.

ARTICLE 34

MILEAGE REIMBURSEMENT

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

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

Mileage reimbursement must be approved in advance by the Department Head.

ARTICLE 35

INCLEMENT WEATHER POLICY

The Chairperson of the Board has the sole authority to declare an inclement weather day. If an inclement weather day is declared, compensation will be provided to full-time employees, only, as follows:

- A. An employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- B. The employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available.
- C. A full-time employee who is ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Day that would normally accrue to him/her within a ninety (90) day period of time.
- D. Employees who terminate their County employment and who are ineligible for Annual Leave and/or Sick Leave usage, and who receive compensation under this policy, shall have such compensation deducted from any accumulated and withheld monies due them at time of termination.

ARTICLE 36

BAR ASSOCIATION AND MEMBERSHIP DUES

The Employer shall pay the base cost of the Michigan Bar Association dues for the Attorneys and the Paralegal to the extent required to maintain certification, if necessary. The Employer shall pay the cost of Macomb County Bar dues for one (1) Associate membership.

ARTICLE 37

SALARY AND INCREMENT SCHEDULE

The Salary and Increment Schedule, Appendix A, is attached to and is a part of this Agreement.

ARTICLE 38

ATTORNEY/CLIENT PRIVILEGE

Neither the Employer nor its representatives may require an attorney who provides legal assistance in the Senior Citizen Legal Services Program to reveal any information that is protected by the Attorney/Client privilege. Employees in this Unit shall adhere to the Michigan Rules of Professional Conduct as adopted by Order of the Michigan Supreme Court.

ARTICLE 39

REIMBURSEMENT ACCOUNT PROGRAM

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

ARTICLE 40

TERMINATION OR MODIFICATION

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, no later than ninety (90) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each Party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either Party no later than ninety (90) days written notice prior to the current year's termination date.
- B. If either Party desires to modify or change this Agreement it shall, no later than ninety (90) 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 shall be made in writing and shall be sent by Certified Mail. If said notice is made to the Union, it shall be sent to the Region I, U.A.W., 27800 George Merrelli Drive, Warren, Michigan, 48092; if said notice is made to the County, it shall be sent to the Macomb County Human Resources Director, County Building, 10 N. Main Street, Mount Clemens, Michigan, 48043; address changes shall be made available to the other party, where applicable.

- D. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable State Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.
- E. The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office.

IN WITNESS WHEREOF, the County of Macomb and its Board of County Commissioners, by Human Resources Director, and representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, U.A.W., Unit 55 of Local 412, UAW on behalf of its represented employees, hereby cause this Agreement and Appendices to be executed.

FOR THE UNION:

FOR THE EMPLOYER:

DATED: _____

Appendix A – Salary & Increment Schedule

UAW 412-Unit 55 Senior Citizen Legal Services Employees

EFFECTIVE: JANUARY 1, 2011 – DECEMBER 31, 2011

<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>
Managing Attorney	\$51,754.40	\$53,048.26	\$54,342.12	\$55,635.98	\$56,929.84	\$58,223.70	\$59,517.56	\$60,811.42	\$62,105.28	\$63,399.14	\$64,693.00
Attorney	\$49,525.75	\$50,763.89	\$52,002.03	\$53,240.18	\$54,478.32	\$55,716.47	\$56,954.61	\$58,192.75	\$59,430.90	\$60,669.04	\$61,907.19

APPENDIX B

AUTHORIZATION FOR DEDUCTIONS OF DUES AND/OR SERVICE FEES

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY DATE _____

I hereby assign to Local Union No. ____, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. ____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

(Signature of Employee here) (Address of Employee)

(Type or print name of employee here) (City) (State-Zip)

(Date of Signature) (Social Security No.) (Date of Delivery to Employer)

Contributions or gifts to UAW are not deductible as charitable contributions for Federal Income Tax purposes.

APPENDIX C

AUTHORIZATION FOR ASSIGNMENT AND CHECKOFF OF CONTRIBUTIONS TO UAW-V-CAP

TO: _____
(Employer)

I hereby assign to UAW-V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one)

\$0.25 \$0.50 \$1.00 Other

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW-V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW-V-CAP are not conditions of membership in the Union or of employment with the County, that I have the right to refuse to sign this authorization and contribute to UAW-V-CAP without any reprisal, that UAW-V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, and that monies contributed to UAW-V-CAP constitute a voluntary contribution to a joint fund raising effort by the UAW and the AFL-CIO.

I also understand that the guidelines for contributions to UAW-V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Name (print) _____ Soc. Sec. No _____

Address _____ City _____ State _____ Zip _____

Local _____ Department _____

Dated _____ Signature _____

UAW-V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.

Contributions or gifts to UAW-V-CAP are not deductible as charitable contributions for Federal Income Tax purposes.

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

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



In-network

Out-of-network

Mental health care and substance abuse treatment

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

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 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	Covered – 80% after deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
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

Appendix D- 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

UAW Local 412 – Unit 55

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

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

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

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

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

FOR THE UNION:

FOR THE EMPLOYER:

Dated: _____

LETTER OF AGREEMENT
between
COUNTY OF MACOMB
and
UAW Local 412 - Unit 55

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

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

FOR THE UNION:

FOR THE EMPLOYER:

Dated: _____

LETTER OF UNDERSTANDING

between

THE COUNTY OF MACOMB

and

UAW LOCAL 412-Unit 55

The County and the Union agree that the Union will designate one (1) employee, and one (1) alternate, to serve as a UAW Liaison and to attend Board of Commissioner Meetings, during normal hours of operation, including but not limited to Budget Committee, Finance Committee, Personnel Committee, Full Board meetings, Retirement Commission meetings and any other meeting as deemed relevant. The Liaison will notify his/her immediate supervisor prior to attending any such meetings. The parties agree that any question regarding meeting relevancy shall be discussed and decided upon between the representatives of the International Union, UAW and the Human Resources Department of Macomb County.

FOR THE UNION:

FOR THE EMPLOYER:

Dated: _____

**MEMORANDUM OF UNDERSTANDING
REGARDING
DEFERRED RETIREMENT OPTION PLAN
FOR MEMBERS OF UAW, LOCAL 412, UNIT 55**

- A. Background: The UAW, Local 412, Unit 55 is a labor organization representing some employees of Macomb County. The union has bargained with the Macomb County Board of Commissioners and entered into a labor agreement whose term commenced January 1, 2005 and ends December 31, 2007. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the UAW, Local 412, Unit 55. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on December 15, 2005), effective January 1, 2006, an employee of Macomb County who is a member of the UAW, Local 412, Unit 55, 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 UAW, Local 412, Unit 55 shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

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

- B. Eligibility: (Expressly contingent upon ratification by the Full Board of Commissioners on December 15, 2005), effective January 1, 2006, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the UAW, Local 412, Unit 55 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 UAW, Local 412, Unit 55 and the County of Macomb, employees who are represented by the UAW, Local 412, Unit 55 and who qualify for DROP participation may file the appropriate application forms with an effective DROP date no sooner than (Expressly contingent upon ratification by the Full Board of Commissioners on December 15, 2005) January 1, 2006.

F. DROP Benefit: The employee's DROP benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if he/she had actually retired on the DROP date, less the annuity withdrawal reduction as set forth in Subsection G, if applicable. The employee's DROP benefit shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, his/her choice of a straight life retirement allowance or an optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance shall be irrevocable.

G. Annuity Withdrawal: An employee who elects to participate in the DROP may elect the Annuity Withdrawal option provided by the retirement ordinance at the time of electing DROP participation. Such election shall be made commensurate with the employee's DROP election, but not thereafter. Such annuity withdrawal will be utilized to compute the actuarial reduction of the member's DROP benefit, as well as the member's monthly retirement benefit from the Macomb County Employees Retirement System, after termination of employment.

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

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

I. Contributions: The employee's contributions to the Macomb County Employees Retirement System shall cease as of the date that the employee begins participation in the DROP.

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

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

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

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

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

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

- K. Death During DROP Participation: If an employee participating in the DROP dies either: (1) before full retirement, that is before termination of employment with the County, or (2) during full retirement (that is, after termination of employment with the County but before the DROP account balance has been fully paid), the employee's designated beneficiary(ies) shall receive the remaining balance in the employee's DROP account in the manner in which they elect from the previously mentioned distribution methods (Subsection J). If there is no such beneficiary, the account balance shall be paid in a lump sum to the estate of the employee. Benefits payable from the Macomb County Employees Retirement System shall be determined as though the employee participating in the DROP had separated from service on the day prior to the employee's date of death.
- L. Disability During DROP Participation: In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of Macomb County, the employee's participation in the DROP shall cease, and the employee shall receive such benefits as if the employee had retired and terminated employment during the participation period.
- M. Internal Revenue Code Compliance: The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby null and void and of no force and effect.
- N. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.
- O. Annual Leave, Sick Leave and Other Fringe Benefits: The collective bargaining agreement may provide for the crediting of both annual leave and sick leave banks for inclusion in determining an employee's final average compensation for purposes of computing retirement benefits.

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

After the effective date of an employee's participation in the DROP, the employee's annual leave and sick leave shall be determined as set forth in the collective bargaining agreement between the UAW, Local 412, Unit 55 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 EMPLOYER:

Dated: _____

MEMORANDUM OF UNDERSTANDING
REGARDING CERTAIN HEALTH BENEFITS

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

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

NOW BE IT RESOLVED THAT, the County of Macomb and the UAW, Local 412, Unit 55 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 EMPLOYER:

DATED: _____

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