

**AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**U.A.W. LOCAL 889**

**representing**

**Certain Employees at Animal Control; MCCSA;  
Specialized Offices; and Probate Court/Corporation Counsel**

**January 1, 2011**

**through**

**December 31, 2011**

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**AGREEMENT**

**U.A.W. LOCAL 889**

This Agreement entered into on the first day of January, 2011, between the 16<sup>th</sup> Judicial Circuit Court, the Macomb County Probate Court, and the County of Macomb along with the County's Co-employers the Macomb County Prosecuting Attorney, the Macomb County Clerk and the Macomb County Treasurer, hereinafter collectively referred to as the Employer, and U.A.W. Local 889, hereinafter referred to as the Union, on behalf of all regular employees of the duly recognized and clearly defined collective bargaining units, as set forth in Article 2, Recognition. It is understood and agreed between the Parties that all Supplemental Agreements are in full force and effect with the individual bargaining units set forth in the Recognition provision below and the Supplemental Agreements shall be a part of this Master Agreement as though set forth herein.

**PURPOSE AND INTENT**

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

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 U.A.W. encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**NON-DISCRIMINATION**

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

**ARTICLE 1**

**STRIKES AND LOCKOUTS PROHIBITED**

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

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

**ARTICLE 2**

**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for the term of this Agreement for all employees described in MERC Case No. R96 K-191 & R97 A-7, MERC Case No. R96 H-145 & R97 A-8, MERC Case No. R96 K-192 & R97 A-2, MERC Case No. R97 A-21, and MERC Case No. R96 I-158, provided it is agreed and understood that the County of

Macomb does not, by entering into this Agreement, purport to assume control or exercise jurisdiction in those areas where statutory and constitutional powers have been exclusively vested in County or State elected and/or appointed officials.

### **ARTICLE 3**

#### **UNION SECURITY**

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of employment to become members of the Union or pay a service fee to the Union for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.
- D. Upon written notice by the Financial Secretary-Treasurer of UAW Local Union 889 to the Employer of the failure of an employee to tender the periodic dues, service fees, and/or initiation fees uniformly required by the Union, the Employer shall send notice to said employee of its intent to discharge him/her and the reason thereof. Upon subsequent failure of the employee to tender said dues, service fees, and/or initiation fees within five (5) days of receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within the five (5) days of receiving notice of intent to discharge as referred to above, such discharge shall be rescinded.
- E. Failure of employees covered by this Agreement to comply with the provisions of this Article, shall cause the Employer to terminate said employee's employment. The Union shall be required to make a written request for termination under this provision and shall include justification for its implementation.
- F. The Employer shall deduct monthly dues and fees from the second pay of the month from all employees for whom the Union has delivered a properly executed Authorization For Checkoff of Dues in the agreed upon form. The Employer shall remit to the Financial Secretary-Treasurer of the Union all Union dues or fees collected, with a list of the name and amount of dues deducted for each employee, pursuant to this Article, from payroll checks on the last working day of the month such dues or fees are deducted.
- G. The Unit Chairperson will be notified of new hires and employees transferring into the bargaining unit on a monthly basis and provided an opportunity for orientation.

## **ARTICLE 4**

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

- A. Upon written authorization from each employee, the Employer shall deduct from the wages of each, all fees and dues as are prescribed by the Union and/or this Agreement. Each employee and the Union hereby authorize the Employer to rely upon and to honor written certification by the Treasurer of the Union of the amounts to be deducted. Such deduction under all properly executed authorizations shall become effective at the time application is signed by the employee.
- B. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment.
- C. The Employer shall advise the Union of all new hires each forty-five (45) days.
- D. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- E. The Union will, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 3, Union Security, and this Article 4, Checkoff and Remittance of Dues and Fees.

## **ARTICLE 5**

### **REPRESENTATION**

- A. The Union shall notify the Employer in writing of the name(s) of the Officers and Stewards of its various bargaining units. In the event there is a change in a Unit's Chairperson or Steward(s), the Union shall inform the Employer forty-eight (48) hours prior to such Chairperson or Steward(s) taking over his/her duties.
- B. The Union will have a Unit Chairperson and Steward(s) adequate to represent the bargaining units. The location and number of Stewards will be addressed in the Supplemental Agreements.
- C. Stewards shall be permitted a maximum of one (1) hour per day during their working hours, without loss of time or pay, for the purpose of investigating and presenting grievances to the Employer. A greater period of time may be permitted by prior authorization from their immediate Supervisor or the Department.
- D. The Unit Chairperson shall be permitted a maximum of two (2) hours per day during working hours, without loss of time or pay, for the purpose of conducting labor relations related union business to include, but not limited to, investigating grievances referred to the Chairperson. A greater period of time may be permitted by prior authorization from their immediate Supervisor or the Department.
- E. 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 D of this Article, with additional release time for this meeting, not to exceed four (4) hours for each meeting.

F. Bargaining Committee:

1. The Master Contract Bargaining Committee shall be comprised of the Bargaining Chairperson and four (4) additional members (one (1) from each of the four (4) Units of Local 889). UAW Local 889 shall be allowed to send a representative(s) to the bargaining sessions. Supplemental Bargaining Committees shall be as determined at Master Contract bargaining.
2. The Bargaining Committee shall be released from regular duty and compensated for all time spent negotiating during the member's regular work schedule.

**ARTICLE 6**

**WAGE RATES FOR NEW CLASSIFICATIONS**

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

**ARTICLE 7**

**GRIEVANCE PROCEDURE**

The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes, including but not limited to dismissals, suspensions, demotions and other disciplinary actions of any type that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs. Any employee having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after the occurrence of the alleged event causing the grievance in the following manner:

Step 1:

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

Step 2:

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



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

Step 3:

If the grievance is not settled at Step 2, such grievance may be submitted by the Steward or Unit Chairperson to the Director, Human Resources or their designee, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Unit Chairperson or Steward. A grievance number shall be assigned when the grievance is submitted to the Human Resources Department.

The Unit Chairperson or designee must make a request in writing to conduct a Step 3 grievance meeting. A Grievance Committee, composed of the Unit Chairperson, the Steward, the Director, Human Resources or their designee and the Department Head or their designee shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Unit Chairperson's written request. An officer of UAW Local 889 may be present at the Step 3 meeting. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

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

Step 4:

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

Step 5:

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

- A. The Notice of Intent to Arbitrate shall identify the name of the Arbitrator selected by the procedure set forth below.
- B. All arbitration hearings shall be governed by the rules of the Federal Mediation and Conciliation Service, to the extent that those rules are not inconsistent with this Agreement.
- C. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
- D. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment, except for grievances arising out of Article 6, Wage Rates For New Classifications.

- E. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an answer or recommendation on the merits of the grievance.
- F. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
- G. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
- H. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
- I. The parties will bear their own expenses individually. The fees and approved expenses of the arbitrator shall be paid by the Party who does not prevail in the case as determined by the arbitrator. The arbitrator in his/her award shall designate the losing Party. In cases where there is no clear loser, the arbitrator shall so designate and the fees and expenses of the arbitrator shall be paid equally by the Parties. Neither party shall be responsible for the expense of witnesses called by the other.

GENERAL CONDITIONS:

A. Selection of the Arbitrator:

- 1. Within thirty (30) days of the written demand for arbitration, the party seeking arbitration shall notify one of the arbitrators from the permanent roster of arbitrators who are listed in a Letter of Understanding which is attached to this Agreement. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.
- 2. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
- 3. An arbitrator may be removed from the list by written consent of both parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- 4. If the Parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the Federal Mediation and Conciliation Service selection procedure.

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

- C. Computation Of Back Wages: All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation received for employment obtained subsequent to removal from the payroll of the Employer.
- D. Time Of Appeals: Any grievance not appealed within the time specified in the particular step of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union may appeal the grievance to the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.
- E. Legal Rights: Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.
- F. Time Limits: Time limits may be extended or shortened by mutual written consent of the Parties.
- G. Days Defined: All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.
- H. Access to Records: Records, reports and other information pertaining to a grievance which are requested by the Union shall be made available for inspection and copying by the Union, provided the proper representative of the Union makes a request for the specific document referenced above and, if applicable, the affected employee has authorized, in writing, the release of said information.

## **ARTICLE 8**

### **PROBATIONARY PERIOD**

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

## **ARTICLE 9**

### **EMPLOYEE DEFINED**

- A. Regular Full-Time Employee: A "Regular Full-Time Employee" is an individual who is employed to fill a full-time budgeted position which is identified in Article 2, "Recognition" and who is regularly scheduled to work at least thirty (30) hours per week for six (6) consecutive months. Such status as a regular full-time employee shall continue only so long as the foregoing standard in this Paragraph A. is complied with. Regular full-time employees are entitled to benefits as specifically outlined elsewhere in this Master Labor Agreement and applicable Supplemental Agreements.

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

## **ARTICLE 10**

### **WAGE AND INCREMENT SCHEDULE**

Bargaining Unit Wage and Increment Schedules are attached to their respective Supplement and are part of this Agreement.

## **ARTICLE 11**

### **WAGE INCREMENTS**

INCREMENTS: After employment commences, an employee will be eligible to receive one (1) normal wage increment after each thirteen (13) biweekly pay periods of continuous employment until the employee reaches the maximum of his/her wage range. Such increments are found in the respective Bargaining Unit's Supplement to this Collective Bargaining Agreement. All increments are to be approved or disapproved by the respective Department Head. If the increment has been disapproved, the employee and the Human Resources Director shall be notified in writing by the Department Head of the reason(s) for such disapproval.

## **ARTICLE 12**

### **TEMPORARY ASSIGNMENT**

A regular employee temporarily assigned to a higher job classification for a period in excess of five (5) consecutive working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. The employee temporarily assigned shall be eligible for increments every six (6) months, for as long as the employee is temporarily assigned, until the maximum salary for the temporary assignment is reached. Payment for such temporary assignment must be authorized in writing by the Department Head and approved by the Director, Human Resources before salary adjustment is made.

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

## **ARTICLE 13**

### **JURY DUTY**

In the event an employee is called for jury duty, the employee shall promptly provide a copy of the official notice to his/her immediate supervisor. The employee's schedule may be adjusted by the Employer, provided, however, no employee shall be required to work any number of hours, when added to the

number of hours the person spends on jury duty, that exceeds the number of hours normally and customarily worked by the person during a work day. An employee working second shift, whose schedule has not been adjusted, shall be released from the shift scheduled for the same date as the scheduled jury duty. An employee working third shift, whose schedule has not been adjusted, shall normally be released from the shift scheduled on the date prior to the scheduled jury duty, except, with approval of the Department, an employee may be released from the scheduled shift on the date after the scheduled jury duty.

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

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

## **ARTICLE 14**

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

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

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

## **ARTICLE 15**

### **SICK LEAVE**

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

For accumulated sick leave payoff purposes, as provided in Article 16, Accumulated Sick Leave Payoff, the maximum sick leave accumulation will retain its cap of one hundred twenty-five (125) work days.

- C. An employee may utilize 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 Veterans' Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
  5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal business days must be used within the calendar year earned.
- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.
- E. When an absence occurs as defined in this Article, and the Department Head or designee suspects abuse, a medical certificate may be required.

- F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
- H. A non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use sick leave until the completion of six (6) two (2) week periods of continuous service as a regular employee, except in cases of injury incurred in the line of duty.
- J. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation.
- K. Employees participating in the DROP Program shall not be subject to Article 15, Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
  1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP program.
  2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.
  3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph K.1., employees may utilize that Sick Leave, accrued pursuant to Sections, 15.A. and 15.B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to Article 16, ACCUMULATED SICK LEAVE PAYOFF, at the time the employees DROP participation begins.
  4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section K.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
  5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

**ARTICLE 16**

**ACCUMULATED SICK LEAVE PAYOFF**

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

- B. Deferred Retirement: A regular employee, as defined in Article 9, Employee Defined, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. For employees hired on or after January 1, 1974, this payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.
  
- C. Payoff When There is No Retirement:
  - 1. A regular employee, as defined in Article 9, Employee Defined, leaving County service after ten (10) years of continuous service, who elects not to receive retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of employee's salary at termination of employment, except as hereinafter provided. Employees hired on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.
  
  - 2. In case of death of a regular employee, as defined in Article 9, Employee Defined, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.
  
- D. DROP Participants: At the conclusion of the employee's participation in the DROP Program, there shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment.

**ARTICLE 17**

**BEREAVEMENT LEAVE**

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

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



**ARTICLE 18**

**ANNUAL LEAVE (VACATION)**

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

| <u>YEARS OF<br/>CONSECUTIVE<br/>SERVICE COMPLETED:</u> | <u>DAYS EARNED PER<br/>BI-WEEKLY<br/>PERIOD:</u> | <u>UP TO AN ANNUAL<br/>MAXIMUM<br/>OF:</u> |
|--|--|--|
| less than 5  | .38  | 10 days                                    |
| 5  | .57  | 15 days                                    |
| 10   | .65  | 17 days                                    |
| 13   | .77  | 20 days                                    |
| 20   | .80  | 21 days                                    |
| 21   | .84  | 22 days                                    |
| 22   | .88  | 23 days                                    |
| 23   | .92  | 24 days                                    |
| 24   | .96  | 25 days                                    |

- B. Annual Leave days may be accumulated to a maximum of thirty (30) work days.
- C. Annual Leave days cannot be used by an employee until he/she has been on the payroll for thirteen (13) completed continuous pay periods.
- D. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued annual leave at the rate of pay said employee received at the time of termination.
- E. County of Macomb employees who have been in the Armed Services of the United States under military duty from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military duty, be given an Annual Leave Bank at the rate of one (1) day for each month or part thereof spent in the Armed Service. Such annual leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- F. Annual Leave schedules for employees of all departments shall be developed by the Department Heads and must have their approval. Seniority will prevail for purposes of scheduling and approving annual leave as provided for in the applicable supplemental agreements.
- G. Annual Leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- H. Split Annual Leaves may be granted only when due and proper notification has been given to the Department Head and with his/her approval.
- I. Annual Leave time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head.

- J. When a holiday falls and is observed within an employee's scheduled annual leave period, the annual leave may be extended one or more days, or portion of a day, as applicable, continuous with the annual leave, with the approval of the Department Head. Holidays referred to are as specified in the holiday benefit provision in the Agreement between the Parties.
- K. ANNUAL LEAVE FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Program (DROP) shall not be subject to sections A., B., and D. of Article 18, above, and shall receive annual leave in the following manner:
1. DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of annual leave equal to the number of hours annual leave accumulated in the calendar year immediately preceding the commencement of DROP participation.
  2. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of annual leave for the balance of the calendar year computed in the same manner as paragraph K.1., above.
  3. Annual Leave not utilized by an employee by December 31st of a calendar year shall be forfeited.
  4. There shall be no compensation for annual leave time remaining in an employee's annual leave bank upon separation from employment.
  5. DROP participants who utilize annual leave in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all annual leave time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

- A. A regular employee, as defined in Article 9, Employee Defined, may request a leave of absence, in writing, for any of the following reasons:
1. Personal illness/injury  
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
  2. Illness/injury in immediate family
  3. Education
  4. Personal reason
    - a. Personal reason includes the birth of a child, to care for a newborn, the adoption of a child or the placement of a child in foster care.
    - b. Personal reason may include a leave of absence for union business when it is approved in advance, in writing, by both the employee's Department Head and the Director of the Human Resources Department.

B. General Provisions:

1. Leave of absence may be with pay or without pay.
2. An employee absent from work for more than five (5) consecutive days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
4. Waiting periods for Leaves of Absence eligibility:
  - a. Eligible employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
    - Illness/injury in immediate family
    - Education
    - Personal reason
    - Personal illness/injury
  - b. Eligible employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
    - An illness/injury for which an employee is eligible for and receiving Worker's Compensation benefits.
5. Duration of Leaves of Absence:
  - a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions of up to six (6) months granted:
    - Personal illness/injury
    - Education
  - b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.
6. The Department Head and the Director of Human Resources shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes. Such approval shall not be unreasonably denied.
7. An eligible employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay as otherwise provided in this agreement.

8. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act. The following shall apply to all approved FMLA leaves of absence:
- a. The Employer reserves the right to determine whether or not a requested leave is provided pursuant to the Family and Medical Leave Act.
  - b. The Employer reserves the right to require employees to exhaust available sick and/or annual leave time while on approved FMLA leave.
  - c. The method to determine the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs is a "rolling" twelve (12) month period, measured backward from the date an employee uses any leave under the Act.

C. Types of Leaves of Absence:

1. Personal Illness/Injury:
- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
  - b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:
    - (1) General nature of personal illness/injury.
    - (2) Dates of incapacity, including the anticipated date of return to work.
    - (3) Physician's name, signature, address, and telephone number.
  - c. If an employee becomes ill or injured, and said employee has a Sick Leave accumulation, the employee will be required to have the time not worked charged against the Sick Leave accumulation. If the employee's Sick Leave accumulation has been depleted, the employee may elect to have the time not worked charged against his/her Annual Leave Bank.
  - d. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
  - e. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.
  - f. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.

2. Illness/injury of a Member of the Employee's Immediate Family:
  - a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. The term immediate family as used in this section shall mean current spouse, parents, grandparents, children, brothers or sisters of the employee, or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
  - b. In addition to the written request for a leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.
3. Education:
  - a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
  - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
4. Personal Reason:
  - a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
  - b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.

## **ARTICLE 20**

### **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 21**

### **INSURANCE BENEFITS**

#### A. Life Insurance:

##### 1. Full-Time Active Employees (including DROP Participants):

###### a. Animal Control:

The Life Insurance provided by the Employer is \$20,000 death benefit and \$4,000 additional accidental death and/or dismemberment benefit.

b. MCCSA, Specialized Offices and Probate Court/Corporation Counsel:

The Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit.

c. 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.

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

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

B. Hospital-Medical Insurance:

1. Full-Time Active Employees (including DROP Participants): The Employer shall provide fully paid Blue Cross Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence and Health Maintenance Organization (HMO) coverage or its substantial equivalence to all regular employees and their eligible family members, including prescription drug coverage, as outlined in Appendix F for employees subject to Appendix B, C & D and in Appendix G for employees subject to Appendix E.

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

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

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

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

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

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

Employees, whose spouse's or parents' health care plans cease to cover the employee, shall be allowed to enroll in a County-sponsored health care plan by showing proof that the spouse's or the parents' coverage has ceased. In such cases, the employee shall be allowed to enroll in a County-sponsored plan as soon as administratively possible and the payments in lieu of coverage shall cease as soon as administratively possible.

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

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

For all employees subject to Appendix B, C & D and hired on or after February 27, 2009, and for all employees subject to Appendix E and hired on or after June 19, 2009, the Employer will provide fully paid Blue Cross/Blue Shield Preferred Provider Organization (PPO) coverage or its substantial equivalence for the employee's spouse, after twenty (20) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

Effective on or after February 27, 2009 for all employees subject to Appendix B, C & D or June 19, 2009 for all employees subject to Appendix E, 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 F for employees subject to Appendix B, C & D or Appendix G for employees subject to Appendix E):

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

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

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

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

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

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

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

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

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

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

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

- F. Liability Insurance: The County shall provide for each regular employee (including DROP Participants) Bodily Injury and Property Damage Liability Insurance while acting within the scope of his/her duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- G. Long Term Disability: Full-time employees (including DROP Participants) covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.
- H. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.
- I. Short Term Disability: The Employer will provide a payroll deduction option for employees (including DROP Participants) wishing to purchase Short Term Disability Insurance that may be provided by the Union.

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

## **ARTICLE 22**

### **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 for employees subject to Appendix B, C & D or June 19, 2009 for employees subject to Appendix E, 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 for employees subject to Appendix B, C & D or June 19, 2009 for employees subject to Appendix E, 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 for employees subject to Appendix B, C & D or June 19, 2009 for employees subject to Appendix E, 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 for employees subject to Appendix B, C & D or June 19, 2009 for employees subject to Appendix E, 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 for employees subject to Appendix B, C & D or June 19, 2009 for employees subject to Appendix E, 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 for employees subject to Appendix B, C & D or June 19, 2009 for employees subject to Appendix E, 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 23**

### **UNION BULLETIN BOARDS**

- A. The Employer will provide bulletin boards in the respective departments and locations, which may be used by the Union for posting notices of the following topics:
1. Notices of Union Meetings.
  2. Notices of Union Elections and results of said Elections
  3. Notices of recreational, educational and social events.
- B. The bulletin board shall not be used by the Union for disseminating propaganda and among other things, shall not be used by the Union for posting or distributing pamphlets pertaining to political matters.
- C. The location and number of bulletin boards will be addressed in Supplemental agreements.
- D. 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 24**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 25**

### **DISCIPLINE AND DISCHARGE**

A. Discipline:

1. Should circumstances warrant, an employee may be disciplined for just cause. Disciplinary actions or measures may include, but are not limited to, the following: oral reprimand, written reprimand, suspension or discharge.
2. Employees in the bargaining unit shall be entitled to their right to representation at an interview, meeting or during an investigation that the employee reasonably believes could result in disciplinary action or discharge.
3. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular grievance procedure or through the special conference provisions as provided for in this Agreement.
4. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
5. Records of disciplinary actions shall remain in the employee's personnel file for a period of two (2) years, unless, prior to the end of said two (2) year period, the employee is disciplined for a similar incident. In such case, the records of both disciplinary actions shall be maintained in the employee's personnel file for an additional two (2) years, or a total of four (4) years for each incident based upon the date of occurrence.

B. Suspension And Discharge:

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

## **ARTICLE 26**

### **SENIORITY**

- A. Upon successful completion of the probationary period, the employee's seniority will be retroactive to the date that the probationary period began.
- B. Except as provided for under Article 19, Section B-7, Leave of Absence, date of entry into County employment will provide a seniority date.
- C. Employees with the same seniority date requiring the need of determination by seniority, shall have their seniority dates decided by the last 4 digits of their social security number, the lowest number having highest seniority.

- D. An employee shall forfeit seniority rights for the following reasons:
1. He/she resigns or terminates his/her employment with the Employer.
  2. He/she is dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the parties.
  3. He/she is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In proper cases, an exception may be made by the Employer.
  4. He/she retires.
  5. If the employee, except for participants in the Deferred Retirement Option Program, withdraws his/her contributions from the Macomb County Employees' Retirement System.
  6. If an employee fails to return to work when recalled from layoff it will be treated as D-3, above.
  7. If an employee fails to return from sick leave it will be treated as D-3, above.
- E. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.
- F. A seniority list for employees covered by this Agreement, sorted by the four (4) Units of UAW Local 889, will be provided to the respective Unit Chairperson once each year during the month of July. Seniority lists should include date of hire, union department seniority date and classification date.
- G. If an employee is transferred or promoted to a classification outside his/her current bargaining unit of UAW Local 889 and is then promoted or transferred to a classification within his/her former bargaining unit, the employee shall not accumulate seniority in his/her former bargaining unit for the time spent in a classification outside of his/her former bargaining unit.
- H. Superseniority:
1. Notwithstanding their position on the seniority list, Stewards shall, in the event of a layoff, be continued at work as long as there is work being performed in their district which they have the ability to perform and shall be recalled to work after the layoff as soon as there is work being performed in their district which they have the ability to perform. Ability to perform shall be determined by the Employer based upon the employees qualifications.
  2. Notwithstanding their position on the seniority list, the Unit Chairperson shall, in the event of a layoff, be continued at work as long as there is work being performed in their Unit, which they have the ability to perform and shall be recalled to work after the layoff as soon as there is work being performed in their Unit which they have the ability to perform. Ability to perform shall be determined by the Employer based upon the employees qualifications. The Unit Chairperson would be the last person affected when applying this article.
- I. All remaining issues regarding seniority will be addressed in the applicable supplemental agreements.



## **ARTICLE 27**

### **CHANGE OF ADDRESS**

Employees shall notify the County of any change of address.

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

## **ARTICLE 28**

### **LAYOFF AND RECALL**

#### A. Layoff Procedure:

1. Layoff is defined as a reduction in the working force.
2. If a layoff becomes necessary the following procedures will be mandatory:
  - a. Layoffs, as required, shall be made within the affected classifications in the affected department.
  - b. Such reduction will be made in the first instance by terminating probationary and temporary employees in the affected classifications.
  - c. If a further reduction in force is required, such reduction, in the case of seniority employees, will be made in inverse order of classification seniority within the affected classification in the affected department.
3. When an employee is laid off, due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace an employee with less bargaining unit seniority in classifications covered by this Agreement in the department from which the employee was laid-off only. Such employee may "bump" an employee in an equal or lower job classification under the following conditions:
  - a. He/she shall have seniority as required and as defined in Article 26, Seniority, of this Agreement and/or the applicable Supplemental Agreement.
  - b. Current ability to do the available work, meet the qualifications and perform the duties of the job without a trial or training period.

Passing scores on the clerical and typing test will not be applicable for bumping or recall if within the same job family.
  - c. An employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff, by so notifying his/her Department Supervisor in writing.
  - d. Failure of the affected employee to exercise such "bumping rights" at the time of layoff, will result in forfeiture of "bumping rights" during the term of such layoff.
4. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of such layoff. The 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.

5. Employees in classifications covered by this Agreement who are laid off from their regular employment as a result of a reduction in force, will be given consideration, by interview, for hire into a like classification only, for which they qualify, when opportunity for such hire occurs in the department from which the employee was laid off. Like classification is hereby defined as a classification in which the employee was employed at the time of lay-off, or a classification for which the employee is qualified by virtue of his/her knowledge, skills and abilities, as determined solely by the Employer.
6. Employees selected pursuant to paragraph 5 who will then have seniority in the new classification in accordance with the provisions of "seniority defined" as outlined in Article 26 of this Agreement and/or any applicable Supplemental Agreement. Such employees shall serve a ninety (90) day trial period, during which time the Employer may terminate the employee. Such termination by the Employer will not affect the former lay-off for seniority status of the employee.

B. Recall Procedure:

1. When the working force is increased after a layoff, employees will be recalled according to classification seniority as defined in Article 26, Seniority, herein and/or any applicable Supplemental Agreement. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her personnel file, located in the Human Resources Department, and sent by Certified Mail. If the affected employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in its discretion, in proper cases.
2. Recall rights for laid off employees will be limited to a maximum of four (4) years, or length of seniority, whichever is less. Upon the expiration of the appropriate period, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.
3. Recall rights of affected employees covered by this section will be limited to the following:
  - a. Employees who are selected for employment in a new department will, should subsequent lay-off occur in that department, have the option of retaining recall rights within their previous classification in accordance with the recall procedure as outlined in the Agreement between the Parties or any applicable Supplemental Agreement.
  - b. If the employee does not exercise the option outlined in (a) above, such employee shall be deemed to have chosen to retain recall rights in the department from which they were last laid off.
  - c. Exercise of either option, a or b, shall be chosen in writing at the time of subsequent lay-off in the new department and will become a part of the employee's personnel file. A copy of such written option will be given to the Unit Chairperson.

C. Part-Time Employees Layoff/Recall Procedure: Effective as soon as practicable after ratification of this Agreement, should layoffs of part-time employees be determined to be necessary by the Employer, part-time employees shall be laid off as provided herein. For layoff, recall and bumping purposes, a separate departmental bargaining unit seniority list consisting exclusively of part-time

employees shall be utilized. In no event shall the seniority of part-time employees be utilized to determine the layoff status of full-time employees. Based on the bargaining unit seniority list of part-time employees, layoffs shall occur in inverse seniority order, within the affected part-time classification in the affected Department.

## **ARTICLE 29**

### **JOB POSTINGS**

- A. For informational purposes only, the Employer will post all openings that are to be filled, on the Departmental Bulletin Board, in all departments. Postings shall be made for ten (10) working days. Posting periods may be shortened or eliminated by agreement of the Parties.
- B. At the same time that the departmental posting is made, the Employer shall provide copies of the posting to the Unit Chairperson(s) for all Union Bulletin Boards. The posting will include the following information: The job classification, department, salary range, hours, starting time, qualifications and any testing requirements.
- C. Any employee for which an opening would provide a promotion or lateral transfer, will be given consideration provided such an employee properly indicates his/her interest in the position by submitting an Application for Internal Candidates to the Human Resources Department before the close of the posting period. The employee must have a current passing score on any test required for the position before applying for the position.
- D. If necessary, a temporary appointment may be made by the Department head, but without prejudice to employees seeking the job. The Department head may, in the exercise of his/her discretion, consider the seniority of the employees available for temporary appointment.

## **ARTICLE 30**

### **PROCEDURE FOR CLASSIFICATION REVIEW**

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

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

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

The Human Resources Department shall begin its investigation of any request for classification review submitted pursuant to this Article of the Collective Bargaining Agreement within sixty (60) working days after receipt by the Human Resources Department. The Human Resources Department will, within sixty (60) working days following the commencement of the investigation, complete the investigation.

- B. Subsequent to completion of the investigation, the Human Resources Department will provide a preliminary written recommendation of its findings within fifteen (15) working days. The employee requesting the reclassification will have the opportunity to respond to the preliminary written recommendation in writing or request a meeting with Human Resources in order to provide additional information. Present at this meeting, if requested, shall be the Union President or designee, the employee requesting the reclassification, the Department Head and/or designee, and a representative from the Human Resources Department. Within thirty (30) working days of the aforementioned preliminary written recommendation or meeting date, if applicable, the Human Resources Director will state the determination in writing to the employee and to the Union President.
- C. Should the Union be dissatisfied with the result of this procedure, the Union may request a Special Conference pursuant to Article 31, Special Conferences, of this Agreement. There shall be no appeal to the Grievance Procedure.
- D. Upon completion of the Classification Review process, no request for Classification Review shall be processed from the same employee for a period of one (1) year.

**ARTICLE 31**

**SPECIAL CONFERENCES**

- A. Special Conferences mutually agreed upon will be arranged between the President of Local 889 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 32**

**MILEAGE REIMBURSEMENT**

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

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

Mileage reimbursement must be approved by the Department Head.

**ARTICLE 33**

**INCLEMENT WEATHER POLICY**

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

- A. An employee may choose to use his/her Personal Day(s) from his/her accumulated Sick Leave Bank, if available, or
- B. The employee may choose to use one (1) day from his/her accumulated Annual Leave Bank, if available, or
- C. The employee may choose to use their Floating Holiday, if that is available.
- D. A regular employee, as defined in Article 9, Employee Defined, of this Agreement, who is ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Day that would normally accrue to him/her within a ninety (90) day period of time.
- E. Employees identified as "essential staff" in Appendix A, County Departments and Classifications, must make a good-faith effort to appear for work as directed in the applicable supplemental agreements.

**ARTICLE 34**

**SAVINGS CLAUSE**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not effect the remaining portions of this Agreement. Should a provision(s) be declared invalid, the Union and the County may agree on a replacement for the affected provision(s).

**ARTICLE 35**

**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 36**

**TERMINATION OR MODIFICATION**

- A. This Agreement shall continue in full force and effect until December 31, 2011.
- B. If either party wishes to terminate or modify this Agreement, said party shall provide written notice to the other party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above. If neither party gives a notice of termination or modification, or if each party giving notice of termination or modification withdraws said notice prior to the termination date in Paragraph A., above, this Agreement shall continue in full force and effect from year to year thereafter, subject to timely notice of termination or modification by either party in subsequent year(s) of an extended Agreement.

- C. Notice of termination or modification shall be made in writing and shall be sent by Certified Mail. If said notice is made to the Union, it shall be sent to UAW Local 889, 2019 Tobsal Ct., Warren, MI 48091; if said notice is made to the County, it shall be sent to the Macomb County Human Resources Director, County Building, 10 N. Main Street, Mount Clemens, Michigan, 48043; address changes shall be made available to the other party, where applicable.
- D. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.
- E. The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office.

IN WITNESS WHEREOF, the Employer and its Board of County Commissioners, by its Director, Human Resources, and representatives of UAW, Local 889, on behalf of its represented employees, hereby cause this Agreement, Supplement and Appendices to be executed.

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

**APPENDIX A**

**COUNTY DEPARTMENTS AND CLASSIFICATIONS**

| <b><u>DEPARTMENT</u></b>    | <b><u>CLASSIFICATION</u></b>   |
|-----------------------------|--|
| Circuit Court               | Assistant Assignment Clerk<br>Research Attorney  |
| Reimbursement               | Assistant Director/Supervisor  |
| Family Court-Juvenile Court | Psychologist<br>Referee/Attorney<br>Referee II   |
| Corporation Counsel         | * Clerical   |
| County Clerk                | Administrative Assistant<br>Supervisor of Records  |
| Facilities & Operations     | Facilities Technician (Part-Time)  |
| Finance                     | Accountant   |
| Friend of the Court         | Referee  |
| Health Department           | Accountant<br>Dentist (Part-Time)<br>Health Educator I<br>Health Educator II<br>Health Planner<br>Housing Inspector<br>Nutritionist I<br>Nutritionist II<br>VD Investigator II<br>W.I.C. Dietitian (Full-Time) |
| Animal Shelter              | # Animal Control Officer<br>Kennel Attendant   |
| Juvenile Justice Center     | Psychologist   |



Macomb County Reference  
& Research Center (Library)

Librarian

MCCSA

Administrative Aide  
Assistant Field Worker  
Assistant Transportation Coordinator  
Assistant Warehouse Operator, Part-Time  
Bus Driver (Part-Time)  
\* Clerical  
Field Worker  
Inspector II  
Inventory & Delivery Clerk  
Inventory/Warehouse Worker (Part-Time)  
Kitchen Aide  
Record Keeper  
Senior Nutrition Program Clerk  
Senior Nutrition Program Clerk (Part-Time)  
Site Supervisor  
Site Supervisor/Kitchen Aide Sub  
Teacher Aide  
Typist Clerk/Field Worker  
Van Driver (Part-Time)  
Warehouse Operator  
Weatherization Inspector

Planning

Research Librarian

Probate Court

Mental Division

\* Clerical  
Coordinator/Interviewer  
Paralegal

Wills & Estates

1<sup>st</sup> Deputy Register  
2<sup>nd</sup> Deputy Register  
Attorney/Deputy Probate Register  
\* Clerical  
Court Analyst  
Court Officer/Conveyor/Process Server  
Paralegal

Prosecuting Attorney

Administrative Assistant

Public Works

Accountant  
Assistant Operations Manager-Pump Station

Purchasing

Buyer

Sheriff

Accountant  
Administrative Assistant

Treasurer

Personal Property Tax Collector  
Settlement Officer

\* Clerical May Include:

Account Clerk I  
Account Clerk II  
Account Clerk III  
Account Clerk IV  
Account Clerk IV (Part-Time)  
Cashier  
Data Maintenance Clerk  
Legal Secretary

Mediation Clerk IV  
Secretary  
Senior Secretary  
Typist Clerk I  
Typist Clerk II  
Typist Clerk III  
Typist Clerk IV

# Designates Essential Staff

## **APPENDIX B**

### **Animal Control Supplement to Master Agreement**

The Parties agree that the following supplements shall be considered a part of the Master Agreement between the Parties.

1. Inoculation: Employees covered by this Agreement shall receive, on a voluntary basis, Tetanus inoculation and Rabies inoculation administered by the County Health Department without cost to the employee. The procedure for obtaining inoculation shall be established by the Chief Animal Control Officer and the Director of the Health Department.

2. Promotions:

A promotion is the movement of an employee to a higher paid position covered by this Supplemental Agreement within his/her current Department. Promotions shall be based upon qualifications for the higher paid position, as those qualifications are determined by the Employer. If the qualifications are determined to be equal, full-time departmental seniority shall then be given first consideration.

Eligibility for the next increment adjustment, if any, will be attained after working thirteen (13) continuous, complete pay periods after the promotion takes effect.

3. Workers' Compensation:

The Employer shall provide Worker's Compensation Insurance in accordance with applicable statutes. Disability compensation for these employees shall be provided under the following conditions:

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

1. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
3. Any employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury with his/her Department Head on the day such injury occurs or, if physically unable to do so because of the nature of such injury, then a physician's report in writing relating to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the County of Macomb.
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 Workers' Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
6. The Employer shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 9, Employee Defined. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
7. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
8. Disability compensation shall be made to an 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 the amount necessary to equal his/her regular salary, such payments to continue for a period of twenty-six (26) weeks from date of incapacitating injury. At the end of said twenty-six (26) week period the Employer shall review the disability status of the injured employee to determine if an additional twenty-six (26) week extension shall be granted, dependent upon the physical condition and ability of the employee to perform other available employment. In no event shall the period of supplementation under this provision exceed fifty-two (52) weeks from the date of incapacitating injury.
  - b. If the disability exists at the end of the fifty-two (52) week period, the compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for fifty-two (52) weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
  - c. Upon the expiration of the one hundred four (104) weeks, an employee unable to return to duty shall be terminated by the Employer. The Employer will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 22, Retirement System and the Macomb County Employees' Retirement Ordinance.

- d. Any Sick or Annual Leave earned and accrued shall be paid to the former employee upon termination of the active employment relationship.
  - B. 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.
4. Annual Leave:
- A. The Employer shall make available vacation schedules and request employees to turn in his/her preferences by March 1st of each year during the term of this Agreement, and vacations shall be scheduled in accordance with seniority, with the most senior employee having the first preference on vacations, all in keeping with the needs of the Department and shift staffing requirements. The vacation schedule, as prepared in conformance with this section, shall be made available for examination by the first workday following March 15<sup>th</sup> and shall be updated on a continual basis.
  - B. Requests for vacation time received after March 1st of each year shall be honored in the order received, subject to availability of requested dates, as determined by the Department staffing needs, without regard to seniority. An employee, who submits a written vacation request after March 1st, will receive a response to his/her request within ten (10) days following written submission.
  - C. In recognition of the requirement that employees occasionally work on Saturdays, employees covered by this Agreement will earn an additional eight (8) hours of Annual Leave per year.
5. Overtime:
- A. Overtime pay shall be allowed at the rate of time and one-half (1 1/2) for all work in excess of forty (40) hours per week, and in case of emergency at times other than the normal scheduled shift.
  - B. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.
  - C. All overtime must be approved by the Department Head who shall submit a monthly report of such overtime allowed to the Finance Director and a copy thereof, to the Human Resources Director.
  - D. Overtime pay may be allowed for emergency work in any other Department provided request therefore, must be submitted to Finance Director accompanied by a written description setting forth the need for such overtime and upon approval thereof, the overtime work may be performed.
  - E. Call back overtime shall be assigned on a weekly rotation basis by seniority for Animal Control Officers. Said Officer shall receive an additional payment of \$150.00 for the week he/she is assigned to be responsible for call back overtime. Said Officer shall have the use of a pager and a County Animal Control vehicle during the week assigned.

- F. If an employee is contacted, and required to respond, he/she shall be paid two (2) hours of pay at time and one-half rate, or time and one-half rate for all hours worked, whichever is greater.
- G. Overtime Rotation:
  - 1. Overtime hours shall be divided as equally as possible among employees in the same classification as determined to be appropriate by the Employer. Overtime distribution will be by classification seniority until the first overtime assignments are made. Once the first overtime assignments are made, future assignments shall be on a rotation basis. All overtime assignments refused shall be considered as if the overtime had been worked.
  - 2. Whenever overtime is required, the employee with the least number of overtime hours in the appropriate classification, present at the Animal Shelter, will be asked first to perform the work. If this employee declines, the next employee on the posted list shall be contacted, and so on, until an employee is available.
  - 3. Should the procedure set forth in items 1. and 2. above, fail to produce a sufficient number of employees, the Employer may compel the least senior employee(s) in the appropriate classification, present at the Animal Shelter, to work the overtime.
  - 4. Employees assigned to work, and working away from the Animal Shelter, may, regardless of seniority or overtime hours, be assigned overtime work occurring near their location.
  - 5. Employees in other classifications in the Animal Shelter may be called for overtime if there is a shortage of employees in the classification needed, provided they are capable of performing the work with minimal instruction.
- 6. Longevity: The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.
  - A. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
  - B. The basis of longevity compensation is as follows:
    - 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
    - 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.

3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absence 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 \$19,000 paid to such employee as of October 31st, provided, such employee qualified as to length of service as per paragraph B.1, provided, that the compensation to be utilized for computation purposes of a part-time employee entering upon full time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) years of service of full-time employment is attained.
- C. The following schedule of payment shall apply, and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of nineteen thousand dollars (\$19,000).

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

- D. Longevity payments shall be 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 of D.1 below.
1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation Schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
  2. Employees who voluntarily quit or are dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.

3. An approved Leave of Absence Without Pay for reasons of personal illness/injury shall qualify an employee for a 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.
  - E. Military duty time will be included as continuous service time in the computation of future longevity payments, PROVIDED, the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.
  - F. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
  - G. Computations of longevity compensation shall be made by the Employer and paid upon approval thereof by the Finance Committee of the Macomb County Board of Commissioners.
  - H. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
  - I. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section D, above. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section H, above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section C, above).
7. Holiday Benefits:
- A. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused 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 scheduled day before and/or the scheduled day after a holiday and/or the holiday, if scheduled, shall result in the denial of holiday pay. Excuse shall be by medical certificate and/or Department Head approval. In order for an employee to avoid loss of pay, said employee, shall provide a medical certificate within three (3) working days.
  - B. In instances where an employee is declared ineligible for a holiday in accordance with provisions of this Agreement, the employee shall be notified in writing, with a copy to the appropriate representative of the bargaining unit, that payment for the holiday in question is being denied and the reason for such denial. Such notice shall be given no later than the end of the next pay period in which the holiday in question falls.



- C. Holiday Pay payments shall be included in the first regular payroll check of December.
  - D. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive as part of their payoff, a prorated amount of Holiday Pay. Payment for the balance of that years holidays and subsequent holiday pay shall be made in December of each year as described in Section C above.
8. Uniform Allowance and Equipment:
- A. Uniform Allowance, for uniforms required by Department regulation, shall be \$450.00.
  - B. In addition to the Uniform Allowance, the County will provide arm patches for those employees covered by this Agreement.
  - C. Probationary employees shall not be eligible for a Uniform Allowance until after they have successfully completed their probationary period.
  - D. Any unused portion of this allowance shall be carried over to the following year on an individual basis in accordance with Department regulations. This Uniform Allowance shall also provide for a "dry-cleaning" and/or laundry provisions as follows:
    - Uniforms and other attire, as required by the Department regulations shall be taken to a designated commercial establishment for service and/or repair as required. Items to be covered include: Uniform outer coats, uniform coat and trousers and uniform shirts and ties.
  - E. Effective April 13, 2005, the Employer will provide Bite Sticks and other appropriate equipment to Animal Control Officers for appropriate use.
  - F. All new Animal Control vehicles used by bargaining Unit members to perform their assigned duties will be equipped with power windows, locks, mirrors and tilt steering.
9. Euthanasia Procedures at Animal Shelter: The following procedures are in effect at the Macomb County Animal Shelter on the use of a contractual Veterinarian on the duties of Kennel Attendant:
- A. The Veterinarian is required by Contract, to euthanize all animals specified by the Animal Shelter Director, with an injection of Sodium Pentobarbital, T-61, or humane drug, as determined by the Veterinarian.
  - B. Animal Shelter personnel will be required to deliver said animals to the Veterinarian's work area, and place them in cages provided. After the animals have been euthanized, Animal Shelter personnel will remove them and incinerate their bodies.
  - C. Animal Shelter personnel, except the Kennel Attendant, may be required to assist the Veterinarian during the euthanasia process, by holding or restraining animals when sufficient Kennel Attendants are not available.
  - D. Animal Shelter personnel will be required to euthanize certain animals, by humane method other than injection.
  - E. Kennel Attendant personnel will be required, by method of injection, to euthanize certain animals. A minimum of two (2) persons will be required to perform injectable euthanasia. In the absence of the Veterinarian, and in the event that only one Kennel Attendant person is on duty, the Chief Animal Control Officer or designate may assist in performing injectable euthanasia.

- F. The Animal Control Officers will retain the right and capability to destroy an animal with a hand-gun, if necessary.

Effective April 13, 2005, employees in the classification of Animal Control Officer shall not be permitted to carry handguns while on duty, except for the following Grandfathered employees only, Peter Folske and Jennifer Zacharzewski.

- G. Kennel Attendant personnel shall be required to perform duties and responsibilities as described in Job Description.

10. REPRESENTATIVES:

| <u>BARGAINING UNIT</u>              | <u>UNIT CHAIR</u> | <u>STEWARDS</u> |
|-------------------------------------|-------------------|-----------------|
| Animal Control<br>(One (1) Steward) | 1                 | 1               |

**UAW LOCAL 889 - ANIMAL CONTROL  
SALARY AND INCREMENT SCHEDULE  
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> |
|------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Animal Control Officer | \$29,924.33  | \$32,422.44   | \$34,920.56   | \$37,418.67   | \$39,899.16   | \$40,622.51   |
| Kennel Attendant       | \$27,753.50  | \$30,066.30   | \$32,379.11   | \$34,596.99   | \$37,004.69   | \$37,728.04   |

## APPENDIX C

### MCCSA Supplement To Master Agreement

The Parties agree that the following shall be considered a part of the Master Agreement between the Parties.

1. Seniority:

- A. The provisions of this Supplemental Agreement shall be subject to the terms of the applicable Master Agreement.
- B. The following definitions shall apply to the seniority accrued by employees employed by MCCSA:
  - 1. Full Time Division Seniority means the seniority accrued by an employee in a full time budgeted position in each of the following divisions:
    - a. Head Start/Child Care
    - b. Nutrition
    - c. Transportation
    - d. Energy
    - e. General Community Programming/Food Program
    - f. Chore
    - g. General Administration
  - 2. Full Time Department Seniority means the seniority accrued by an employee in a full time budgeted position in MCCSA.
  - 3. Part Time Division Seniority means the seniority accrued by an employee in a part time position in the Divisions identified in Section 1., Full Time Division Seniority, above.
  - 4. Part Time Department Seniority means the seniority accrued by an employee in a part time position in MCCSA.
- C. For purposes of any benefits identified in the applicable Master Agreement or Supplemental Agreement, including but not limited to: Annual Leave/accrual and utilization, Accumulated Sick Leave Payoff, Layoff and Recall and Longevity, an employee promoted to a full time position from a part-time position shall begin to accrue seniority, for benefit purposes, as of the first day of employment in the full time position.

2. Promotions:

- A. A promotion is the movement of an employee to a higher paid position covered by their Agreement within his/her current Department. Promotions shall be based upon qualifications, as determined by the Employer, in its discretion. If qualifications are determined to be equal, seniority shall then be given first consideration.

- B. For purposes of awarding an available promotion, the following types of seniority, as defined in the MCCA Supplemental Agreement, shall be recognized in the following order:
  - 1. Full-Time Division Seniority
  - 2. Part-Time Division Seniority
  - 3. Full-Time Department Seniority
  - 4. Part-Time Department Seniority
- C. Eligibility for the next increment adjustment, if any, will be attained after working thirteen (13) continuous, complete pay periods after the promotion takes effect.

3. Reporting Pay:

Any employee who is scheduled to report for work and who presents him/herself for work as scheduled shall be assigned at least two (2) hours of work on the job for which he/she was scheduled to report. If work on the job is not available, or if the employer otherwise determines that the employee's work should not continue through the duration of the shift, the employee may either be reassigned by the employer or be excused from duty and paid for two (2) hours' work. Further, when any employee reports for and starts to work as scheduled, and is excused from duty before completing two (2) hours of work, the employee should be paid for two (2) hours' work.

4. Pay for Hours Worked:

- A. All employees will be paid for all authorized hours worked. Employees required to perform off premises activities for the benefit of the employer shall obtain prior approval from their supervisor to perform such activities.
- B. At certain senior nutrition sites, the employer may, in its discretion, designate the site as requiring two (2) employees for appropriate service. In the event that one (1) of the employees does not appear for work, the remaining employee who performs all assigned functions will receive an additional 1.5 hours of pay for each day that such work is performed.

5. A. Teacher Aide Paid Time Off:

Teacher Aides shall be paid for the following days:

- 1. Three (3) call-ins each year. The employee must request the PTO day to be used at the time of request or call in. If the employee does not use any of these days during the school year, they shall be paid for up to three (3) PTO days at the end of the year (last check received in June).
- 2. Thanksgiving and the day after.

3. Christmas recess – Number of days depends on the length of time classrooms are closed, up to a maximum of ten (10) days.
  4. Easter recess – Four (4) hours on Good Friday and the length of time classrooms are closed the week after Easter, up to a maximum of five (5) days.
- B. Teacher Aide Change of Work Site: A regular part time employee, as defined in Article 9 of the Master Agreement, in the classification of Teacher Aide, may request a change of work site for the upcoming school year, by the end of the current school year in May. A transfer form, provided by the Employer, must be completed. The position sought by the employee must be vacant for the school year the request is made. The Employer shall exercise discretion in the granting of such requests, however, if no basis exists to deny a request, the Employer shall follow Part Time Division Seniority.
6. Regular Part Time Employee PTO (Paid Time Off) Days: Regular part time employees, as defined in Article 9, Employee Defined, with one (1) year of service, shall be paid for the following days:
- A. Three (3) call-ins each year. The employee must request the PTO day to be used at the time of request or call in. If the employee does not use any of these days during the calendar year, they shall be paid for up to three (3) PTO days at the end of the year.
  - B. The PTO described in this provision shall be taken only in complete day increments.
  - C. This provision shall not apply to the Teacher Aide classification referred to in Section 5, above.
7. Leave of Absence (Part Time):
- A. A regular part time employee, as defined in Article 9, Employee Defined who has completed their probationary period, may request a leave of absence, in writing, as provided in Article 19, Leave of Absence.
  - B. This leave of absence may be granted for any of the purposes set forth in Article 19, however, the length of the leave shall be limited to 45 calendar days. Upon the expiration of the leave of absence a 45 calendar day extension may be granted upon written request.
  - C. The Department Head and the Director of Human Resources shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes. Such approval shall not be unreasonably denied.
8. Unpaid Time Off:
- The Department Director and Department Supervisor may grant unpaid time off for regular part-time employees, excluding the classification of Teacher Aide, as defined in Article 9, Employee Defined, according to the following schedule:
- |                                       |   |
|---------------------------------------|---|
| After one (1) full year of service:   | Up to one (1) regularly scheduled week    |
| After five (5) full years of service: | Up to two (2) regularly scheduled weeks   |
| After ten (10) full years of service: | Up to three (3) regularly scheduled weeks |

9. Overtime:

A. Payment for Overtime:

1. Full-time employees determined to be non-exempt pursuant to the provisions of the Fair Labor Standards Act (FLSA) shall be eligible for compensation for overtime worked.
2. Part-time employees determined to be non-exempt pursuant to the FLSA are not eligible for overtime payment unless they actually work over forty (40) hours in a seven (7) day period.
3. Overtime work, including emergency overtime work, scheduled and authorized by the Department Head, shall be made to eligible employees at the rate of time and one-half (1 ½) for work in excess of forty (40) hours per week.
4. Employees determined to be exempt from the provisions of the FLSA shall not be eligible for compensation for overtime worked.
5. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

B. Overtime Rotation:

1. Overtime hours shall be divided as equally as possible among employees in the same classification, in the same division, at the same location. Overtime distribution will be by seniority until the first overtime assignments are made. Once the first overtime assignments are made, future assignments shall be on a rotation basis. All overtime assignments refused shall be considered as if the overtime had been worked.
2. Whenever overtime is required, the employee with the least number of overtime hours will be asked first to perform the work. If this employee declines, the next employee on the list shall be contacted, and so on, until an employee is available.
3. Should the process referred to above fail to secure a sufficient number of employees to adequately staff the classification in the division, employees, in reverse order of seniority may be mandated to work the available overtime.

10. Health And Safety:

- A. The employer will supply, upon request, back-supporters to any employee whose classification requires lifting, at employer expense. Employees who request back-supporters will be required to complete training in injury prevention as determined appropriate by the employer.

When an employee requests a back-supporter, the employee must wear the back-supporter when performing lifting activities.

The employee shall be responsible for the maintenance and possession of any back-supporter furnished by the employer, subject to normal wear and tear.

- B. The employer will address the behavior and possible removal of children in the Headstart and Child Care programs as provided in applicable regulatory materials.
- C. Damage to employee property in the course and scope of employment will be submitted to the Risk Management Department for evaluation and payment, as soon as practicable, taking into consideration the nature of the property damaged.
- D. Employees who contract head lice in the course and scope of their employment will be provided with the appropriate medication to deal with the infestation.

11. Worker's Compensation:

- A. A County employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:
  - 1. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
  - 2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
  - 3. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
  - 4. Regular full-time employees, so incapacitated, shall be continued on the County payroll during the period of disability compensation as provided in section a, b, c and d below:
    - 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 shall pay to such employee a sum of money, in addition to



Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage. The County 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (in 4.a. and 4.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 the current Macomb County Employees' Retirement System Ordinance.
  - d. Any Sick or Annual Leave earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
5. For the period during which the regular full-time employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the regular full-time employee will accumulate seniority, Sick Leave and Annual Leave time.
  6. A regular full-time employee returning from Worker's Compensation shall be placed in the same position, provided that said full-time employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
  7. 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.

12. Longevity:

- A. The following is the Longevity policy for payment of additional compensation to regular full-time employees having a record of long, continuous employment with the County, as recognition of the value of experience gained by such length of service.
- B. Longevity compensation shall be added to the regular payroll check, when due, for employees. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- C. 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.
- D. The basis of longevity compensation is as follows:
  1. An employee shall initially become eligible for Longevity compensation after completing five (5) years of continuous full-time employment, on or before October 31 of any year.

2. The following payment schedules shall apply:

| CONTINUOUS YEARS<br>SERVICE ON OR BEFORE |   |                          |
|--|---|--------------------------|
| <u>STEP</u>                              | <u>OCTOBER 31<sup>ST</sup> OF EACH YEAR</u> | <u>LONGEVITY PAYMENT</u> |
| 1  | 5 through 9                                 | \$360                    |
| 2  | 10 through 14                               | \$720                    |
| 3  | 15 through 19                               | \$1,080                  |
| 4  | 20 through 24                               | \$1,440                  |
| 5  | 25 and thereafter                           | \$1,800                  |

3. Continuous employment, for the purposes of this policy, shall not be considered interrupted when absences arise which are related to: paid annual leave (vacations), paid Sick Leave, paid Worker's Compensation (not to exceed one year), and approved Leaves of Absence without pay.

While Leaves of Absence without pay shall not be considered a break in continuous employment, an employee shall not receive service credit time during said Leave; additionally, the employee shall have his/her Longevity payment reduced by the proportionate amount of time that the employee was on the Leave of Absence without pay.

4. Military duty time shall be considered as continuous service time in the computation of Longevity payments, provided that 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, or provided that the employee immediately returns to the employ of the County upon release from active duty with a National Guard or Reserve branch of the U.S. Armed Forces.

5. While part-time employees are not eligible for Longevity compensation, if a part-time employee becomes a full-time employee, said employee shall become eligible to convert, on a pro-rata basis, his/her part-time years of service for Longevity purposes. Specifically, converting part-time years of service to full-time years of service shall be made by developing a fraction, in which the numerator of the fraction shall be the number of hours worked as a part-time employee, and the denominator of the fraction shall be the number of full-time hours in the concurrent time frame.

The compensation used to compute a longevity payment for a part-time employee who goes to full-time status shall be the annualized wage that the affected employee is paid as of October 31 of the year in which the employee becomes eligible for Longevity payment. The effective date of this provision shall be January 1, 1995.

6. Pro-rated Longevity computations and payments shall be made according to certain contingencies. Employees who qualify for a pro-rated Longevity payment shall receive one-twelfth (1/12) of the applicable amount as provided in Section D.2 above, for each complete calendar month of service actually worked from the preceding November 1, through the succeeding October 31. The pro-rated contingencies are as follows:

- a. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or the Longevity designee of an employee who dies prior to October 31, shall receive a pro-rated Longevity payment, regardless of the date of retirement or death.
  - b. Employees who go on a Leave of Absence without pay because of a Personal illness/injury shall receive a pro-rated Longevity payment at the same time that other employees receive their payment.
  - c. Employees who go on a Leave of Absence without pay because of: Illness/injury in the immediate family, Education or Personal Reasons, will be required to return to active employment from said Leave of Absence without pay to qualify for a pro-rated Longevity payment. Payment of the pro-rated Longevity amount will be made to the employee as soon as possible after he/she returns to active employment.
7. An employee who voluntarily leaves the employ of the County prior to October 31 of any year, and an employee who is terminated for cause prior to October 31 of any year, shall not be entitled to a pro-rated Longevity payment for any portion of the year.

E. DROP Participants: At the time an employee elects to participate in the DROP Program he/she shall receive, a part of their payoff, a prorated amount of longevity compensation as described in Sections D.6. and D.7., 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 C, 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.2., above).

13. Education And Training:

- A. The employer will provide all post-hire job related training required by the employer, including cardiopulmonary resuscitation (CPR), Blood Borne Pathogens and First Aid. The employer shall pay employees for time spent in such training as is required by the employer.
- B. The employer will provide all necessary safety training for the operation of any tools needed to complete assignments in the Weatherization Division. All training required by the employer will be provided at the employer's expense and time spent in such employer directed training shall be paid.
- C. The employer will provide all necessary training for the safe operation of the hi-lo at the Weatherization/Food Warehouse. The employer shall determine which employees should be trained to operate the hi-lo. Only those employees properly licensed and trained for the operation of the hi-lo will be permitted to operate it.

The employer will further provide training materials and test procedures for annual renewal of hi-lo licenses. All employees trained in the operation of the hi-lo must have a hi-lo license on their person at all times while at work.

- D. The employer will provide employees in those classifications determined appropriate by management, with vehicle maintenance training, including sanitation, visibility and proper operation of equipment. Periodic training regarding all aspects of the pre-trip inspection for vehicles will also be provided. Employees must perform an appropriate pre-trip inspection on all vehicles before the vehicle is placed in service each day.

14. Purchase of Supplies:

The employer will reimburse employees for all authorized purchases of supplies related to program activities.

15. Part-Time Employee Benefits: Regular part-time employees of MCCSA only, will be eligible for health and life insurance benefits, only, as follows:

A. Life Insurance:

Part-time employees will receive \$2,500.00 life insurance coverage

B. Health Insurance:

1. Eligibility shall only be for those Regular part-time employees who work a minimum of 40 hours each month.
2. Employees' health insurance coverage will be limited to the employee only, there will be no coverage available for the employees spouse or dependents.
3. The health insurance, as provided herein, is an employee option, and those employees who do not elect to participate in this health insurance program shall not be entitled to the insurance bonus identified in the Master Collective Bargaining Agreement.
4. Part-time employees' insurance benefits shall be provided by the lowest cost HMO only, determined on an annual basis.
5. Proportionate payment of premium cost:
  - a. Eligible employees shall only be able to elect and/or terminate coverage annually or as a result of a qualifying event and shall pay 75% of the premium cost. The Employer shall pay the remaining 25% of the premium cost.
  - b. An employee electing coverage should make the appropriate payment by check/money order by the first of the month. Failure to do so, or failure to comply with 15.B.1, will result in coverage being immediately cancelled and such employee shall not be eligible to reenroll until the next open enrollment period.
6. Health Insurance as outlined in 15.B. shall be evaluated on an annual basis, and the continuation or modification shall be at the Employer's discretion based upon available financial resources.

16. Driver Route Bidding:

- A. All bus drivers, in the Transportation Division, will bid for available school routes utilizing Division Seniority. The Employer may, in its discretion, alter routes after the bidding process is complete.
- B. All van drivers, in the Transportation Division, will bid for available meal routes utilizing Division Seniority. The Employer may, in its discretion, alter routes after the bidding process is complete.
- C. The department supervisor may pull a bus driver off his/her regular bid route to cover special boarded work for a specific day. The Employer will attempt to equalize the assignment of special boarded work by Division Seniority. The Employer reserves the right to make such assignments solely in its discretion.

17. REPRESENTATIVES:

BARGAINING UNIT

UNIT CHAIR

STEWARDS

MCCSA

1

6

(Six (6) stewards based on the following Districts: 1 – Head Start; 1 – Nutrition;  
1 – Transportation; 1 –Verkuilen Building – Clerical; 1- Weatherization; 1- At Large)

**UAW LOCAL 889 - M.C.C.S.A.  
WAGE AND INCREMENT SCHEDULE  
EFFECTIVE: JANUARY 1, 2011 - DECEMBER 31, 2011**

|                             | <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> |
|-----------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| ACCOUNT CLERK I             | \$23,924.62  | \$24,522.73   | \$25,120.85   | \$25,718.97   | \$26,317.08   | \$26,915.20   | \$27,513.31   | \$28,111.43   | \$28,709.54   | \$29,307.66   | \$29,905.77    |
| ACCOUNT CLERK II            | \$25,098.78  | \$25,726.25   | \$26,353.72   | \$26,981.19   | \$27,608.65   | \$28,236.12   | \$28,863.59   | \$29,491.06   | \$30,118.53   | \$30,746.00   | \$31,373.47    |
| ACCOUNT CLERK III           | \$27,930.61  | \$28,628.87   | \$29,327.14   | \$30,025.40   | \$30,723.67   | \$31,421.93   | \$32,120.20   | \$32,818.46   | \$33,516.73   | \$34,214.99   | \$34,913.26    |
| ACCOUNT CLERK IV**          | \$29,082.49  | \$29,809.55   | \$30,536.62   | \$31,263.68   | \$31,990.74   | \$32,717.80   | \$33,444.87   | \$34,171.93   | \$34,898.99   | \$35,626.05   | \$36,353.12    |
| ADMINISTRATIVE AIDE**       | \$31,473.32  | \$32,260.16   | \$33,046.99   | \$33,833.82   | \$34,620.66   | \$35,407.49   | \$36,194.32   | \$36,981.16   | \$37,767.99   | \$38,554.82   | \$39,341.66    |
| ASST. TRANSPORTATION COORD. | \$27,930.61  | \$28,628.87   | \$29,327.14   | \$30,025.40   | \$30,723.67   | \$31,421.93   | \$32,120.20   | \$32,818.46   | \$33,516.73   | \$34,214.99   | \$34,913.26    |
| DATA MAINTENANCE CLERK**    | \$28,333.25  | \$29,041.58   | \$29,749.91   | \$30,458.24   | \$31,166.58   | \$31,874.91   | \$32,583.24   | \$33,291.57   | \$33,999.90   | \$34,708.23   | \$35,416.56    |
| FIELD WORKER                | \$24,315.09  | \$24,922.97   | \$25,530.85   | \$26,138.73   | \$26,746.60   | \$27,354.48   | \$27,962.36   | \$28,570.24   | \$29,178.11   | \$29,785.99   | \$30,393.87    |
| INSPECTOR II                | \$35,103.38  | \$35,980.96   | \$36,858.54   | \$37,736.13   | \$38,613.71   | \$39,491.30   | \$40,368.88   | \$41,246.47   | \$42,124.05   | \$43,001.64   | \$43,879.22    |
| INVENTORY & DELIVERY CLERK  | \$26,400.00  | \$27,060.00   | \$27,720.00   | \$28,380.00   | \$29,040.00   | \$29,700.00   | \$30,360.00   | \$31,020.00   | \$31,680.00   | \$32,340.00   | \$33,000.00    |
| SECRETARY                   | \$29,325.29  | \$30,058.43   | \$30,791.56   | \$31,524.69   | \$32,257.82   | \$32,990.96   | \$33,724.09   | \$34,457.22   | \$35,190.35   | \$35,923.49   | \$36,656.62    |
| SR. NUTRITION PROGRAM CLERK | \$20,283.31  | \$20,790.39   | \$21,297.48   | \$21,804.56   | \$22,311.64   | \$22,818.72   | \$23,325.81   | \$23,832.89   | \$24,339.97   | \$24,847.06   | \$25,354.14    |
| TYPIST CLERK I              | \$23,534.14  | \$24,122.50   | \$24,710.85   | \$25,299.20   | \$25,887.56   | \$26,475.91   | \$27,064.26   | \$27,652.62   | \$28,240.97   | \$28,829.33   | \$29,417.68    |
| TYPIST CLERK II             | \$24,315.09  | \$24,922.97   | \$25,530.85   | \$26,138.73   | \$26,746.60   | \$27,354.48   | \$27,962.36   | \$28,570.24   | \$29,178.11   | \$29,785.99   | \$30,393.87    |
| TYPIST CLERK III**          | \$26,587.22  | \$27,251.90   | \$27,916.58   | \$28,581.26   | \$29,245.94   | \$29,910.62   | \$30,575.30   | \$31,239.98   | \$31,904.66   | \$32,569.34   | \$33,234.02    |
| TYPIST CLERK IV             | \$27,836.24  | \$28,532.15   | \$29,228.05   | \$29,923.96   | \$30,619.86   | \$31,315.77   | \$32,011.68   | \$32,707.58   | \$33,403.49   | \$34,099.39   | \$34,795.30    |
| TYPIST CLERK/FIELD WORKER   | \$24,315.09  | \$24,922.97   | \$25,530.85   | \$26,138.73   | \$26,746.60   | \$27,354.48   | \$27,962.36   | \$28,570.24   | \$29,178.11   | \$29,785.99   | \$30,393.87    |
| WEATHERIZATION INSPECTOR    | \$31,823.30  | \$32,618.88   | \$33,414.47   | \$34,210.05   | \$35,005.63   | \$35,801.21   | \$36,596.80   | \$37,392.38   | \$38,187.96   | \$38,983.55   | \$39,779.13    |

\*\*\*Employees in this classification who are assigned to the Head Start program are entitled to the Head Start ARRA Grant. Effective 8-21-10 this classification receives a 1.84% increase over the Wage and Increment Schedule.

**UAW 889 - M.C.C.S.A.  
WAGE AND INCREMENT SCHEDULE  
EFFECTIVE JANUARY 1, 2011 - DECEMBER 31, 2011**

| <b><u>PART-TIME CLASSIFICATIONS</u></b> | <b><u>START</u></b> | <b><u>STEP 1</u></b> | <b><u>STEP 2</u></b> | <b><u>STEP 3</u></b> | <b><u>STEP 4</u></b> | <b><u>STEP 5</u></b> | <b><u>STEP 6</u></b> | <b><u>STEP 7</u></b> | <b><u>STEP 8</u></b> | <b><u>STEP 9</u></b> | <b><u>STEP 10</u></b> |
|---|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
| ASSISTANT FIELD WORKER                  | \$10.09             | \$10.35              | \$10.60              | \$10.85              | \$11.10              | \$11.36              | \$11.61              | \$11.86              | \$12.11              | \$12.37              | \$12.62               |
| ASST WAREHOUSE OPERATOR, PT             | \$9.76              | \$10.01              | \$10.25              | \$10.49              | \$10.74              | \$10.98              | \$11.23              | \$11.47              | \$11.72              | \$11.96              | \$12.20               |
| ACCOUNT CLERK IV, PT                    | \$14.63             | \$15.00              | \$15.37              | \$15.74              | \$16.12              | \$16.49              | \$16.86              | \$17.23              | \$17.60              | \$17.97              | \$18.35               |
| INVENTORY/WAREHOUSE WORKER              | \$13.49             | \$13.83              | \$14.17              | \$14.51              | \$14.85              | \$15.19              | \$15.53              | \$15.87              | \$16.21              | \$16.55              | \$16.90               |
| SENIOR NUTRITION PROGRAM CLERK, PT      | \$10.16             | \$10.42              | \$10.67              | \$10.93              | \$11.18              | \$11.43              | \$11.69              | \$11.94              | \$12.20              | \$12.45              | \$12.70               |
| BUS DRIVER**                            | \$12.64             | \$12.95              | \$13.26              | \$13.58              | \$13.89              | \$14.20              | \$14.52              |                      |                      |                      |                       |
| KITCHEN AIDE                            | \$7.85              | \$8.08               | \$8.31               | \$8.54               | \$8.78               | \$9.01               | \$9.24               |                      |                      |                      |                       |
| RECORD KEEPER                           | \$8.14              | \$8.38               | \$8.62               | \$8.86               | \$9.10               | \$9.34               | \$9.58               |                      |                      |                      |                       |
| SITE SUPERVISOR                         | \$9.12              | \$9.39               | \$9.65               | \$9.92               | \$10.19              | \$10.46              | \$10.73              |                      |                      |                      |                       |
| SITE SUPERVISOR/KITCHEN AIDE SUB        | \$7.85              | \$8.08               | \$8.31               | \$8.54               | \$8.78               | \$9.01               | \$9.24               |                      |                      |                      |                       |
| TEACHER AIDE**                          | \$9.38              | \$9.65               | \$9.93               | \$10.20              | \$10.48              | \$10.76              | \$11.03              |                      |                      |                      |                       |
| VAN DRIVER                              | \$9.69              | \$9.97               | \$10.26              | \$10.54              | \$10.83              | \$11.11              | \$11.40              |                      |                      |                      |                       |
| WAREHOUSE OPERATOR**                    | \$11.92             | \$12.27              | \$12.62              | \$12.97              | \$13.32              | \$13.67              | \$14.02              |                      |                      |                      |                       |

\*\*Employees in this classification who are assigned to the Head Start program are entitled to the Head Start ARRA Grant. Effective 8-21-10 this classification receives a 1.84% increase over the Wage and Increment Schedule.

**APPENDIX D**

**Specialized Offices Supplement To Master Agreement**

The Parties agree that the following supplements shall be considered a part of the Master Agreement between the Parties.

A. HEALTH DEPARTMENT:

Dental Premium Cost for Part-time Dentists:

1. Schedule of Employer pro-rated percentage contribution for Dental Insurance premium cost as it applies to part-time dentists only.
2. This schedule which appears below shall apply to part-time dentist only. All other employees in classifications listed herein will be governed by the definition of a "Regular Employee", as provided for in the Agreement between the County of Macomb and UAW Local 889. This definition requires that the affected employee MUST work thirty (30) or MORE hours, per week, to be eligible for Employer payment of "fringe benefits".

| <u>Regularly Scheduled Hours<br/>Per Week Worked</u> | <u>Percent Of Premium Cost<br/>To Be Paid By The County</u> |
|--|---|
| 15   | 4.5%  |
| 16   | 9.0%  |
| 17   | 13.5%   |
| 18   | 18.0%   |
| 19   | 22.5%   |
| 20   | 27.0%   |
| 21   | 31.5%   |
| 22   | 36.0%   |
| 23   | 40.5%   |
| 24   | 45.0%   |
| 25   | 49.5%   |
| 26   | 54.0%   |
| 27   | 58.5%   |
| 28   | 63.0%   |
| 29   | 67.5%   |
| 30   | 72.0%   |
| 31   | 76.5%   |
| 32   | 81.0%   |
| 33   | 85.5%   |
| 34   | 90.0%   |
| 35   | 94.5%   |
| 36   | 97.5%   |
| 37 ½   | 100.0%  |



B. REFERENCE & RESEARCH CENTER (LIBRARY):

For the purposes of this Supplement, and unless otherwise stated in this Supplement, a regular employee shall mean one who is hired to work on a regular basis to fill a budgeted position, regardless of number of hours scheduled to work.

1. Holidays: The Reference & Research Center (Library) will be closed and employees who qualify shall be granted time off with pay for the following holidays:

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

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

b.

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

- (2) The Reference & Research Center (Library) shall remain open on the following holidays:

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

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

2. Scheduling:

It is understood and agreed that regular employees, normally scheduled Monday through Friday, may at the discretion of the Employer, in accordance with seniority and qualifications to perform the necessary assignment, have their regular schedule altered, so as to cover Saturday operation of the Reference & Research Center (Library) with no additional costs to the County due to overtime payments.

3. Pre-Professional Librarian/Trainee:

The salary of a Pre-Professional Librarian/Trainee working toward a Master's Degree in Library Science shall begin four increments below the regular salary for Librarians; however, a Trainee hired with twelve (12) or more semester hours (or their equivalent) toward the MLS, and with prior library experience, may be started at step one of the Librarian's pay scale. A Pre-Professional Librarian/Trainee will receive regular increments.

- a. Management will pursue hiring of a Pre-Professional Librarian/Trainee only when attempts to fill Librarian positions with fully qualified personnel have failed.
- b. The Pre-Professional Librarian/Trainee is required to complete six (6) semester hours (or their equivalent) toward a Master's Degree in Library Science each year. Proof of the successful completion of the six (6) semester hours will be presented to the Reference & Research Center (Library) Administration as courses are completed.
- c. An employee in this classification may be terminated at the discretion of the Employer if no effort is being made to obtain a Master's Degree in Library Science.

4. Sunday Service:

Sunday work is voluntary. An employee covered by this Supplement who works on Sundays will be paid one and one-half (1 1/2) times his/her current hourly rate of pay, for all time worked.

5. Sick Leave:

Employees who are working as regular employees but for a period each week less than the hours of normal employment shall be entitled to sick leave, as above, on a basis proportionate to the time they have worked.

6. Annual Leave (Vacation):

Employees, except for participants in the Deferred Retirement Option Program, 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.

C. MACOMB COUNTY CIRCUIT COURT, JUVENILE DIVISION:

1. Worker's Compensation - For Certain Circuit Court, Juvenile Division Employees:

Employees in the following classifications only, shall receive hazardous duty disability compensation: Psychologist, Referee/Attorney and Referee. Disability compensation for the employees in these classifications only, shall be provided under the following conditions:

- a. An employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:
- (1) The term "actual performance of duty" shall be defined as job assignment and job related activities that are specifically directed by or verified by the Chief Judge, Macomb County Circuit Court or designee.
  - (2) The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
  - (3) The total incapacity, as above set forth, must continue for the duration of the period of compensation.
  - (4) 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.
  - (5) The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
  - (6) 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.
  - (7) The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 9, Employee Defined. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.

- (8) An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
- (9) Disability compensation shall be made to eligible 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 the amount necessary to equal his/her regular salary, such payments to continue for a period of twenty-six (26) weeks from date of incapacitating injury. At the end of said twenty-six (26) week period the Employer shall review the disability status of the injured employee to determine if an additional twenty-six (26) week extension shall be granted, dependent upon the physical condition and ability of the employee to perform other available County employment. In no event shall the period of supplementation under this provision exceed fifty-two (52) weeks from the date of incapacitating injury.
  - (b) If the disability exists at the end of the fifty-two (52) week period, the compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for fifty-two (52) weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
  - (c) Upon the expiration of the one hundred four (104) weeks, an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 22, Retirement System and the Macomb County Employees' Retirement Ordinance.
  - (d) Any Sick or Annual Leave earned and accrued shall be paid to the former employee upon termination of the active employment relationship.

- b. 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.

2. Beeper Compensation:

- a. Employees in the classification of Circuit Court Juvenile Division Referee are to receive \$225 for each week that they are required to carry a beeper.
- b. Employees, while on beeper duty who are actually required to report to the premises, will be compensated for a minimum of four (4) hours at one and one-half (1 1/2) times the regular hourly rate for the time worked while on the premises. Such overtime pay shall be in addition to the compensation received for carrying a beeper.

D. OVERTIME:

- 1. Except as provided in Section C.2., "Work Schedule", of this Appendix, employees covered by this Agreement scheduled and authorized to work overtime, beyond 40 hours actually worked per week, will receive one and one half (1 1/2) times their regular hourly rate for all such overtime hours.
- 2. Employees regularly scheduled to work 37.5 hours per week, who are authorized and actually work more than 37.5 hours in a work week, shall receive compensatory time on a straight time "hour for hour" basis only for all hours worked between 37.5 and 40 hours in a work week.
- 3. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.
- 4. Employees shall be permitted to utilize compensatory time with the prior approval of their immediate supervisor, provided, it will not unduly disrupt the operations of the department.
- 5. Employees may request to be paid for unused compensatory time and the employer shall, within thirty (30) days of such request, pay the employees for unused compensatory time.
- 6. Full-time employees in the classifications of Referee, Referee/Attorney and Research Attorney determined to be non-exempt from the provisions of the Fair Labor Standards Act (FLSA) shall be eligible for compensation for overtime worked as provided by the FLSA. Full-time employees in the classifications of Referee, Referee/Attorney and Research Attorney determined to be exempt from the provisions of the Fair Labor Standards Act shall not be eligible for compensation for overtime worked. Part-time employees in the classifications of Referee, Referee/Attorney and Research Attorney are not eligible for overtime payment unless they actually work over forty (40) hours in a seven (7) day period. Overtime work, including emergency overtime work, scheduled and authorized by the Department Head, shall be made to eligible employees at the rate of time and one-half (1 1/2) for work in excess of forty (40) hours per week.

Compensation as used in this policy shall mean either cash payment or compensatory time. The Employer has the right to offer overtime compensation either in the form of cash payment or compensatory time.

An employee who has accrued compensatory time and requests use of same, shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department.

Compensatory time earned, taken or paid shall be recorded on the County's payroll system on a pay period basis.

E. PROMOTIONS:

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

F. WORKER'S COMPENSATION:

Except for certain Circuit Court, Juvenile Division employees who are covered under Section C.1. of this Supplement, Worker's Compensation - For Certain Circuit Court, Juvenile Division

Employees, a County employee, including but not limited to Referees, Referee/Attorneys and Research Attorneys, who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:

1. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
3. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
4. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
5. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
6. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 9, Employee Defined. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.

7. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
8. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
  - a. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
  - b. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County's 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (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 22, Retirement System and the Macomb County Employees' Retirement Ordinance.
  - d. Any Sick or Annual Leave earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
9. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

G. LONGEVITY:

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

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

2. The basis of longevity compensation is as follows:
- a. 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.
  - b. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.
  - c. 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.
  - d. A schedule shall be used as a basis for longevity payments, paid to such employees as of October 31st, provided said employees qualify as to length of service, as per Paragraph 2-a of this Section, as follows:

| <u>STEP</u> | <u>CONTINUOUS YEARS SERVICE<br/>ON OR BEFORE OCTOBER 31ST</u> |  | <u>AMOUNT</u> |
|-------------|---|--|---------------|
|             | <u>OF EACH YEAR</u>   |  |               |
| 1           | 5 through 9   |  | \$ 320        |
| 2           | 10 through 14   |  | \$ 730        |
| 3           | 15 through 19   |  | \$1,130       |
| 4           | 20 and thereafter   |  | \$1,800       |

Effective August 21, 2002, for eligible employees in the classifications of Referee, Referee/Attorney and Research Attorney, the following payment schedule shall apply:

| <u>STEP</u> | <u>CONTINUOUS YEARS SERVICE<br/>ON OR BEFORE OCTOBER 1ST</u> |  | <u>AMOUNT</u> |
|-------------|--|--|---------------|
|             | <u>OF EACH YEAR</u>  |  |               |
| 1           | 5 through 9  |  | \$ 360        |
| 2           | 10 through 14  |  | \$ 720        |
| 3           | 15 through 19  |  | \$1,080       |
| 4           | 20 through 24  |  | \$1,440       |
| 5           | 25 and thereafter  |  | \$1,800       |

3. Longevity payments shall be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, may receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision 3-a, below.



- a. 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.
  - b. 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.
  - c. An approved leave of absence without pay for reasons of personal illness/injury, shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education and personal reasons will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.
4. 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.
  5. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinance of the County of Macomb and other applicable statutes.
  6. 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.
  7. 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 3, 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 6, 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 2.d, above).

H. REPRESENTATIVES:

| <u>BARGAINING UNIT</u> | <u>UNIT CHAIR</u> | <u>STEWARDS</u> |
|------------------------|-------------------|-----------------|
| Specialized Offices    | 1                 | 6               |

(Six (6) stewards based on the following Districts: 3 – Administration Building / County Building/ Court Building; 1 – Health Department / Family Court / Probate Court / Juvenile Justice Center / Sheriffs Office; Reference & Research Center ( Library) / Public Works; 2 – At Large)

**UAW LOCAL 889 - SPECIALIZED OFFICES  
WAGE AND INCREMENT SCHEDULE  
EFFECTIVE: JANUARY 1, 2011 - DECEMBER 31, 2011**

|                                    | <u>START</u>  | <u>6</u>      | <u>12</u>     | <u>18</u>     | <u>24</u>     | <u>30</u>     | <u>36</u>     | <u>42</u>     | <u>48</u>     | <u>54</u>     | <u>60</u>     |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                                    | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> | <u>MONTHS</u> |
| 1ST DEPUTY REGISTER                | \$31,772.61   | \$32,566.92   | \$33,361.24   | \$34,155.55   | \$34,949.87   | \$35,744.19   | \$36,538.50   | \$37,332.82   | \$38,127.13   | \$38,921.45   | \$39,715.76   |
| 2ND DEPUTY REGISTER                | \$30,137.14   | \$30,890.57   | \$31,644.00   | \$32,397.43   | \$33,150.86   | \$33,904.29   | \$34,657.72   | \$35,411.14   | \$36,164.57   | \$36,918.00   | \$37,671.43   |
| ACCOUNTANT                         | \$43,431.95   | \$44,517.75   | \$45,603.55   | \$46,689.35   | \$47,775.15   | \$48,860.95   | \$49,946.74   | \$51,032.54   | \$52,118.34   | \$53,204.14   | \$54,289.94   |
| ADMINISTRATIVE ASSISTANT           | \$42,854.92   | \$43,926.29   | \$44,997.66   | \$46,069.04   | \$47,140.41   | \$48,211.78   | \$49,283.16   | \$50,354.53   | \$51,425.90   | \$52,497.27   | \$53,568.65   |
| ASSISTANT ASSIGNMENT CLERK         | \$27,256.29   | \$27,937.69   | \$28,619.10   | \$29,300.51   | \$29,981.92   | \$30,663.32   | \$31,344.73   | \$32,026.14   | \$32,707.54   | \$33,388.95   | \$34,070.36   |
| ASSISTANT DIRECTOR-SUPERVISOR      | \$48,151.44   | \$49,355.23   | \$50,559.02   | \$51,762.80   | \$52,966.59   | \$54,170.37   | \$55,374.16   | \$56,577.95   | \$57,781.73   | \$58,985.52   | \$60,189.31   |
| ASST OPERATIONS MGR - PUMP STATION | \$43,484.82   | \$44,571.94   | \$45,659.06   | \$46,746.18   | \$47,833.30   | \$48,920.42   | \$50,007.54   | \$51,094.66   | \$52,181.78   | \$53,268.90   | \$54,356.03   |
| ATTORNEY/DEPUTY PROBATE REGISTER   | \$63,450.16   | \$65,036.41   | \$66,622.67   | \$68,208.92   | \$69,795.18   | \$71,381.43   | \$72,967.68   | \$74,553.94   | \$76,140.19   | \$77,726.45   | \$79,312.70   |
| BUDGET ANALYST                     | \$43,431.95   | \$44,517.75   | \$45,603.55   | \$46,689.35   | \$47,775.15   | \$48,860.95   | \$49,946.74   | \$51,032.54   | \$52,118.34   | \$53,204.14   | \$54,289.94   |
| BUYER                              | \$38,144.98   | \$39,098.60   | \$40,052.23   | \$41,005.85   | \$41,959.47   | \$42,913.10   | \$43,866.72   | \$44,820.35   | \$45,773.97   | \$46,727.60   | \$47,681.22   |
| COORDINATOR/INTERVIEWER            | \$41,998.99   | \$43,048.96   | \$44,098.94   | \$45,148.91   | \$46,198.89   | \$47,248.86   | \$48,298.84   | \$49,348.81   | \$50,398.79   | \$51,448.76   | \$52,498.74   |
| COURT ANALYST                      | \$44,278.78   | \$45,385.75   | \$46,492.72   | \$47,599.69   | \$48,706.66   | \$49,813.63   | \$50,920.60   | \$52,027.57   | \$53,134.54   | \$54,241.51   | \$55,348.48   |
| DENTIST                            |               |               |               |               |               |               |               |               |               | \$42.97       | FLAT RATE     |
| FACILITIES TECHNICIAN              | \$40,639.20   | \$41,655.18   | \$42,671.16   | \$43,687.14   | \$44,703.12   | \$45,719.10   | \$46,735.08   | \$47,751.06   | \$48,767.04   | \$49,783.03   | \$50,799.01   |
| HEALTH EDUCATOR I                  | \$38,566.74   | \$39,530.91   | \$40,495.08   | \$41,459.25   | \$42,423.42   | \$43,387.59   | \$44,351.76   | \$45,315.92   | \$46,280.09   | \$47,244.26   | \$48,208.43   |
| HEALTH EDUCATOR II                 | \$48,136.81   | \$49,340.23   | \$50,543.65   | \$51,747.07   | \$52,950.49   | \$54,153.91   | \$55,357.33   | \$56,560.75   | \$57,764.17   | \$58,967.59   | \$60,171.01   |
| HEALTH PLANNER                     | \$48,137.56   | \$49,341.00   | \$50,544.44   | \$51,747.88   | \$52,951.32   | \$54,154.76   | \$55,358.20   | \$56,561.64   | \$57,765.08   | \$58,968.51   | \$60,171.95   |
| HOUSING INSPECTOR                  | \$40,790.89   | \$41,810.66   | \$42,830.43   | \$43,850.20   | \$44,869.98   | \$45,889.75   | \$46,909.52   | \$47,929.29   | \$48,949.07   | \$49,968.84   | \$50,988.61   |
| LIBRARIAN                          | \$41,858.44   | \$42,904.91   | \$43,951.37   | \$44,997.83   | \$46,044.29   | \$47,090.75   | \$48,137.21   | \$49,183.67   | \$50,230.13   | \$51,276.60   | \$52,323.06   |
| NUTRITIONIST I                     | \$42,288.30   | \$43,345.50   | \$44,402.71   | \$45,459.92   | \$46,517.13   | \$47,574.33   | \$48,631.54   | \$49,688.75   | \$50,745.96   | \$51,803.16   | \$52,860.37   |
| NUTRITIONIST II                    | \$47,986.62   | \$49,186.28   | \$50,385.95   | \$51,585.61   | \$52,785.28   | \$53,984.94   | \$55,184.61   | \$56,384.28   | \$57,583.94   | \$58,783.61   | \$59,983.27   |
| PARALEGAL                          | \$30,935.32   | \$31,708.70   | \$32,482.08   | \$33,255.46   | \$34,028.85   | \$34,802.23   | \$35,575.61   | \$36,349.00   | \$37,122.38   | \$37,895.76   | \$38,669.15   |
| PERSONAL PROPERTY TAX COLLECTOR    | \$38,747.59   | \$39,716.28   | \$40,684.97   | \$41,653.66   | \$42,622.35   | \$43,591.04   | \$44,559.73   | \$45,528.42   | \$46,497.11   | \$47,465.80   | \$48,434.49   |
| PSYCHOLOGIST                       | \$54,626.28   | \$55,991.94   | \$57,357.59   | \$58,723.25   | \$60,088.91   | \$61,454.56   | \$62,820.22   | \$64,185.88   | \$65,551.54   | \$66,917.19   | \$68,282.85   |
| REFEREE                            | \$63,450.16   | \$65,036.41   | \$66,622.67   | \$68,208.92   | \$69,795.18   | \$71,381.43   | \$72,967.68   | \$74,553.94   | \$76,140.19   | \$77,726.45   | \$79,312.70   |
| REFEREE/ATTORNEY                   | \$63,450.16   | \$65,036.41   | \$66,622.67   | \$68,208.92   | \$69,795.18   | \$71,381.43   | \$72,967.68   | \$74,553.94   | \$76,140.19   | \$77,726.45   | \$79,312.70   |
| REFEREE II                         | \$52,787.68   | \$54,107.38   | \$55,427.07   | \$56,746.76   | \$58,066.45   | \$59,386.14   | \$60,705.84   | \$62,025.53   | \$63,345.22   | \$64,664.91   | \$65,984.61   |
| RESEARCH ATTORNEY                  | \$49,525.75   | \$50,763.89   | \$52,002.04   | \$53,240.18   | \$54,478.32   | \$55,716.47   | \$56,954.61   | \$58,192.76   | \$59,430.90   | \$60,669.04   | \$61,907.19   |
| RESEARCH LIBRARIAN                 | \$41,858.44   | \$42,904.90   | \$43,951.37   | \$44,997.83   | \$46,044.29   | \$47,090.75   | \$48,137.21   | \$49,183.67   | \$50,230.13   | \$51,276.59   | \$52,323.06   |
| SETTLEMENT OFFICER                 | \$45,831.57   | \$46,977.36   | \$48,123.14   | \$49,268.93   | \$50,414.72   | \$51,560.51   | \$52,706.30   | \$53,852.09   | \$54,997.88   | \$56,143.67   | \$57,289.46   |
| SUPERVISOR OF RECORDS              | \$33,213.73   | \$34,044.08   | \$34,874.42   | \$35,704.76   | \$36,535.11   | \$37,365.45   | \$38,195.80   | \$39,026.14   | \$39,856.48   | \$40,686.83   | \$41,517.17   |
| VD INVESTIGATOR II                 | \$33,737.71   | \$34,581.16   | \$35,424.60   | \$36,268.04   | \$37,111.49   | \$37,954.93   | \$38,798.37   | \$39,641.82   | \$40,485.26   | \$41,328.70   | \$42,172.14   |
| W.I.C. DIETITIAN                   | \$37,204.40   | \$38,134.51   | \$39,064.62   | \$39,994.73   | \$40,924.84   | \$41,854.95   | \$42,785.06   | \$43,715.18   | \$44,645.29   | \$45,575.40   | \$46,505.51   |

## APPENDIX E

### Probate Court/Corporation Counsel Supplement to Master Agreement

The Parties agree that the following supplements shall be considered a part of the Master Agreement between the Parties:

1. Seniority: Departmental Seniority is defined as follows:
  - A. Departmental seniority for employees in the Departments set forth below in A.2. shall commence after an employee successfully completes his/her probationary period in the Department. Upon successful completion of the probationary period, the employee's seniority will be retroactive to date of full-time departmental employment. This departmental seniority will continue so long as the employee remains within the same department. Employees promoted or transferred to a different classification within the department will retain their departmental seniority date, after completion of a trial or probationary period.
    1. Departmental seniority will prevail for purposes of selection of annual leave and overtime preference, bumping rights, layoff and recall rights within the department, except where provided otherwise in this Agreement.
    2. Department shall be defined as follows:

Corporation Counsel = 1 Department  
Probate - Wills and Estates = 1 Department  
Probate - Mental = 1 Department
  - B. Date of entry into County employment less any time on leave of absence without pay will provide a seniority date that will prevail for purposes of accumulation and/or eligibility of the following: annual leave, sick leave, longevity, retirement and similar fringe benefits to which the Parties may agree. Leave of absence without pay will necessitate, except for military leave of absence, the adjustment of the date of entry into County employment date and the subsequent accumulation of benefits.
2. Promotions:

A promotion is the movement of an employee to a higher paid position covered by this Supplemental Agreement within his/her current Department. Promotions shall be based upon qualifications for the higher paid position, as those qualifications are determined by the Employer. If the qualifications are determined to be equal, full-time departmental seniority shall then be given first consideration.

Eligibility for the next increment adjustment, if any, will be attained after working thirteen (13) continuous, complete pay periods after the promotion takes effect.
3. Overtime:
  - A. Call-In: An employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one-half (1 1/2) and such employee shall perform a minimum of four (4) hours work within his/her classification. Any authorized paid leave, except sick leave, shall be considered as worktime for purposes of this Article.

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

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

D. Overtime Notification and Assignment Procedure:

1. Definition and Procedure:

a. Scheduled: a need to fill a vacancy on an overtime basis which is known to the employer more than three (3) hours before the time at which the vacancy is created.

Overtime opportunities as determined by Management, will be allocated on a rotation basis beginning with the eligible employee currently at the top of the regular employees' list. If refused, the overtime shall be offered to the next eligible employee on the list. If the overtime is not accepted by a regular employee, the same procedure will be followed with the substitute employees' overtime list.

b. Emergency: a need to fill a vacancy on an overtime basis which is not known to the employer at least three (3) hours prior to the time at which the vacancy is created.

The employer may take whatever steps are ultimately necessary to cover such overtime. Generally, the overtime will first be offered to employees working the previous shift in the unit where the overtime is needed. If no volunteers, then offer overtime to employees in other units. If more than one employee volunteers for a particular opportunity, the overtime shall be assigned to the employee nearest the top of the list established in C3 above.

c. Forced: a need to fill a vacancy on an overtime basis which remains after the Employer has attempted to fill the vacancy on a voluntary basis, requiring the assignment of mandatory overtime.

(1) The overtime will be assigned to the employee working the previous shift in the unit where the overtime is needed who has least recently been forced to work overtime.

(2) If there is more than one employee who has not yet been forced to work overtime, the least senior employee shall be forced.

(3) Substitute employees may not be forced to work overtime.

- (4) An employee will normally only be forced within the unit he/she regularly works. However, in an emergency situation, the employer may find it necessary to secure overtime help from other units. This will happen only when no other alternative exists.

E. General Conditions:

1. Employees will not work more than sixteen (16) consecutive hours.
2. In case of an emergency an employee may be required to work beyond his/her regular shift.
3. The Employer will attempt to notify the employee but is not required to make repeated efforts to contact an employee for specific overtime.
4. An employee must inform the Employer when an employee is unable to work overtime in the same manner he/she would inform the Employer when unable to work a regularly scheduled shift. Disciplinary action may result when an employee fails to work assigned overtime.
5. The above method of assignment of overtime in no way changes, diminishes or modifies the Employer's right to manage its work force.

4. Annual Leave (Vacation):

The Employer shall make available annual leave schedules and request employees to turn in their annual leave preferences by April 1st of each year during the term of the Agreement, and annual leaves shall be scheduled in accordance with seniority on each shift, with the most senior employee on each shift having the first preference on annual leaves, all in keeping with the needs of the Department and shift staffing requirements.

A. All requests must be submitted in writing before April 1<sup>st</sup> to be considered.

B. Primary Annual Leave Requests will receive first consideration.

A primary annual leave is an annual leave of five (5) or more days being deducted from the annual leave bank and/or holiday bank.

C. Only after all annual leave requests for five (5) or more days have been considered on a shift shall requests for four (4) or less days be considered.

These requests shall also be considered on the basis of seniority by shift, all in keeping with the needs of the department and shift staff requirements and also the availability of time slots, noting that primary annual leave requests have priority over four (4) days or less.

Requests for annual leave time received after April 1st of each year shall be honored in the order received, subject to availability of requested dates, as determined by the Department staffing needs, without regard to seniority. The annual leave schedule, as prepared in conformance with this Section, shall be made available for examination, as soon after April 1st as possible, and in no case later than May 1, and shall be updated on a continual basis.

5. Workers' Compensation: An employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the Employer, which bodily injury totally incapacitates such employee from performing any available employment, shall be entitled to disability compensation upon the following basis and subject to the following provisions:
- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
  - B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
  - C. Any employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing relating to such injury with his/her Department Head on the day such injury occurs, or, if physically unable to do so because of the nature of such injury, then a physician's report in writing relating to such injury shall be filed with such Department Head within one week from the date of injury. The report shall be made upon the form furnished by the County of Macomb.
  - D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
  - E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
  - F. The Employer shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 9, Employee Defined. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
  - G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty and perform the essential functions of the job with or without accommodation.
  - H. Disability compensation shall be made to an employee in the following manner and upon the following basis:
    - 1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.

2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the Employer shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such Employer supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The Employer's 2/3rds pay 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 (H.1 and H.2) exceed 104 weeks.
  3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the Employer. The Employer will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 22, Retirement System and the Macomb County Employees' Retirement Ordinance.
  4. Any Sick or Annual Leave earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.
6. Longevity: The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those Full-time County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.
- A. All eligible Full-time employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
  - B. The basis of longevity compensation is as follows:
    1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
    2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Longevity Policy.
    3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or Leave of Absence Without Pay authorized by the Department Head or his/her designee and approved by the Human Resources Director; provided such approved Leave of Absence Without Pay shall not be considered in the computation of years of service for longevity compensation.

4. The following schedule shall be used as a basis for longevity payments, paid to such employees as of October 31st, provided said employees qualify as to length of service, as per Paragraph B.1. of this Article:

| <u>STEP</u> | <u>CONTINUOUS YEARS SERVICE<br/>ON OR BEFORE OCTOBER 31ST<br/>OF EACH YEAR</u> | <u>AMOUNT</u> |
|-------------|--|---------------|
| 1           | 5 through 9  | \$ 360        |
| 2           | 10 through 14  | \$ 720        |
| 3           | 15 through 19  | \$1,080       |
| 4           | 20 through 24  | \$1,440       |
| 5           | 25 and thereafter  | \$1,800       |

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



G. DROP Participants: At the time an employee elect to participate in the DROP Program he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section C, above. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section F, above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section B.4, above).

7. Holiday Benefits:

An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused 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 scheduled day before and/or the scheduled day after a holiday and/or the holiday, if scheduled, shall result in the denial of holiday pay. Excuse shall be by medical certificate and/or Department Head approval. In order for an employee to avoid loss of pay, said employee, shall provide a medical certificate within five (5) working days. This provision shall not apply to employees on an approved leave of absence.

8. DEPARTMENTS AND CLASSIFICATIONS:

| <u>DEPARTMENT</u>               | <u>CLASSIFICATION</u>                               |
|---------------------------------|---|
| Corporation Counsel             | * Clerical  |
| Probate Court Mental Division   | * Clerical<br>Court Officer/Conveyor/Process Server |
| Probate Court Wills and Estates | * Clerical<br>Court Officer/Conveyor/Process Server |

\*Clerical May Include:

|                        |                    |
|------------------------|--------------------|
| Account Clerk I        | Mediation Clerk IV |
| Account Clerk II       | Secretary          |
| Account Clerk III      | Senior Secretary   |
| Account Clerk IV       | Typist Clerk I     |
| Cashier                | Typist Clerk II    |
| Data Maintenance Clerk | Typist Clerk III   |
| Legal Secretary        | Typist Clerk IV    |

9. REPRESENTATIVES:

| <u>BARGAINING UNIT</u>            | <u>UNIT CHAIR</u> | <u>STEWARDS</u> |
|-----------------------------------|-------------------|-----------------|
| Probate Court/Corporation Counsel | 1                 | 1               |
| [One (1) steward]                 |                   |                 |

**UAW LOCAL 889 - PROBATE COURT / CORPORATION COUNSEL  
WAGE AND INCREMENT SCHEDULE  
EFFECTIVE: JANUARY 1, 2011 – DECEMBER 31, 2011**

| <b>CLASSIFICATION</b>                    | <b>MINIMUM</b> | <b>6</b>     | <b>12</b>    | <b>18</b>    | <b>24</b>    | <b>30</b>    | <b>36</b>    | <b>42</b>    | <b>48</b>    | <b>MAXIMUM</b> |
|--|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|
|  |                | <b>MONTH</b> | <b>MONTH</b> | <b>MONTH</b> | <b>MONTH</b> | <b>MONTH</b> | <b>MONTH</b> | <b>MONTH</b> | <b>MONTH</b> |                |
| <b>PROBATE COURT</b>                     |                |              |              |              |              |              |              |              |              |                |
| ACCOUNT CLERK I                          | \$26,399.73    | \$27,154.00  | \$27,908.28  | \$28,662.56  | \$29,416.84  | \$30,171.12  |              |              |              | \$30,171.12    |
| ACCOUNT CLERK II                         | \$27,715.16    | \$28,507.03  | \$29,298.89  | \$30,090.75  | \$30,882.61  | \$31,674.47  |              |              |              | \$31,674.47    |
| ACCOUNT CLERK III                        | \$30,549.10    | \$31,421.93  | \$32,294.76  | \$33,167.59  | \$34,040.43  | \$34,913.26  |              |              |              | \$34,913.26    |
| ACCOUNT CLERK IV                         | \$31,158.13    | \$32,074.54  | \$32,990.96  | \$33,907.37  | \$34,823.79  | \$35,740.20  | \$36,656.62  |              |              | \$36,656.62    |
| CASHIER                                  | \$30,549.10    | \$31,421.93  | \$32,294.76  | \$33,167.59  | \$34,040.43  | \$34,913.26  |              |              |              | \$34,913.26    |
| COURT OFFICER/CONVEYOR/PROCESS<br>SERVER | \$29,740.57    | \$30,615.29  | \$31,490.01  | \$32,364.73  | \$33,239.46  | \$34,114.18  | \$34,988.90  |              |              | \$34,988.90    |
| DATA MAINTENANCE CLERK                   | \$30,104.08    | \$30,989.49  | \$31,874.91  | \$32,760.32  | \$33,645.74  | \$34,531.15  | \$35,416.56  |              |              | \$35,416.56    |
| MEDIATION CLERK IV                       | \$30,835.83    | \$31,742.77  | \$32,649.71  | \$33,556.64  | \$34,463.58  | \$35,370.51  | \$36,277.45  |              |              | \$36,277.45    |
| SECRETARY                                | \$31,158.13    | \$32,074.54  | \$32,990.96  | \$33,907.37  | \$34,823.79  | \$35,740.20  | \$36,656.62  |              |              | \$36,656.62    |
| TYPIST CLERK I                           | \$26,315.80    | \$27,067.68  | \$27,819.56  | \$28,571.44  | \$29,323.32  | \$30,075.20  |              |              |              | \$30,075.20    |
| TYPIST CLERK II                          | \$27,207.51    | \$27,984.87  | \$28,762.23  | \$29,539.59  | \$30,316.95  | \$31,094.30  |              |              |              | \$31,094.30    |
| TYPIST CLERK III                         | \$29,097.15    | \$29,928.50  | \$30,759.84  | \$31,591.19  | \$32,422.54  | \$33,253.89  |              |              |              | \$33,253.89    |
| TYPIST CLERK IV                          | \$30,549.10    | \$31,421.93  | \$32,294.76  | \$33,167.59  | \$34,040.43  | \$34,913.26  |              |              |              | \$34,913.26    |
| <b>CORPORATION COUNSEL</b>               |                |              |              |              |              |              |              |              |              |                |
| LEGAL SECRETARY                          | \$39,137.66    | \$40,360.70  | \$41,583.75  | \$42,806.82  | \$44,029.86  | \$45,252.92  | \$46,475.96  | \$47,699.03  | \$48,922.07  | \$48,922.07    |
| SENIOR SECRETARY                         | \$34,164.11    | \$35,199.38  | \$36,234.66  | \$37,269.94  | \$38,305.21  | \$39,340.49  | \$40,375.76  | \$41,411.04  |              | \$41,411.04    |

**Appendix F - Insurance Benefits Plan Design for Employees Subject to Appendix B, C & D**

# Community Blue<sup>SM</sup> 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.

|   |   |   |
|---|---|---|
| <b>Deductible</b>   | \$250 for one member, \$500 for the family per calendar year<br><b>Note: Deductible waived if service is performed in a PPO physician’s office.</b>   | \$500 for one member, \$1,000 for the family per calendar year<br><b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible. |
| <b>Copays</b>   |   |   |
| • Fixed dollar copays   | \$20 for office visits and \$100 for emergency room visits  | \$100 for emergency room visits   |
| • Percent copays  | 10% for general services, <b>waived if service is performed in a PPO physician’s office</b> , and 50% for mental health care, substance abuse treatment and private duty nursing  | 20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing   |
| <b>Copay dollar maximums</b>  |   |   |
| • Fixed dollar copays   | None  | None  |
| • Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays                                 | <b>\$1,000 for one member, \$2,000 for two or more members per calendar year</b>  | \$2,000 for one member, \$4,000 for two or more members per calendar year<br><b>Note:</b> Out-of-network copays also apply toward the in-network maximum.     |
| <b>Dollar maximums</b>  | \$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted for individual services  |   |
| <b>Preventive care services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year</b> |   |   |
| 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%*<br>• 6 visits, birth through 12 months<br>• 6 visits, 13 months through 23 months<br>• 2 visits, 24 months through 35 months<br>• 2 visits, 36 months through 47 months<br>• 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   |
| <b>Mammography</b>  |   |   |
| Mammography screening   | <b>Covered – 90% after deductible</b>   | 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<br><b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> 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 <b>only</b> |
|   | Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services |  |
| Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)  | Covered – 90% after deductible   | Covered – 80% after deductible                 |
| Specified oncology clinical trials  | Covered – 90% after deductible   | Covered – 80% after deductible                 |
| Kidney, cornea and skin   | Covered – 90% after deductible   | Covered – 80% after deductible                 |

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**In-network**

**Out-of-network**

**Mental health care and substance abuse treatment**

|  |   |  |
|--|---|--|
| Inpatient mental health care   | Covered – 50% after deductible                          | Covered – 50% after deductible<br>Unlimited days   |
| Inpatient substance abuse treatment  | Covered – 50% after deductible                          | Covered – 50% after deductible<br>Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum |
| Outpatient mental health care<br>• Facility and clinic<br>• 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 <b>combined</b> 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                                  |
| <b>Preventive care services</b> – *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   |

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

**Appendix F - Insurance Benefits Plan Design for Employees Subject to Appendix B, C & D**

**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 |

**Appendix G - Insurance Benefits Plan Design for Employees Subject to Appendix E**

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

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



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

**In-network**

**Out-of-network**

**Deductible, copays and dollar maximums**

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

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

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

|  |   |             |
|--|---|-------------|
| Health maintenance exam – includes chest x-ray, EKG and select lab procedures  | Covered – 100%*, one per calendar year  | Not covered |
| Gynecological exam   | Covered – 100%*, one per calendar year  | Not covered |
| Pap smear screening – laboratory and pathology services  | Covered – 100%*, one per calendar year  | Not covered |
| Well-baby and child care   | Covered – 100%*<br>• 6 visits, birth through 12 months<br>• 6 visits, 13 months through 23 months<br>• 2 visits, 24 months through 35 months<br>• 2 visits, 36 months through 47 months<br>• 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                      | <b>Covered – 80% after deductible</b> | Covered – 60% after deductible |
| One per calendar year, no age restrictions |                                       |                                |

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



**In-network**

**Out-of-network**

**Physician office services**

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

**Emergency medical care**

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

**Diagnostic services**

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

**Maternity services provided by a physician**

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

**Hospital care**

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

**Alternatives to hospital care**

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

**Surgical services**

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

**Human organ transplants**

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

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





**In-network**

**Out-of-network**

**Mental health care and substance abuse treatment**

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

**Other covered services**

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

**Optional riders**

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

**Appendix G - Insurance Benefits Plan Design for Employees Subject to Appendix E**

**County of Macomb Plan Option - HAP**

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

**County of Macomb Plan Option - BCN**

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

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**UAW Local 889**

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 889**

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 889**

**RE: PANEL OF ARBITRATORS**

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

1. Patrick McDonald
2. Howard Cole
3. Ildiko Knott
4. Elliot Beitner
5. Barry Brown

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING**

**between**

**THE COUNTY OF MACOMB**

**and**

**UAW LOCAL 889**

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 889  
REPRESENTING CERTAIN EMPLOYEES AT ANIMAL CONTROL; MCCSA; SPECIALIZED  
OFFICES; AND PROBATE COURT/CORPORATION COUNSEL**

- A. Background: The UAW Local 889 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 889. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005), effective January 1, 2006, an employee of Macomb County who is a member of the UAW Local 889, 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 889 shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

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

- B. Eligibility: (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005), effective January 1, 2006, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the UAW Local 889 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 889 and the County of Macomb, employees who are represented by the UAW Local 889 and who qualify for DROP participation may file the appropriate application forms with an effective DROP date no sooner than (Expressly contingent upon ratification by the Full Board of Commissioners on December 7, 2005) January 1, 2006.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

After the effective date of an employee's participation in the DROP, the employee's annual leave and sick leave shall be determined as set forth in the collective bargaining agreement between the UAW Local 889 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 889, on behalf of certain employees at Animal Control; MCCSA; Specialized Offices; and Probate Court/Corporation Counsel 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: \_\_\_\_\_