

TA  
9/23/16  
9/23/16  
9-23-16  
9-23-16  
9/23/16  
9-23-16

TA  
9-23-16

AFSCME Local 411  
Employer Proposal  
September 23, 2016

The Employer and AFSCME Local 411 agree that this is a package proposal to be accepted and ratified in its entirety.

The Employer and Union reserve the right to revert to its prior proposals if the Agreement is not ratified.

1. Wages and Duration – As proposed by the Employer on September 23, 2016
2. Insurance Benefits – As proposed by the Employer on September 23, 2016
3. Retirement System - As proposed by the Employer on September 23, 2016
4. Paid Time Off- As proposed by the Employer on September 23, 2016
5. LOA – Effective Date of Changes – As proposed by the Employer on September 23, 2016
6. Leave of Absence – As proposed by the Employer on September 13, 2016
7. Longevity – As proposed by the Employer on September 23, 2016
8. Sick Leave – As proposed by the Employer on September 23, 2016
9. LOA DROP References - As proposed by the Employer on July 27, 2016
10. LOA Panel of Arbitrators – As proposed by the Employer on May 11, 2016
11. Job Openings - As proposed by the Employer on September 23, 2016
12. Appendix C- 42<sup>nd</sup> District Court – As proposed by the Employer on September 23, 2016
13. Letter of Agreement on study regarding DROP interest accrual

10. LOA Panel of Arbitrators – As proposed by the Employer on May 11, 2016

11. Job Openings - As proposed by the Employer on September 23, 2016

12. Appendix C- 42<sup>nd</sup> District Court – As proposed by the Employer on September 23, 2016

13. Letter of Agreement on study regarding DROP interest accrual

DC  
9/23/16

DM  
9/23/16

MS  
9-23-16

VA  
9-23-16

MA6  
9/23/16

VA  
S  
9-23-16

**DURATION & WAGES**

Duration:

January 1, 2017 through December 31, 2019

Wages:

January 1, 2017                      1%

If the Labor Agreement is ratified by the Union and the Employer prior to November 15, 2016, a lump sum payment of \$2,100.00 will be paid to each full time employee, including DROP participants, and a \$500.00 lump sum payment will be paid to each part time employee. Lump sum payments will be paid the second paycheck in December 2016.

January 1, 2018                      1%

A lump sum payment of \$1,000.00 will be paid to each full time employee, including DROP participants, and a \$500.00 lump sum payment will be paid to each part time employee. Lump sum payments will be paid the second paycheck in December 2017.

January 1, 2019                      1% and Wage Reopener on Classification & Compensation Study

AFSCME Local 411  
Employer Proposal  
September 23, 2016

ARTICLE

INSURANCE BENEFITS

A. Life Insurance:

1. Full-time Employees (including DROP Participants):

- a. ~~Effective as soon as administratively possible after ratification,~~ The life insurance benefit provided by the Employer shall be \$50,000.

The Employer will provide a payroll deduction option for employees wishing to purchase additional \$25,000 increments of life insurance to a maximum of \$375,000. Rates and conditions shall be those established by the insurance carrier.

- b. Waiting Period: Employees who are eligible for the life insurance benefit will be covered on the first day of the month following thirty (30) ~~sixty (60)~~ days of continuous employment.

2. Retirees: The Employer will provide a life insurance benefit, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire and are eligible for and receive a retirement allowance under the Macomb County Employees' Retirement Ordinance. Employees hired on or after January 1, 2016 will not be eligible for this life insurance benefit.

B. Insurance Benefits:

1. Only full-time employees (including DROP participants) and their eligible dependents will be eligible for Macomb County's Insurance Benefits which includes medical, prescription drug, dental and vision plans.

2. Dependent Eligibility:

Full-time employees (including DROP participants) may elect to cover their current spouse on Macomb County's medical, prescription drug, dental and vision plans.

Full-time employees (including DROP participants) may elect to cover their eligible children up to the age of 26 on Macomb County's medical, prescription drug, dental and vision plans. ~~Necessary~~ Supporting documentation must be provided to the Human Resources and Labor Relations Department as necessary.

3. Waiting Period: Full-time employees and their eligible dependents will be covered on the first day of the month following thirty (30) ~~sixty (60)~~ days of continuous employment for Macomb County's, medical prescription drug, dental and vision plans.

4. Laid Off Employees: Any regular full-time employee laid off and subsequently recalled, will be eligible for Macomb County's medical, prescription drug, dental and vision plans as soon as administratively possible after the date of his/her return to work.

C. The Employer shall provide two medical plan options: a Preferred Provider Organization (PPO) and an Health Maintenance Organization (HMO) to all regular eligible full-time employees and their eligible dependents including prescription drug coverage, as outlined in Appendix \_\_, **Active** Employee Benefits or its substantial equivalence. **Full-time employees shall be required to comply with PA 152. Prior to the implementation of any deductions, the Employer will meet and confer on design, plan, or carrier changes to comply with PA 152.**

1. ~~As soon as administratively possible after ratification,~~ Full-time employees who hire into the County after January 1, 2012 will have an additional monthly employee premium contribution of \$100-2 person contract or \$150-family contract.
2. Full-time employees who have a current spouse who is also employed full-time by Macomb County will be entitled to only one (1) medical, prescription drug, dental and vision plan for both employee and all eligible dependents. Such employee shall not be eligible for the insurance waiver.
3. ~~As soon as administratively possible after ratification,~~ Full-time employees who elect not to participate in Macomb County's medical and prescription drug plans and who has coverage elsewhere shall receive a monthly insurance waiver payment of \$167.00. The insurance waiver will be paid in the employee's regular paycheck.
  - a. Full-time employees shall **establish proof** ~~be required to show proof~~ annually of their eligibility to receive the insurance waiver.
  - b. Full-time employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Macomb County's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

D. 1. Retirees: Full-time employees hired before January 1, 2006, the Employer will provide a fully paid medical and prescription drug plan to the employee and the employee's **eligible** spouse, **as defined in D.1.a.** 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.

Full-time employees hired on or after January 1, 2006, the Employer will provide a fully paid medical and prescription drug plan to the employee and the employee's **eligible** spouse, **as defined in D.1.a.** 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.

- a. Coverage shall be limited to the ~~current~~ spouse of the retiree, at the time of retirement or DROP.
  - b. 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.
2. Full-time employees hired ~~into the County~~ on or after January 1, 2012 will not be eligible for Macomb County's medical, prescription drug, dental and vision plans for the employee's spouse in retirement. ~~Employees in this category will be provided the option of paying for 100% fully insured spousal HMO medical and prescription drug coverage under the County group health plan. There shall be no contribution by the Employer for this option.~~

~~insured spousal HMO medical and prescription drug coverage under the County group health plan. There shall be no contribution by the Employer for this option.~~

3. All employees who retire or DROP after November 1, 2013, regardless of their date of hire, will have the same medical and prescription drug plan as outlined in Appendix X Post November 1, 2013 Retirees, only in retirement as active employees, including any future negotiated changes, until they are Medicare eligible, subject to the limitations and provisions of spouse coverage in D.2. and D.4. of this Article, above. This provision does not apply to employees who retire or DROP prior to November 1, 2013.

At the time of retirement, an active employee contributing to health care will continue to contribute in retirement. ~~including any future negotiated changes to the contribution.~~  
At the time of retirement, an active employee not contributing to health care will not contribute in retirement.

4. Full-time employees hired into the County on or after January 1, 2016 will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage and life insurance.
5. Retired employees and/or their eligible current spouse as defined in D.1.a., 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 that time the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with Medicare. 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 eligible current spouse as defined in D.1.a.
6. ~~As soon as administratively possible after ratification,~~ Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance who subsequently are employed on a full-time basis where the subsequent employer offers a medical and prescription drug plan, shall not be eligible for Employer provided medical and prescription drug benefits during such period of full-time employment.
7. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and eligible current spouse as defined in D.1.a., 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.
8. ~~As soon as administratively possible after ratification,~~ Retirees who are eligible for Macomb County's medical and prescription drug plan and elect not to participate and who has coverage provided elsewhere, shall receive a monthly insurance waiver payment of \$167.00. The insurance waiver will be paid in the retiree's regular retirement check.
  - a. Retirees shall establish proof ~~be required to show proof~~ annually of their eligibility to receive the insurance waiver.
  - b. Retirees participating in the insurance waiver who lose coverage shall be allowed to enroll in Macomb County's medical and prescription drug plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

E. Dental Plan:

The Employer shall provide **a dental plan to full-time employees (including DROP Participants) and their eligible dependents as outlined in Appendix X, Active Employees Dental Benefits covered by this Agreement, and their dependents a fully paid 75/25 Class I, 50/50 Class II, maximum \$1,000.00 per year, per person, Delta Dental Plan, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are a claimable dependent.**

F. Vision Plan:

The Employer shall provide **a vision plan to full-time employees (including DROP Participants) and their eligible dependents as outlined in Appendix X, Active Employees Vision Benefits covered by this Agreement and their dependents a fully paid Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.**

G. 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.

H. 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.

I. **The County shall provide, at its discretion, a Voluntary Benefit Program to include, but not limited to, supplemental life insurance, pet insurance, critical care insurance, short term disability and legal services. The Employer will provide a payroll deduction for employees (including DROP participants) wishing to purchase these voluntary benefits.**

~~I. Short Term Disability: The Employer will provide a payroll deduction option for employees (including DROP Participants) wishing to purchase insurance products and programs that may be provided by the Union or a Union sponsored vendor.~~

~~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 insurance products and/or programs, 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.~~

J. ~~Effective as soon as administratively possible after ratification,~~ **Part-time** employees shall not be eligible for Macomb County's medical, prescription drug, dental and vision plans, **life insurance, Voluntary Benefit Program and long term disability** during employment and/or upon retirement.

K. A Health Care Task Force Committee will be established, consisting of representatives from the Employer and the Union **for the purposes outlined below:**

- a. To receive and review information pertaining to the Employer's Request for Proposals (RFP) for medical, prescription drug, dental and vision plans.
- b. To meet and discuss medical, prescription drug, dental and vision plans, prior to the Employer's implementation of substantially equivalent changes.

ARTICLE

RETIREMENT SYSTEM

- A. Retirement Benefits: The Employer shall continue the benefits as provided by the presently constituted Macomb County Employee's Retirement Ordinance, and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employee.
- B. Full-time employees hired into the County prior to January 1, 2016:
1. Employee Contribution: For any employee hired on or before December 31, 2001, or who is vested as of DATE, 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.
  2. County Pension Maximum: For any employee hired on or before December 31, 2001, or who is vested as of DATE, the County pension shall not exceed sixty-five percent (65%) of annual 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.
  3. Pension Multiplier: For any employee hired on or before December 31, 2001, or who is vested as of DATE, 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 credited service.
  4. Final Average Compensation Formula: For any employee hired on or before December 31, 2001, or who is vested as of DATE, 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.
  5. Pension Calculation: For any employee hired on or before December 31, 2001, or who is vested as of DATE, 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 credited service and one percent (1%) for each year of credited 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 **credited** service.

6. **Eligibility:**

a. **For employees** Any member hired on or before December 31, 2001, or who is vested as of DATE, 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.

b. 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 **credited actual** service; or
2. Attained the age of 55 with 25 years of **credited actual** service.

c. For employees hired into the County on or after January 1, 2012, 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 15 or more years of **credited actual** service; or
2. Attained the age of 55 with 25 years of **credited actual** service.

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

7. **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.

8. **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.

9. **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.~~

10. 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 **the** Ordinance.
11. 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.
12. Deferred Retirement Allowance Option: In the event a vested bargaining unit member, 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 Employee's 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.

13. Non-Duty Death Before Retirement, Beneficiary Nominated: Any bargaining unit member who is vested may at any time prior to the effective date of his/her retirement elect Option A provided in ~~Section 26~~ of the Macomb County Employees' Retirement System Ordinance in the same manner as if he/she 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/her support due to lack of financial means. Prior to the effective date of his/**her** retirement a member may revoke his/her said election of Option A and nomination of beneficiary and he/she 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/her 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/her death, notwithstanding that he/she might not have attained age 60 years. If a member has an Option A election in force at the time of his retirement his/her said election of Option A and nomination of beneficiary shall thereafter continue in force; provided, that prior to the effective date of his/her retirement, he/she shall have the right to elect to receive his/her 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/her death.

14. Non-Duty Death Retirement Allowance, Automatic Provisions: Any vested bargaining unit member who continues County employment 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.
15. 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.
  - a. Any employee **must be** not vested by December 31, 2012 ~~to will not~~ be eligible for the DROP program.

C. Full-time employees hired into the County on or after January 1, 2016:

1. Will be eligible to receive a one-time fixed payment of \$1000 from the Macomb County Employees' Retirement System. This payment will be made to an employee **after separation from** who separates employment and **who** meets the Employer contribution vesting requirements as outlined in Section C.5 **and after the completion of five (5) years of service.**
2. Will not be eligible for or participate in the Macomb County Employees' Retirement System for any other benefit, including DROP, other than for the fixed payment as outlined in Section C.1.
3. Will participate in a Defined Contribution Retirement Plan. Employees shall contribute 3% of his/her base pay and the Employer shall contribute 6% of the employee's base pay. **Upon the completion of 5 years of actual service with the Employer, employees shall be eligible to elect to increase his/her contribution from 3% to 4% of his/her base pay. If such election is made by the employee, the Employer shall increase its contribution from 6% to 8% of the employee's base pay.**
4. Will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage **and life insurance**. The eligible employee, however, shall receive \$100 per pay period, deposited **by the County**, into the Defined Contribution Retirement Plan, not to exceed \$2600 per year.
5. Employees shall **have the following schedule as it relates to vesting for the Employer contributions:** ~~be 100% vested in their contributions from date of hire. Employees shall be 100% vested in the Employer contributions after five (5) years of actual service with the Employer.~~

Completion of 1 year of service

20%

Completion of 2 years of service	40%
Completion of 3 years of service	60%
Completion of 4 years of service	80%
Completion of 5 years of service	100%

ARTICLE

PAID TIME OFF (PTO)

- A. The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that shall be used for such employee needs as vacation, personal business and other activities, without disrupting the operations of the department. Paid Time Off (PTO) shall also be used for employee absences incurred from inclement weather.
- B. As soon as administratively possible after ratification, full time employees, except for participants in the Deferred Retirement Option Program (**DROP**), shall be entitled to accrue Paid Time Off (PTO) according to the following schedule. **DROP participants shall receive Paid Time Off (PTO) in the manner outlined in section H. of this article.**

<u>YEARS OF CONSECUTIVE SERVICE COMPLETED:</u>	<u>ANNUAL EQUIVALENT OF:</u>
less than 5	<b><u>15</u></b> 13 days
5	<b><u>20</u></b> 18 days
10	<b><u>21</u></b> 20 days
13	<b><u>24</u></b> 23 days
20	<b><u>25</u></b> 24 days
21	<b><u>26</u></b> 25 days
22	<b><u>27</u></b> 26 days
23	<b><u>28</u></b> 27 days
24	<b><u>29</u></b> 28 days
<b><u>25</u></b>	<b><u>30</u></b> days

- C. Paid Time Off days may be accumulated to a maximum of thirty (30) work days.
- D. ~~Accrued Paid Time Off shall not be available for use until the employee has completed six (6) months of service from date of hire.~~ **use upon accrual.**

Full-time employees, except for participants in the Deferred Retirement Option Program (DROP), shall be entitled to accumulate Paid Time Off as above for each fully paid two (2) week pay period of service. Paid Time Off shall accumulate only on hours paid.

- E. Paid Time Off requests shall be reviewed by the Department Head/designee, and must have their approval. Such approval shall be at the Department Head/designee's discretion to ensure efficient operations.
- F. ~~Effective in 2015,~~ Full time employees, including participants in the Deferred Retirement Option Program (DROP), may request Paid Time Off conversion to cash payment of up to forty (40) hours per **conversion, maximum of eighty (80) hours per** year. Employees requesting Paid Time Off conversion must have a minimum of one hundred twenty (120) hours of Paid Time Off to be eligible for the conversion. The requested Paid Time Off conversion(**s**) must be submitted by **February 1**

**with the cash payment to be made in March and** August 1 with the cash payment to be made in September in a regular paycheck with normal deductions.

- G. Upon termination of employment, an employee who has completed six (6) months of service shall be compensated for his/her Paid Time Off at the rate of pay said employee received at the time of termination.
- ~~H. County of Macomb employees who have been in the Armed Services of the United States under military duty from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military duty, be given a Paid Time Off at the rate of one (1) day for each month or part thereof spent in the Armed Service, not to exceed two (2) weeks in any single year or an accumulated total of twenty four (24) days.~~
- HI.** PAID TIME OFF 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 \_\_\_ above, and shall receive Paid Time Off in the following manner:
1. DROP participants shall receive, on January 1<sup>st</sup> of each year of DROP participation, a number of hours of Paid Time Off equal to the number of hours of Paid Time Off in Section B. based upon the years of service at the commencement of DROP participation.
  2. Employees whose DROP participation begins at a time of year other than January 1<sup>st</sup>, shall receive a pro-rata share of Paid Time Off for the balance of the calendar year computed in the same manner as paragraph **H.1., I.1.,** above.
  3. Paid Time Off not utilized by an employee by December 31<sup>st</sup> of a calendar year shall be forfeited.
  4. There shall be no compensation for Paid Time Off remaining in an employee's Paid Time Off upon separation from employment.
  5. DROP participants who utilize Paid Time Off 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 Paid Time Off 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.

To Union 9/23/16

AFSCME  
Employer Proposal  
September 23, 2016

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**UNION**

**RE: EFFECTIVE DATE OF CONTRACTUAL CHANGES**

If the Labor Agreement is ratified by the Union and the Employer prior to November 15, 2016, the accumulation rate change in the Paid Time Off article will be reflected on the January 20, 2017 paycheck.

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

23

ARTICLE

LEAVE OF ABSENCE

A. Full-time employees are eligible and may request a leave of absence in writing for any of the following reasons:

1. Personal Leave
2. Medical Leave for Employee and/or Family
3. Military

B. Provisions:

1. Personal Leave:

- a. An employee may be eligible for a Personal Leave upon completion of 12 months of service from their date of hire.
- b. An employee absent from work for more than 15 consecutive working days shall be required to apply for and submit a request for Personal Leave in writing using forms required by Human Resources and Labor Relations.
- c. All requests for a Personal Leave must be submitted at least thirty (30) days prior to the effective date of the Personal Leave.
- d. While on an approved Personal Leave, an employee must exhaust compensatory time and annual leave **paid** time **off**.
- e. An approved Personal Leave shall not exceed 6 months.
- f. An employee approved for a Personal Leave shall not accrue ~~retirement service credited~~ **service for retirement** benefits during the time which the employee is on said Personal Leave without pay.
- g. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in Article \_\_, Insurance Benefits.
- h. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Personal Leave.
- i. An employee that fails to report for duty upon expiration of a Personal Leave shall be subject to loss of seniority as outlined in Article \_\_, Seniority and termination of employment.

2. Medical Leave for Employee and/or Family:

- a. An employee may be eligible for a Medical Leave upon completion of 6 12 months of service from their date of hire.



- b. An eligible employee who is unable to work due to his/her own medical condition caused by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.
- c. A family member shall be defined as parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchild. It shall also include any person who is normally a member of the employee's household.
- d. An employee absent from work for more than 5 consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources and Labor Relations.
- e. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head or designee at least thirty (30) days prior to the effective date of the Medical Leave.
- f. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
- g. Medical certification must be received in the Human Resources and Labor Relations Department within 15 days from the employee's last day worked.
- h. While on an approved Medical Leave, an employee must exhaust compensatory time and Sick Leave time.
- i. Medical Leaves are approved for a period of no more than 6 months. Medical Leave requested beyond 6 months, may be approved for an extension, but not to exceed an aggregate total of no more than 12 months.
- j. Medical Leave extension requests must be submitted in writing at least 5 working days prior to the expiration of the current approved Medical Leave.
- k. An employee on an approved unpaid Medical Leave shall not accrue ~~retirement service~~ **credited service for retirement** benefits during the time which the employee is on said Medical Leave without pay.
- l. While on an unpaid Medical Leave, benefits will be cancelled at the end of the month following six (6) months of unpaid status. Upon the return from the unpaid Medical Leave, benefits will be reinstated in accordance with the waiting periods as outlined in Article \_\_, Insurance Benefits.
- m. 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 Medical Leave and/or Medical Leave extension at the Employer's expense.
- n. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Medical Leave.
- o. In order to return from a Medical Leave, the employee must have the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, a medical examination may be conducted at the Employer's expense.
- p. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of

seniority as outlined in Article \_\_, Seniority and termination of employment.

3. Military:

- a. The Employer complies with 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 **Elected Official**/Department Head or designee of the upcoming military service requirements.
- b. 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 **as determined by Human Resources and Labor Relations.** ~~and/or current policy as approved by the Office of County Executive.~~ **Employees absent under USERRA should provide the County with a copy of his/her military orders.**
- c. **Any employee on an approved USERRA Military Leave of Absence shall be eligible for the following benefits during his/her Military Leave of Absence: supplemental pay, medical, prescription drug, dental and vision benefits, life insurance, Retirement eligibility, Sick Leave, Paid Time Off (PTO) and Longevity as determined by Human Resources and Labor Relations.**

4. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leaves will run concurrent with any FMLA eligible Leave.

ARTICLE

LONGEVITY

The Parties recognize employees who have a record of long continued employment and service with the County of Macomb and value the experience gained through such length of service.

A. The basis of longevity compensation is as follows:

1. Eligibility of a full-time employee shall commence when such employee shall have completed fifteen (15) full years of continuous **full-time** employment on or before October 31st of any year.
2. Continuous employment shall not be considered interrupted when absences arise as paid vacations, paid Sick Leave, **approved Leave of Absence and** paid Worker's Compensation period not to exceed one year, ~~or Leave of Absence Without Pay authorized by the Department Head or his/her designee and approved by the Director, Human Resources and Labor Relations;~~ provided such approved Leave of Absence Without Pay shall not be considered in the computation of years of service for longevity compensation.
3. 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 A.1 of this Article, as follows:

<u>STEP</u>	<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR</u>	<u>AMOUNT</u>
1	15 through 19	\$600
2	20 through 24	\$800
3	25 and thereafter	\$1,000

~~B. 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 B1, 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.~~

- ~~C. 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 **three (3) months** ninety (90) days after release from service with a branch of the U.S. Armed Forces.~~
- ~~**B**D. 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.~~
- ~~**C**E. 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.** Employees leaving the employ of the County by reason of retirement and receiving benefits under the Macomb County Employees' Retirement Ordinance, or by reason of death from any cause shall be entitled to and receive a longevity payment upon a pro-rated basis for that portion of the year employed.~~
- ~~**E**F. 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 B, 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 E**, 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 A.3, above).~~
- ~~**F**G. Employees hired into the County after January 1, 2012 will not be eligible for Longevity.~~

AFSCME Local 411  
Employer Proposal  
September 23, 2016

ARTICLE

SICK LEAVE

A. Regular full time employees, except for participants in the Deferred Retirement Option Program, shall be entitled to accumulate Sick Leave bank at the rate of one-half (1/2) day (computed at straight time) for each fully paid two (2) week pay period of service. Sick Leave shall accumulate only on hours paid.

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 \_\_\_, 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 **available** earned Sick Leave allowance for absences:

1. Due to personal illness or physical incapacity caused by factors **that** 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 **or condition** 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. The term "immediate family" as used in this section shall mean parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchildren. 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.

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. ~~An non-probationary~~ employee who is seriously ill for more than five (5) days while on Paid Time Off, may, upon application, have the duration of such illness charged against his/her Sick Leave bank rather than against Paid Time Off. 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.

G. Accrued Sick Leave shall not be available for use **upon accrual**. ~~until the employee has completed three (3) months of service from the date of hire, except in cases of injury incurred in the line of duty.~~

- H. Employees participating in the DROP Program shall not be subject to Article \_\_\_, Sections A., and B. 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 1<sup>st</sup> of each year the employee participates in the DROP program.
  2. Employees who begin DROP participation at a time other than January 1<sup>st</sup>, 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 H.1., employees may utilize that Sick Leave, accrued pursuant to Sections 14.A. and 14.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 \_\_\_, **the Accumulated Sick Leave Payoff section of this article**, at the time the employees DROP participation begins.
  4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section H.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 \_\_\_

#### ACCUMULATED SICK LEAVE PAYOFF

##### I. Accumulated Sick Leave Payoff (does not apply to employees hired after 1-1-16)

1. **The maximum Accumulated Sick Leave available to be paid off is one hundred twenty-five (125) work days.**
- 2A. Retirement: A regular employee, as defined in Article \_\_\_, 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.
- 3B. Deferred Retirement: A regular employee, as defined in Article \_\_\_, 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. **Employees who defer their retirement prior to January 1, 2016 and dies prior to the time the retirement benefits begin, said accumulated payoff shall be made to the deceased deferred employee's beneficiary designated to receive the accumulated contributions in the employees savings fund.** 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 \_\_\_, 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 \_\_, 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.

~~3D.~~ 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 26

JOB OPENINGS

A. DEFINITIONS:

- ~~1. Regular Job Opening: A "regular job opening" is a position which appears in the County's Budget or is funded through a Grant.~~
12. Promotion: A "promotion" is defined as the movement of an employee to a regular job opening in a classification assigned to a higher pay grade and for which the employee is qualified.
23. Lateral Transfer: A "lateral transfer" is defined as the movement of an employee to a regular job opening in a different department, which opening is the same classification as the employee currently holds.
34. Voluntary Demotion: A "voluntary demotion" is defined as the movement of an employee to a regular job opening in a classification assigned to a lower pay grade and for which an employee is qualified.

B. JOB POSTINGS:

1. The County will post all but entry level job openings on the Union Bulletin Board in the affected department. **The County will post all job openings** Postings shall be made for **a minimum of** ten (10) working days. Entry-level openings as defined in Appendix B will not be subject to the requirements of Article 26, Job Openings. Posting periods may be shortened or eliminated by agreement of the Union President, or designee.

The County will post all, except entry-level, openings as defined in Appendix B internally for AFSCME Local 411 members to apply. Internal postings shall be made for ten (10) working days. If it is determined that there are no qualified AFSCME 411 applicants, the position shall then be posted externally for ten (10) working days.

2. ~~At the same time that the departmental posting is made, the County shall post the opening on all Union Bulletin Boards.~~ The posting will include the following information: The job classification, department, pay grade **salary range**, hours, starting time, qualifications and any testing requirements.
3. **Any employee interested in a position must apply through the Human Resources and Labor Relations established application process within the posting period. The employee must meet the minimum qualifications before the closing date of the posting, unless otherwise specified by Human Resources and Labor Relations.** Any employee for which an opening would provide a promotion, lateral transfer or voluntary demotion 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 and Labor Relations Department before the close of the posting period. The employee must have a current passing score on any test required for the position before applying for the position.



4. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.

C. PROMOTION, VOLUNTARY DEMOTION AND LATERAL TRANSFER:

1. Employees within the Department shall be given first consideration for a regular job opening **with the exception of voluntary demotions**. If the job opening is not filled from within the Department, consideration shall then be given to qualified employees working in other departments. If it is determined that there are no qualified 411 members seeking the promotion, then other applicants shall be given consideration.
- ~~2. After such promotion or lateral transfer, the affected employee will not be eligible to apply for a classification change for a period of six (6) months.~~
- ~~23.~~ Promotion: Promotions to a higher classification shall be based on qualifications. Posted qualifications being equal, seniority shall prevail.
- ~~34.~~ Lateral Transfer: Provided that the employee applying for a lateral transfer meets the minimum posted qualifications for the opening, the most senior qualified applicant shall be awarded the position.
- ~~45.~~ Voluntary Demotion: Voluntary demotions to a lower classification shall be based on qualifications. Posted qualifications being equal, seniority shall prevail.
- ~~56.~~ Selection Priority: Employees applying for promotions shall be given priority over employees seeking lateral transfers or voluntary demotions. Employees applying for lateral transfers shall be given priority over employees seeking voluntary demotions.
- ~~67.~~ Probationary Period For Promotions, Demotions And Lateral Transfers: An employee awarded a promotion, lateral transfer or demotion shall have a probationary period of four (4) months from the date of change in classification in the new position to prove that he/she has the qualifications to handle the requirements of the position. If it is obvious that he/she is not capable of fulfilling the requirements, he/she may be returned to his/her previous classification without prejudice. Such employee will have the option of returning to his/her previous classification without prejudice, within one (1) month from the date of change in classification, of starting that new position.

H. 42<sup>nd</sup> DISTRICT COURT:

1. Representation: Parties agree to permit two (2) members to participate in bargaining sessions subject to Supplement Agreement.
2. Seniority:
  - a. Seniority is defined as follows:
    - (1) Departmental seniority for employees in departments covered by the bargaining unit shall commence after an employee successfully completes his/her probationary period in such 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.
      - a. Departmental seniority will prevail for purposes of selection of Paid Time Off (PTO) and overtime preference, bumping rights, layoff and recall rights within the department, except where provided otherwise in this Agreement.
      - b. Department shall be defined as follows:

42nd District Court Division I = 1 Department  
42nd District Court Division II = 1 Department
    - (2) County Seniority: 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: Paid Time Off (PTO), Sick Leave, longevity, retirement and similar fringe benefits to which the parties may agree. Leave of absence without pay will necessitate the adjustment of the County seniority date and the subsequent accumulation of benefits.
  - b. Any employees with the same seniority date requiring the need of determination by seniority, shall be decided by the higher number in the last four numbers of their social security number.
  - c. Seniority Lists: The Employer will furnish to the Union and shall post a seniority list once each year, during the month of July. This list will show the employee's name, department, classification, departmental seniority, and entry into employment date. The Union will be notified quarterly of any changes to the list.
  - d. The Employer will provide information to show additions and/or deletions of employees in classifications reflected in the Agreement between the Parties.

- e. **Loss Of Seniority:** 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 exceptions shall be made by the Employer. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  - (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 Ordinance.
  - (6) If he/she does not return to work when recalled from layoff. The recall rights are as spelled out in this Agreement between the Parties.
  - (7) Failure to return from Sick Leave and leaves of absence will be treated the same as Section E.3, above.
- f. **DROP Participants:** DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.

3. **Wage and Increment Schedule:**

The Wage and Increment Schedule is attached to and is a part of this Supplement to Master Agreement.

4. The following Articles and provisions of the Master Agreement shall not apply to the employees covered by this Supplement to Master Agreement: Procedure for Classification Review, Appendix A, and Letter of Understanding on Uniform Allowance & Cleaning.
5. The **Chief Judge** Judges of the 42<sup>nd</sup> District Court Division I and II shall have sole and final authority to determine the filling of any vacant and authorized position in their respective Divisions of the Court, irrespective of any contract language in the Master Agreement or this Supplement to Master Agreement. Such decision shall not be subject to the grievance procedure.

To Union 9/23/16

AFSCME Local 411  
Employer Proposal  
July 27, 2016

**LETTER OF AGREEMENT**

**between**

**COUNTY OF MACOMB**

**and**

**UNION**

**RE: DEFERRED RETIREMENT OPTION PLAN**

The Parties agree that all references to the Deferred Retirement Option Program in the agreement shall be changed to Deferred Retirement Option Plan.

FOR THE UNION:

FOR THE EMPLOYER:

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

\_\_\_\_\_

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

To Union 9/23/16

AFSCME Local 411  
Employer Proposal  
May 11, 2016

**LETTER OF UNDERSTANDING**

**between**

**AFSCME LOCAL 411**

**and**

**COUNTY OF MACOMB**

**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. Ildiko Knott
2. Mark Glazer
3. **Patrick McDonald** Debra Brodsky
4. Mario Chiesa

FOR THE UNION:

FOR THE EMPLOYER:

---



---



---



---



---



---



---



---

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