Building on New Employee Orientation Days to address them about joining

ARTICLE 24 - SENIORITY

- County: A win.
- We do not have anyone who exceeds their base salary in the
current time. We can retire with a higher salary, but the plan
has other programs that ensure the pension benefit stays
mid-career and may have worked a lot of overtime in the last part of a year.
Retirement specialities before age 65, this change. It helps those who retire
compensation for retirement. This is a positive change. Speak to our

ARTICLE 17 - RETIREMENT SYSTEM - Change from highest
cumulative years to highest consecutive pay periods for final average

ARTICLE 16 - INSURANCE BENEFACTORS - Change

- The county must retire health care a win.
- When if you take a job after you retire with health insurance, you must give
the county a form.
- This is not a change. It is a clarification. Removes language

ARTICLE 15 - LEAVE OF ABSENCE - County will use

- During normal work hours, a win.
- To obtain a residual when a fellow employee within the same department
is laid off, the employee, addressed in section 2. The amount of leave addressed
others in this sentence of this article addressed. C. 4 hours of leave addressed
with another employee.

ARTICLE 14 - DISABILITY - No real change. Language states employees

ARTICLE 13 - PROFESSIONAL EXPENSES AND BARGAINING

- Change of address/name change - You must notify the county

ARTICLE 12 - RECOMMENDED - B. Prenamed addressing family member other

ARTICLE 11 - LEAVE OF ABSENCE - County will use

- During normal work hours, a win.
- To obtain a residual when a fellow employee within the same department
is laid off, the employee, addressed in section 2. The amount of leave addressed
with another employee.

ARTICLE 10 - DISABILITY - No real change. Language states employees

ARTICLE 9 - RECOMMENDED - B. Prenamed addressing family member or

ARTICLE 8 - DISABILITY - No real change. Language states employees

ARTICLE 7 - DISABILITY - No real change. Language states employees

ARTICLE 6 - INSURANCE BENEFACTORS - Change

- The county must retire health care a win.
- When if you take a job after you retire with health insurance, you must give
the county a form.
- This is not a change. It is a clarification. Removes language

ARTICLE 5 - LEAVE OF ABSENCE - County will use

- During normal work hours, a win.
- To obtain a residual when a fellow employee within the same department
is laid off, the employee, addressed in section 2. The amount of leave addressed
with another employee.

ARTICLE 4 - DISABILITY - No real change. Language states employees

ARTICLE 3 - PROFESSIONAL EXPENSES AND BARGAINING

- Change of address/name change - You must notify the county

ARTICLE 2 - RECOMMENDED - B. Prenamed addressing family member or

ARTICLE 1 - DISABILITY - No real change. Language states employees

- The county must retire health care a win.
- When if you take a job after you retire with health insurance, you must give
the county a form.
- This is not a change. It is a clarification. Removes language

ARTICLE 0 - INSURANCE BENEFACTORS - Change

- The county must retire health care a win.
- When if you take a job after you retire with health insurance, you must give
the county a form.
- This is not a change. It is a clarification. Removes language

ARTICLE - Change of address/name change - You must notify the county

- During normal work hours, a win.
- To obtain a residual when a fellow employee within the same department
is laid off, the employee, addressed in section 2. The amount of leave addressed
with another employee.

ARTICLE - Change of address/name change - You must notify the county

- During normal work hours, a win.
- To obtain a residual when a fellow employee within the same department
is laid off, the employee, addressed in section 2. The amount of leave addressed
with another employee.

SUMMARY OF TENTATIVE AGREEMENT PROPOSALS
ARTICLE 25 — JOB OPENINGS: Reduces posted job openings from 10 working days to 5 working days — both internal and external. Removes all language regarding promotions, laterals, voluntary demotions, and selection priority. Highlighted #5 is the same language as #1 under PROMOTIONS.

ARTICLE 28 — DESCRIBES MILEAGE REIMBURSEMENT. New language added in #6.

COMMUNITY MENTAL HEALTH — LETTER OF AGREEMENT: A. Removes (located in other areas of the contract) 1. On-call changed to daily pay and compensatory time earned. Language deleted regarding sick, they will not be paid compensatory time. Language deleted regarding Medicaid revenue. Names changed to match new reclassification language.

Rest of the language is not new.

FACILITIES AND OPERATIONS — APPENDIX C: Custodian II and Housekeeper II. Changed to Custodian and Housekeeper in bid language. New language stating double hours for hours worked on stated holidays. Wins.

CALCULATION OF HOURLY BASE RATE: Establishes how the employer will calculate hourly base rates going forward.

PANEL OF ARBITRATORS: List of arbitrators who will be utilized.

REGULAR MEETING: Employer will meet with the union, as stated for these issues over the next three years.

TERMINATION OR MODIFICATION: Three year contract.

HEADSTART — 1. Establishes building closure choices.

2. Gives three (3) days paid for building closures.
one half (1/2) time release for Years 2 and 3 of the contract.

An official pay schedule will be developed that shows the exact annual amounts for each year.

For purposes of hourly computation, annual salary will be divided by 260 working days per year.

Administrative (PTA) Salary Schedule:

2%  January 1, 2020
2%  January 1, 2021
2%  January 1, 2022

January 1, 2020 through December 31, 2022

Duration: 11/1/19 - 11/1/20

6/19/20

AFSCME 411

Employer Proposal

November 5, 2019
<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Title</th>
<th>Office</th>
<th>Assistant</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>John Smith</td>
<td>Manager</td>
<td>123 Office</td>
<td>Manager Assistant</td>
<td>2 Staff</td>
</tr>
<tr>
<td>2</td>
<td>Jane Doe</td>
<td>Assistant Manager</td>
<td>456 Office</td>
<td>Manager</td>
<td>3 Staff</td>
</tr>
<tr>
<td>3</td>
<td>Michael Brown</td>
<td>Coordinator</td>
<td>789 Office</td>
<td>Coordinator</td>
<td>4 Staff</td>
</tr>
<tr>
<td>4</td>
<td>Emily Johnson</td>
<td>Accountant</td>
<td>012 Office</td>
<td>Accountant</td>
<td>5 Staff</td>
</tr>
<tr>
<td>5</td>
<td>Robert Lee</td>
<td>Controller</td>
<td>321 Office</td>
<td>Controller</td>
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</tr>
<tr>
<td>6</td>
<td>Susan Davis</td>
<td>Analyst</td>
<td>543 Office</td>
<td>Analyst</td>
<td>7 Staff</td>
</tr>
<tr>
<td>7</td>
<td>David Morgan</td>
<td>Consultant</td>
<td>632 Office</td>
<td>Consultant</td>
<td>8 Staff</td>
</tr>
</tbody>
</table>

*Note: The table contains information about the personnel details, office assignments, and staff positions.*
Disclaimers:

- Pending ratification from AFSCME 411 and the approval of the Board of Commissioners, this agreement will become effective, January 1, 2020.
- Employees in classifications currently on the Professional, Technical and Administrative (PTA) Schedule will receive the agreed upon PTA Schedule rates effective on the first pay of 2020 and the first pay of each year thereafter for the remainder of the contract.
- Employees in classifications on the expiring contract’s pay schedule shall be considered ‘Red-Circled’.
- Red-circled employees will not receive base wage increases past the maximum rate of the expiring contract’s pay schedule, unless increases to the PTA Schedule result in an increase to that employee’s base wage.
- Should the PTA Schedule result in an increase to a red-circled employee’s base wage, they shall be integrated onto the PTA Schedule and advance to the next closest step within the pay grade designated for that classification, effective the first pay of the year.
- After the effective date of this agreement, newly hired employees, as well as current employees who promote, laterally transfer, or voluntarily demote into any classification, shall receive the wages based on the pay grade associated with the PTA Schedule.

HEAD START:

- Macomb Community Action Head Start employees shall continue to receive COLA increases based on the County’s historical practice.
- Macomb Community Action Head Start classifications will be paid based on the PTA Head Start Schedule.

LUMP SUM LANGUAGE:

- Full-time red-circled employees will receive a one-time lump sum payment of $1000.00 on the second pay of January, for each year of the contract.
- Part-time red-circled employees will receive a one-time lump sum payment of $250.00 on the second pay of January, for each year of the contract.

This agreement and all other provisions of the January 1, 2020 agreement shall remain in effect until December 31, 2022.
To make the request, Requests are limited to one request per calendar quarter.

This agreement to the Local Union. The Local Union shall appoint one Local Officer authorized
Upon request, the County will furnish the Names and addresses of all Employees Covered by

It is the Employer's responsibility to notify the County of any change of name/address.

CHANGE OF NAME/ADDRESS

ARTICLE XX

October 17, 2019
Employee Proposal
AFSCME

11-5-19
DISTRICT 9 - Eliminate
DISTRICT 8 - Pumping Station, Public Works
DISTRICT 7 - Community Mental Health Employees, except Cootrees
DISTRICT 4 - Eliminate Animal Shelter
DISTRICT 3: Court Building, County Building Certificates, Administration Building
DISTRICT 2: Sheriff Department, Health Department (Maritime Animal Shelter)

C. Each district shall be represented by one (1) steward as follows:

COMMITTEE
Representatives, Stewards, and Bargaining

ARTICLE 3:

The Union reserves the right to delete, add to, modify or change these proposals.

DATE: 10-17-19
UNION PROPOSALS
MACOMB COUNTY
ASCEME LOCAL 411
Records in Personnel Files:

1. Records of disciplinary actions shall remain in the employee's personnel file.

2. Any record of disciplinary action shall remain in the employee's personnel file from the date it is issued. If the employee is subject to an additional two (2) years of discipline under the discipline rules of Part B above for additional two (2) years of discipline, the record of the additional discipline shall be maintained.

3. If the employee is subject to the discipline rules of Part B above for additional two (2) years of discipline, the record of the additional discipline shall be maintained.

4. If a record of discipline is not subject to the discipline rules of Part B above and is older than two (2) years, it shall not be relied upon for the purposes of progressive discipline.

5. It is the responsibility of the employer to maintain the discipline records. Employees are encouraged to exercise their right to review their personnel files in accordance with the provisions of this collective bargaining agreement and/or human resources policies.
All bereavement leave requests are subject to prior approval by the Employer and shall not be unreasonably withheld or denied.

Applicable to Paraprofessional C: Only.

B. Full-time employees are permitted to take up to four (4) hours of bereavement leave when an employee who worked within the same department, provided attendance is during the employee’s normally scheduled work hours and does not interfere with the operational needs of the Department/Campus.

C. Other than those listed in section A of this article, an employee’s first or family member, other than those specified in section A, who is normally a member of the employee’s household.

A Full-Time Employee may elect to take up to three (3) bereavement leave days chargeable to sick leave or otherwise charged by the employer.

The following bereavement leave policy shall apply:

Upon presentation of a death certificate, the following bereavement leave policy shall apply:

November 5, 2019
Employee Proposal
AFSCME

November 17, 2019
AFSCME

MS

11-5-19

A 7/4
An employee who fails to report for duty upon expiration of a personal leave shall be subject.

Refusal/disargee shall approve or disapprove all requests for personal leave.

The Department Head/designee and the Director, Human Resources, and Labor

Insurance Benefits:

Benefits will be reinstated in accordance with the waiting periods as outlined in Article

p. While on an unpaid personal leave, benefits will be canceled at the end of the month from

q. During the time which the employee is on said personal leave without pay,
o. An employee approved for a personal leave shall not accrue credited service for retirement

n. An approved personal leave shall not exceed 6 months.

2. Paid Time Off

Compensatory Time

Following sequence: Compensatory time and paid time off.

m. While on an approved personal leave, an employee must exhaust paid time off in the
effective date of the personal leave.

l. All requests for a personal leave must be submitted at least thirty (30) days prior to the

h. Human Resources and Labor Relations.

k. An employee absent from work for more than 15 consecutive working days shall be required to

j. An employee may be eligible for a personal leave upon completion of 12 months of service

i. Personal Leave:

B. Provisions:

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

Reasons:

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

LEAVE OF ABSENCE

ARTICLE 15

November 5, 2019
Employer Proposal
AFSCME
The Department of Human Resources and Labor

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

Insurance Benefits.

Benefits will be reinstated in accordance with the waiting periods as outlined in Article 16.

Following six (6) months of unapproved leave, upon the return from the unapproved Medical leave, the Employee may appeal the decision of the denial of the leave.

1. While on an unpaid Medical leave, benefits will be canceled at the end of the month.

2. An Employee on an approved unpaid Medical leave shall accrue credited service for the period of the leave.

3. An Employee on an approved unpaid Medical leave shall accrue credited service for the period of the leave.

Sick Leave Time

1. Compensatory Time

Following Sickness: Compensatory Time and Sick Leave Time.

When on an approved Medical Leave, an employee must exhaust paid time off in the department within 30 days from the employee's last day worked.

Medical certification must be received in the Human Resources and Labor Relations.

Certification of Health Care Provider Form provided by the L.S. Department of Labor.

An eligible employee must complete a request for Medical leave of Absence and

4. Head of absence at least thirty (30) days prior to the effective date of the Medical Leave.

5. All reasonable requests for a Medical leave must be submitted in writing to the department.

Resources and Labor Relations.

An employee absent from work for more than 5 consecutive working days shall be required

a. An employee is normally a member of the employee's household.

b. In an illness or injury of the medical condition of a family member caused by illness or

injury may request a Medical leave.

An eligible employee who is unable to work due to his/her own medical condition caused

2. An Employee may be eligible for a Medical leave upon completion of 6 months of service

Medical Leave for Employee and/or Family:

3. The Department Head/designee and the Director, Human Resources and Labor
Medical Leave Act (FMLA): Leave will run concurrent with any FMLA eligible leave.

6. Family and Medical Leave Act: The employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leave will run concurrent with any FMLA eligible leave.

Paid Time Off (PTO) and Longevity as determined by Human Resources and Labor Relations. Prescribed during the leave of absence of any employee on approved USERRA military leave of absence shall be eligible for the following benefits during his/her military leave:

1. All employee shall provide the County with a copy of his/her military orders.

2. Benefits provided for employees absent under USERRA are determined by Human Resources and Labor Relations. Employees absent under USERRA 38 USC 43 Employment and Reemployment Rights Act (USERRA) 38 USC 43

4. The employee can provide any employee absent under this article shall be provided consistent with the service requirements.

Reason of duty in the uniformed services, and the reason stated for the absence. Any employee whose absence from employment is necessitated by the Uniform Services Employment and Reemployment Rights Act (USERRA) 38 USC 43

9. The employee completes the Uniform Services Employment and Reemployment Rights Act 43.

3. Military:

Serious as outlined in Article 24, Senate and House of Employment.

Failure to report for duty upon expiration of a Medical Leave or leave shall be subject to loss of pay.

Failure to be certified a Medical Examination may be considered as the employee's expense.

In order to return from a Medical Leave, the employee must have the ability to perform the essential functions of the job while without reasonable accommodation. At the employee's expense.
3. Waiting Period: Full-time employees and their eligible dependents will be covered on the first day of the month following thirty (30) days of continuous employment for Macomb County’s Medical Prescription Drug, dental and vision plans.

Departments as necessary.

Supporting documentation must be provided to the Human Resources and Labor Relations offices to verify the age of 26 or in 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 26 years of age.

Macomb County’s Medical Prescription Drug, dental and vision plans.

Full-time employees (including DROP participants) may elect to cover their current spouse on

Dependent Eligibility:

1. Any full-time employee (including DROP participants) and their eligible dependents will be eligible for Macomb County’s Insurance Benefits which includes medical, prescription drug, dental

Insurance Benefits:

2. Employees hired on or after January 1, 2016 will not be eligible for this Life Insurance Benefit. Employees hired on or after December 31, 2015 will receive a retention allowance under the Macomb County Employees’ Retirement Ordinance.

Refunds: 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 on the first day of the month following thirty (30) days of continuous employment.

The maximum Life Insurance benefit of $32,500 would then have a total Life Insurance benefit of $32,500. The maximum life insurance benefit provided by the Employer shall be $32,500.

The Employer will provide a partial deduction option for employees wishing to purchase additional life insurance benefits, subject to the above language, an employee exercising their ability to purchase

A. Life Insurance:

INSURANCE BENEFITS

ARTICLE 16

October 10, 2019

APPROVED

Employee Proposal

11/14/2019
Full-time employees hired on or after January 1, 2012 will not be eligible for Macomb County's medical, prescription drug, dental, and vision plans as soon as they become eligible and begin contributing to the plan. The coverage will be paid in the employee's regular paycheck.

Full-time employees who elect to participate in Macomb County's medical, prescription drug, dental, and vision plan for both employment and dependents will be required to comply with Plan 152, prior to the implementation of any reductions. Full-time employees who meet and continue to enroll in either plan, or changes to comply with Plan 152.

Full-time employees who have a current spouse who is also employed full-time by Macomb County shall provide two medical plan options: a Preferred Provider Organization (PPO) and in an Employee Maintenance Organization (EMO) to all regular full-time employees and their eligible dependents.

The employer shall provide two dental plan options for all employees, and their eligible dependents. Full-time employees who elect to participate in any dental plan will be required to comply with Plan 152 prior to the implementation of any reductions. Full-time employees who meet and continue to participate in the plan, or changes to comply with Plan 152.
3. All employees who retire or DROP after November 1, 2013, will lose the dental and prescription drug coverage and the dental coverage if they are a dependent.

4. Full-time employees hired into the County on or after January 1, 2016 will not be eligible for employment benefits.

5. Full-time employees hired into the County prior to January 1, 2016 will continue to contribute to health care, as defined by the Federal Insurance Program. If eligible, they will have the option to enroll in the Federal Insurance Program.

6. Employees who retire and/or their eligible spouse are defined in D.3.

7. Employees who are eligible for the Merced County Dental and Prescription Drug Plan will not be eligible for employees enrolled in the Federal Insurance Program.

8. Employees who are eligible for the Merced County Dental and Prescription Drug Plan will be paid in the retiree's regular retirement.

9. The insurance plan will be paid in the retiree's regular retirement.

10. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

11. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

12. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

13. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

14. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

15. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

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19. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

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21. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

22. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

23. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

24. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

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26. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

27. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

28. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

29. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

30. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

31. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

32. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

33. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

34. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

35. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

36. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

37. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

38. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

39. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.

40. Any National Health Insurance Program offered by the U.S. government will be paid in the retiree's regular retirement.
Pension Calculation: For any employee hired on or before December 31, 2001, or who is vested

Pay Periods: Ten (10) years of service

Conversely, pay periods of compensation out of the last two hundred and sixty (260) consecutive pay periods, and for each year of credited service, one hundred and forty (140) days, shall be used for calculating pension benefits, and the highest compensation earned for each year of such service shall be used for calculating pension benefits for eligible bargaining unit members.

For employees hired on or after January 1, 2002, the formula for calculating a member's normal retirement benefit is:

Formula for calculating a member's normal retirement benefit:

Pension Multiplier: For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the pension multiplier is two and two cents.

For employees hired on or after January 1, 2002, the pension multiplier is two and two cents.

Thereafter:

3. Percent (6.6%) of the average compensation for each year of credited service and one percent (1%) for each year of credited service and one percent (1%) for each year of credited service.

Percent (2.2%) for all years of credited service.

For employees hired on or after January 1, 2002, the pension multiplier is two and two cents.

The average compensation for each year of credited service and one percent (1%) for each year of credited service.

2. System is two and two cents per month (6.6%) of his/her compensation.

For employees hired on or after January 1, 2002, the employee's contribution to the retirement system is three and two cents per month (3.5%) of his/her compensation.

1. Full-time employees hired into the County prior to January 1, 2006:

Statement of employee contributions will be furnished to the employee.

Employer Contributions: The employer shall continue the benefits as provided by the present collective bargaining agreement.
when the wages were earned, not when they were received by the employee.

2. Attain the age of 60 years and has 15 or more years of credited service.

3. Attain the age of 55 with 25 years of credited service.

4. Attain the age of 60 with 20 years of credited service.

5. Attain the age of 55 with 25 years of credited service.

6. Eligibility: Effective January 1, 2020 in no case shall the Straight Life Pension benefit for a member who has earned at least 100% of the member's average compensation for all years of credited service, and in the case of a year, employee's average compensation multiplied by the sum of 2% of the member's average compensation for all years of credited service, and in the case of a year, employee's average compensation for the first year shall be multiplied by the sum of 2% of the member's average compensation for all years of credited service, multiplied by the sum of 2% of the employee's average compensation for all years of credited service, multiplied by the sum of 2% of the employee's average compensation for all years of credited service, multiplied by the sum of 2% of the employee's average compensation for all years of credited service, multiplied by the sum of 2% of the employee's average compensation for all years of credited service.
13. **Non-Pay before Retirement.** Benefit is terminated prior to retirement. Any beginning uninsured member who is vested may re-enlist in the System thereby restoring all rights in and to the position of the

vested former member who receives accumulated member contributions and voluntarily

no later than 90 days after the employee

not eligible for retirement under the plan, the employee will have become

his/her retirement allowance for same is paid with the Commission after the

vested employee may also be paid the first day of the second month next following the date

vested employee shall begin the first day of the second month next following the date

vested employee shall be paid on the second month next following the date

vested employee shall be paid.

12. **Deferred Retirement Allowance Option.** In the event a member

beneficiary or the person acting in lieu of the person

vested employee may also be paid the first day of the second month next following the date

vested employee shall be paid on the second month next following the date

vested employee shall be paid.

11. **Option A.** The member will receive a retirement allowance for life equal to the

vested employee may also be paid the first day of the second month next following the date

vested employee shall be paid on the second month next following the date

vested employee shall be paid.

10. **Option B.** A member shall have the option of selecting survivor's benefits in accordance with

vested employee may also be paid the first day of the second month next following the date

vested employee shall be paid on the second month next following the date

vested employee shall be paid.

9. **Purchase of Military Service Credits.** A member who wishes to purchase military service credits

vested employee may also be paid the first day of the second month next following the date

vested employee shall be paid on the second month next following the date

vested employee shall be paid.
10. Employees shall have the following schedule of leave to vesting for the Employer contributions:

- 7 days per year.
- DEFERRED CONTRIBUTION RETIREMENT PLAN (DROP) as provided under the terms of Section 9.2 and Section C.
- EMPLOYEES shall contribute 3% of their base pay, upon the completion of 5 years of continuous service with the Employer.
- EMPLOYEES shall contribute 6% of their base pay, upon the completion of 5 years of continuous service with the Employer.
- EMPLOYEES shall contribute 3% of their base pay, upon the completion of 5 years of continuous service with the Employer.
- EMPLOYEES shall contribute 3% of their base pay, upon the completion of 5 years of continuous service with the Employer.

11. An employee must be vested by December 31, 2012, to be eligible for the DROP.

12. The memorandum of understanding regarding the DROP is attached to and incorporated by reference as part of this agreement.

13. The memorandum of understanding regarding the DROP is attached to and incorporated by reference as part of this agreement.

14. The memorandum of understanding regarding the DROP is attached to and incorporated by reference as part of this agreement.

15. The memorandum of understanding regarding the DROP is attached to and incorporated by reference as part of this agreement.
<table>
<thead>
<tr>
<th>Completion</th>
<th>Service</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>of 5 years</td>
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<tr>
<td>of 4 years</td>
<td>80%</td>
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<td>of 3 years</td>
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<td>40%</td>
<td></td>
</tr>
<tr>
<td>of 1 year</td>
<td>20%</td>
<td></td>
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Employees. The employer will inform/direct new employees to the Union contract area.

A.8. NEW EMPLOYEE ORIENTATION – The Union shall be provided space within
the administration building to address any New Employee Orientation Days to address new
employees. There shall be 90 days to address new employees.

Employees shall have the opportunity to sign up for that orientation.

Within one (1) week period, employees will receive the orientation package.

New employees shall be allowed to attend all New Employee Orientations.

ARTICLE 24

SERENITY

CHANGE PROPOSALS

The Union reserves the right to delete from, add to, modify or

DATE: 11-05-2019
UNION PROPOSALS
MACOMB COUNTY
ASSEMBLE LOCAL 411
5. Employees within the Department shall be given first consideration for a Regular Job opening.

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

3. Any employee interested in a position must apply through the Human Resources and Labor Relations.

2. The position will include the following information: The job classification, department, salary range, hours, starting time qualifications, and any testing requirements.

1. POSTING:

All interested applicants for the position of (five) working days, posted externally, followed by all interested applicants for five (5) working days. If it is determined that there are no qualified ASCME 441T applicants, the position will be advertised externally.

ARSCME Local 441T members, abiding by the Human Resources and Labor Relations.

The County will post all except entry-level openings as defined in Appendix B internally for the first five (5) working days. Entry-level openings are defined in Appendix B. Entry-level openings.

5. JOB OPENINGS:

1. A volunteer demotion: A "volunteer demotion" is defined as the movement of an employee to a lower pay grade and for which an employee accepts.

2. A regular transfer: "regular transfer" is defined as the movement of an employee to a regular position in a different department, which opening is also a regular position for which the employee is qualified.

3. A promotion: "promotion" is defined as the movement of an employee to a regular position in a different department, which opening is also a regular position for which the employee is qualified.

4. DEFINITIONS:

ARTICLE 25

November 5, 2019

ASCME Local 441T
Employer Proposal

11-5-19

T/A

11-5-19
6.2 Employees being granted promotions shall be based on posted qualifications. All employees being granted promotions for promotions shall be given priority over employees seeking voluntary demotions.

5. A voluntary demotion is final. Employees applying for promotions shall be given priority over employees applying for promotions, pending the posting of qualifications. The most senior qualified applicant shall be awarded the position.

4. Voluntary Demotions: Voluntary demotions to a lower classification shall be based on qualifications. Promotions to a higher classification shall be based on qualifications, posted.

3. Lateral Transfers: Provided that the employee applying for a lateral transfer meets the minimum qualifications, the employee shall be awarded the position.

2. Promotions: Promotions shall be given first consideration for a regular job opening within the department.

1. Promotions, Voluntary Promotion and Lateral Transfers: The department shall be given first consideration for a regular job opening within the department, except for the exception of voluntary demotions. If the job opening is not filled from within the department, qualified employees within the department shall be given first consideration.
MILEAGE

Mileage reimbursement will be paid based on the rate in effect at the time the payment was incurred, as requested. Mileage reimbursement must be authorized in advance by the Department Head or designee and in accordance with County and Department Policy.

Revenue Service mileage reimbursement formula. Mileage reimbursement will be paid based on the rate in effect at the time the payment was incurred, as requested.

Mileage reimbursement will be made for employees required to use their personal vehicles while performing assigned County business. The mileage reimbursement rate will be established in accordance with the Internal Revenue Service mileage reimbursement formula. Mileage reimbursement will be paid based on the rate in effect at the time the payment was incurred, as requested.

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Compensation Time:

2. Compensatory Time:

a. In the event an employee has earned a right to return to work in a lower salaried classification.

b. In the event that an employee is eligible for recall to a lower salaried classification, the employee shall be recalled to the minimum qualifications for that position.

The following Department shall be based on the employee's classification. The employee shall be recalled to the minimum qualifications for that position.

Employees may petition for inclusion in the following categories:

1. Layoffs and Recall.

Appendix C

November 7, 2019
Employee Proposal
AFSCME
2. The Employer and the Union agree to establish a Joint Labor/Management Committee for the

Union will be notified at the end of each year as to the position's status for committee.

Position will be reviewed at the end of each calendar year, and the

management review. The position will be evaluated. The position will be evaluated.

Community Mental Health is authorized to conduct a a

(2) Rotation will be scheduled on a weekly basis.

(e)

(d)

(c)

(b)

(a)

3. On-Call Pay:

For such revisions:

Management will notify the Union of such revisions to the revised classification, and the revised

4. Classification Descriptions:

Justifying rationale:

This requirement may be made by the Agency. Approval of such exceptions to

will be notified. Requests for exceptions to

shall be submitted to written approval of the Supervisor.

In cases where written approval cannot be obtained, employees

Approval of such exceptions to

shall be submitted to written approval of the Supervisor.

in a classification description, will provide the

be submitted to written approval of the Supervisor.

(a)

(b)

(c)

All Compensation Time will be recorded and used will be accurate on the employees

following procedures will apply to the recording and use of Compensation Time:

Precedence:

(e)

(d)
OVERTIME NOTIFICATION AND ASSIGNMENT PROCEDURE:

(a) OVERTIME/CALL-IN

(b) OVERTIME/CALL-IN

SUNDAY or the end of Afternoon shift (11:30 PM) and ends
Weekend Shifts begin on Friday's Midnight shift (11:00 PM) and ends
A minimum of four (4) hours is worked between 3:00 PM - 7:30 AM.
Shifts of 10% per hour with additional 10% if working during the weekend
Shifts performed between 3:00 PM and 7:30 AM shall be paid a premium:

Shift Premium shall be paid according to the following provisions and terms:

- Mental Health Worker
- Office Assistant
- Office Assistant Senior
- Case Manager
- Therapist (Masters Degree or Higher Level)
- Registered Nurse

Shift Premium shall be paid only to employees in the following classifications:

(c) SHIFT PREMIUM

5. The following employment conditions will apply to Community Mental Health employees:

As provided in Article 24.1.4. of the Master Agreement,

4. For purposes of the Master Agreement, Community Mental Health employees shall have their

employees' seniority in their current classification.

Prior to applying for the internal transfer to a position, employees must meet the prerogative and

Agreement:

2020-2023 Collective Bargaining Agreement
diminishes or modifies the Employer's right to manage its workforce.

The above method of assignment of overtime in no way changes:

may result when an employee fails to work scheduled overtime.

when unable to work a regularly scheduled shift. Disciplinary action
work overtime in the same manner he/she would inform the Employer
Employees are to inform the Employer when an employee is unable to

emergencies in which employees are requested to work overtime.

An employee must provide on a monthly basis, dates and times they

in case of an emergency an employee may be required to work

employees will not work more than sixteen (16) consecutive hours.

(d) General Conditions:

employees may not be forced to work overtime

to the employee working the previous shift.

voluntary basis. Requiring the assignment of mandatory overtime.

remains after the Employer has attempted to fill the vacancy on a

forced: A need to fill a vacancy on an overtime basis which

overtime will first be offered to employees working the previous shift.

are ultimately necessary to cover such overtime. Generally, the

which the vacancy is created. The Employer may take whatever steps

known to the employer at least three (3) hours prior to the time at

emergency: A need to fill a vacancy on an overtime basis which is not

employee

any scheduled shift cancelled. less than twelve (12) hours before it

conducted via telephone. For available overtime opportunities,

on the Employer overtime list. Employees on the overtime list will be

known to the employer more than three (3) hours before the time at

scheduled: A need to fill a vacancy on an overtime basis which is
5. Assignments for mid-year vacancies: New Year’s Day and Easter. This is limited to Facilities and Operations only and workers on Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve, Premium pay at double the hourly salary rate shall be paid for actual hours worked on these holidays. The only hours paid for the above mentioned holidays.

4. Security Guards at Facilities and Operations will be allowed to bid on shifts by seniority. The list of shifts will be developed and posted annually for implementation on January 1 of each year. Non-rotational assignments are exempt from this procedure. The County can make assignments for mid-year vacancies. Custodians hired after January 1, 2016, are not eligible and Operations, will be allowed to bid on the County can make assignments for mid-year vacancies. Building shifts by seniority. The list of shifts will be developed and posted annually for Facilities and Operations, will be allowed to bid on. Custodians and Housekeepers at Facilities and Operations, will be allowed to bid on.

3. Shifts would receive no shift premium for the afternoon shift worked. Shifts that normally begin on or after 11:00 am.

shift would receive no shift premium for the afternoon shift worked.

Midnights: 9:00 pm to 5:30 am.
Afternoons: 5:30 pm to 9:00 am.

2. Effective January 1, 1992, the following provisions apply:

a. Employees working more than 15 per hour for actual hours worked.

b. Effective January 1, 1992, eligible employees working the afternoon and midnight shifts shall receive a shift premium. Shift premium shall be paid according to the following provisions and rates:

2. Shifts shall be paid on the basis of length of service and seniority to serve.

I. Temporary Custodian Leader. An additional ten cents ($0.10) per hour shall be paid to a

Appendix C

November 7, 2019
Employee Proposal
AFSCME Local 411

[Signature]

[Signature]
ARTICLE 37: (new article)

CALCULATION OF HOURLY BASE PAY RATE

The parties agree to continue to pay base wages on this solution during this and all future contract negotiations.

A. The parties hereby agree the calculation of any future Hourly Base Pay Rate will be calculated as follows:

- Dividing the negotiated annual salary by the number of hours worked in the given year. The Employer will calculate all other hourly rates based payments by dividing the negotiated annual wage by 260 working days (8 hour/day = 2080 hours) regardless of the number of days actually worked that year.

B. The Union reserves the right to delete, add to, modify or change these proposals.
RE: PANEL OF ARBITRATORS

COUNTY OF MACOMB

and

AFSCME LOCAL 411

between

LETTER OF UNDERSTANDING

4. Mario Chiesa
3. Patrick McDonald
2. Mark Clazer
1. George T. Roumel

7. Grievance Procedure:

The Parties agree that the following arbitrators shall serve on the panel of grievance arbitrators as per Article

November 5, 2019

Employer Proposal
AFSCME

2019

2019

3B 11/10/19

11-5-19

11-5-19

11-4
President will also be allowed to conduct Union business on County-paid time when:

In addition to the time allotted to the local President as specified in Paragraph 4.3.a, above, the

immediate supervisor.

President through this letter of understanding.

immediate supervisor.

of each change.

in the local Union

subject to the following conditions:

The County and the Union agree that for the duration of this Agreement, to which this letter of understanding
E. Should a transfer of medical care facilities no longer be recognized as a department of the County, functions assigned in the event that an AFSCME Local 411 President incurs such liability when assuring that the County in the event that an AFSCME Local 411 President incurs such liability when

except as specifically stated above, the Union agrees to reimburse the County for all legal liabilities. If any,

D. one of the primary purposes of the letter of understanding is to promote labor harmony between the County

this letter does not alter the responsibilities of the County.

C. 3. Any expenses (including the use of automobiles) incurred by the President in the performance of

covered by this Agreement.

B. The compensation for the local President shall be paid in accordance with the following:

d. Negotiating sessions are scheduled.

d) Council 25 conventions held in odd-numbered years.

c) International conventions held in even-numbered years.

The President is sent by the local to the following union conventions:

Relief of disaster areas that require an emergency exists.

An emergency situation arises and the President and the director, Human Resources and Labor

Department Head regarding a local 411

The President is contacted by the director, Human Resources and Labor Relations or by a
TERMINATION OR MODIFICATION

December 31, 2022.

This Agreement shall continue in full force and effect from January 1, 2020 until

A. 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 Michigan AFSCME Council 25, 1034 N. Washington Ave, Lansing MI 48906; if said notice is made of the Employer, it shall be sent to the Director, Human Resources and Labor Relations, 1 S. Main St, Mt. Clemens, MI 48043. Address changes shall be made available to the other party, where applicable.
November 7, 2019
Employee Proposal
AFSCME

Regular Meetings

For the period from January 1, 2020 until December 31, 2022, the parties agree to meet to discuss the following.

- Longevity
- Deferred Contribution Plans
- Deferred Benefit Plans
- Drug Language
- Medical Insurance

Meetings shall be held at a minimum:

- attendance for either the Employer or the Union may be adjusted at any time upon mutual written agreement
- The number of regular employees on active payroll shall not lessen pay for time spent in such meetings, but must notify

These meetings will be attended by three (3) representatives of the Employer and up to three (3) representatives of the Union.

These meetings will be held between the Union and the Employer to discuss the following:

- Regular meetings will be held between the parties.
- Meeting dates will be determined at the time of the meeting.
- The Employer shall provide the Union with a list of dates and times at least fifteen (15) days prior to the meeting.
- The Union shall provide the Employer with a list of dates and times at least fifteen (15) days prior to the meeting.

The parties shall meet at a minimum:

- attendance for either the Employer or the Union may be adjusted at any time upon mutual written agreement
- The number of regular employees on active payroll shall not lessen pay for time spent in such meetings, but must notify

These meetings will be attended by three (3) representatives of the Employer and up to three (3) representatives of the Union.

The Employer shall provide the Union with a list of dates and times at least fifteen (15) days prior to the meeting.

The Union shall provide the Employer with a list of dates and times at least fifteen (15) days prior to the meeting.
Regular work schedule (Up to and including Fridays until all students are picked-up):

- Itemize (as appropriate) time and one half for all time spent beyond that.
- Itemize time/compensatory time, etc.
-avorite PTO/PTO sick days.

In the event of an employee's absence:

- Duct to be docked for that day and subject to disciplinary action.
- Confer with the main office of the RGC.
- Seque from the employee's accumulated PTO/sick bank (if available).

In the event of a building close or the employee's weather, the employee shall be paid for up to

- Elect to be docked for that day and subject to disciplinary action.
- Confer with the building's principal and request approval of an alternative site.
- Work in the main office of the RGC.
- Seque from the employee's accumulated PTO/sick bank (if available).

5. NEW LANGUAGE BUILDING CLOSURE

The Union reserves the right to delete from, add to, modify, and reverse these proposals.

Date: 11/05/2019

Proposal
Macomb County
Local 411

[Signature]

[Date: 11/05/2019]