

SUMMARY OF TENTATIVE AGREEMENT PROPOSALS

- **WAGES** – 2% wage increase for everyone on the PTA salary schedule (new wage schedule).

For all classifications not on the PTA salary schedule (old wage schedule) \$1000 one-time jump sum payment the second pay period of January for each year of the contract for full-time and \$250 for part-time.

If a classification moves from the old wage schedule to the new wage schedule over the life of the contract it will move onto the next highest increment on the new pay schedule at the beginning of the following year.

The decreased salaries listed as proposed do not apply to current employees, however, if a current employee applies for one of those positions, they will be paid the lower proposed salary.

- **CHANGE OF ADDRESS/NAME CHANGE** – You must notify the county when you change your address or name

- **REPRESENTATION, OFFICERS, AND BARGAINING COMMITTEE** – updated to reflect changes

- **ARTICLE 9 – DISCIPLINE** – No real change. Language states employees must petition to remove discipline after the 2 year and/or the 4 year removal dates

- **ARTICLE 13 – BEREAVEMENT** – B. Friend added, family member other than those listed in section A. of this article added C. 4 hours of leave added to attend a funeral when a fellow employee within the same department

- **ARTICLE 15 – LEAVE OF ABSENCE** – states the county will use compensatory time first and then PTO for a personal leave and

- **ARTICLE 16 – INSURANCE BENEFITS** – Clarifies the maximum amount for life insurance. This is not a change. It is a clarification. Removes language stating if you take a job after you retire with health insurance you must give up the counties retiree health care. A win.

- **ARTICLE 17 – RETIREMENT SYSTEM** – Change from highest consecutive years to highest consecutive pay periods for final average computations for retirement. This is a positive change. Spoke to our retirement specialists before agreeing to this change. It helps those who retire mid-term and may have worked a lot of overtime in the last part of a year. Also states no one can retire with a higher straight life pension benefit than their base salary. We do not have anyone who exceeds their base salary in the county. A win.

- **ARTICLE 24 – SENIORITY** – Gives the union a space in the Administration Building on New Employee Orientation Days to address them about joining the union.

- 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, VOLUNTARY DEMOTION AND LATERAL TRANSFERS. New language added in #6.
- ARTICLE 28 – describes mileage reimbursement
- COMMUNITY MENTAL HEALTH – LETTER OF AGREEMENT – A. removed (located in other areas of the contract), 1. On-call changed to daily pay and compensatory changed to time earned. Language states if a person is 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 hourly salary for hours worked on stated holidays. Wins
- CALCULATION OF HOURLY BASE RATE – Establishes how the employer will calculate hourly increases in pay going forward
- PANEL OF ARBITRATORS – List of arbitrators who will be utilized
- UNION RELEASE TIME FOR THE PRESIDENT- Reduced to half time.
- TERMINATION OR MODIFICATION- Three year contract
- REGULAR MEETING – Employer will meet with the union, as stated for these issues over the next three years
- HEADSTART -
- 1. Establishes building closure choices
- 2. Gives three (3) days paid for building closures

DURATION & WAGES

Duration:

January 1, 2020 through December 31, 2022

Wages*:

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

*Illustrative. A 2% increase will be added to each step of the Professional Technical Administrative (PTA) Salary Schedule.

For purposes of hourly computation, annual salary will be divided by 260 working days per year regardless of the number of working days in any particular year.

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

Per the Letter of Understanding regarding Release Time of the Union President, the AFSCME Union President will have paid full-time release for the first year of the contract and will be paid one half (1/2) time release for years 2 and 3 of the contract.

Employer Proposal
AFSCME 411
November 5, 2019

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11/5/19
OC

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OC

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11-5-19

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TH 8/11-5-19

11/5/19

Current Job Title	Proposed Job Title	Pay Grade	Department	Current Pay Range Maximum	Proposed Pay Range Maximum	2019 Status	2019 Red	2020 with 2%	2020 Status	2020 Red	2021 with 2%	2021 Status	2021 Red	2022 with 2%	2022 Status	2022 Red
LEGISLATIVE ASSISTANT	LEGISLATIVE ASSISTANT	8	BOARD OF COMMISSIONERS	55,982.63	54,526.31	Red Circled	1	55,616.84	Green	0	58,729.17	Green	0	57,863.76	Green	0
REIMBURSEMENT ASSISTANT	OFFICE ASSISTANT SENIOR	5	CIRCUIT COURT	40,301.86	38,980.19	Red Circled	1	39,759.79	Red Circled	1	40,554.99	Green	0	41,366.09	Green	0
MENTAL HEALTH WORKER III	MENTAL HEALTH WORKER	4	COMMUNITY MENTAL HEALTH	39,531.37	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Green	0
SPECIALIST I	SPECIALIST I	5	COMMUNITY MENTAL HEALTH	45,530.62	38,980.19	Red Circled	1	39,759.79	Red Circled	1	40,554.99	Red Circled	1	41,366.09	Red Circled	1
SPECIALIST II	SPECIALIST II	6	COMMUNITY MENTAL HEALTH	51,446.28	44,550.18	Red Circled	1	45,410.59	Red Circled	1	46,318.79	Red Circled	1	47,245.17	Red Circled	1
CASE MANAGER II	CASE MANAGER	7	COMMUNITY MENTAL HEALTH	51,446.28	47,515.44	Red Circled	1	48,465.75	Red Circled	1	49,435.08	Red Circled	1	50,423.77	Red Circled	1
CASE MANAGER III																
SENIOR ELECTIONS SPECIALIST	ELECTION SPECIALIST	6	COUNTY CLERK	51,446.28	44,520.18	Red Circled	1	45,410.59	Red Circled	1	48,318.90	Red Circled	1	47,245.17	Red Circled	1
ELECTION SPECIALIST	OFFICE ASSISTANT SENIOR	5	COUNTY CLERK	43,361.30	38,980.19	Red Circled	1	38,759.79	Red Circled	1	40,554.99	Red Circled	1	41,366.09	Red Circled	1
EMERGENCY SERVICES AIDE	EMERGENCY SERVICES AIDE	4	EMERGENCY MANAGEMENT	40,301.86	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Red Circled	1
EMERGENCY SERVICES AIDE	EMERGENCY SERVICES AIDE	4	EMERGENCY MANAGEMENT	40,301.86	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Red Circled	1
CUSTODIAN III	CUSTODIAN	3	FACILITIES AND OPERATIONS	35,660.46	33,233.42	Red Circled	1	33,988.09	Red Circled	1	34,576.08	Red Circled	1	35,267.58	Red Circled	1
CUSTODIAN/GROUNDKEEPER	CUSTODIAN/GROUNDKEEPER	3	FACILITIES AND OPERATIONS	37,460.85	33,233.42	Red Circled	1	33,988.09	Red Circled	1	34,576.08	Red Circled	1	35,267.58	Red Circled	1
HISTORICAL RECORDS CLERK	HISTORICAL RECORDS CLERK	4	FACILITIES AND OPERATIONS	38,394.57	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Green	0	39,515.23	Green	0
WASTEWATER SERVICES SPECIALIST	WASTEWATER SERVICES SPECIALIST	6	PUBLIC WORKS	47,809.58	44,520.18	Red Circled	1	45,410.59	Red Circled	1	48,318.90	Red Circled	1	47,245.17	Red Circled	1
WASTEWATER SERVICES SPECIALIST	WASTEWATER SERVICES SPECIALIST	6	PUBLIC WORKS	51,446.28	47,515.44	Red Circled	1	48,465.75	Red Circled	1	49,435.08	Red Circled	1	50,423.77	Red Circled	1
INSPECTOR	LABORER	7	PUBLIC WORKS	49,768.36	47,515.44	Red Circled	1	48,465.75	Red Circled	1	49,435.08	Red Circled	1	50,423.77	Green	0
WASTEWATER OPERATOR	WASTEWATER FIELD OPERATOR	7	PUBLIC WORKS	50,204.00	47,515.44	Red Circled	1	48,465.75	Red Circled	1	49,435.08	Red Circled	1	50,423.77	Green	0
WASTEWATER FIELD OPERATOR	WASTEWATER FIELD OPERATOR	7	PUBLIC WORKS	49,768.36	47,515.44	Red Circled	1	48,465.75	Red Circled	1	49,435.08	Red Circled	1	50,423.77	Green	0
INVENTORY & DELIVERY CLERK	INVENTORY & DELIVERY CLERK	4	PURCHASING	39,531.37	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Green	0
PRINTING & GRAPHICS SPECIALIST	PRINTING AND GRAPHICS SPECIALIST	4	PURCHASING	39,531.37	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Green	0
WAREHOUSE SERVICES ASSISTANT	WAREHOUSE SERVICES ASSISTANT	4	PURCHASING	43,361.30	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Green	0
WAREHOUSE SERVICES ASSISTANT	WAREHOUSE SERVICES ASSISTANT	4	PURCHASING	43,361.30	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Green	0
TELEPHONE OPERATOR	TELEPHONE OPERATOR	3	SHERIFF	34,531.11	33,233.42	Red Circled	1	33,988.09	Red Circled	1	34,576.08	Green	0	35,267.58	Green	0
INVESTMENT ASSISTANT	INVESTMENT ASSISTANT	6	TREASURER	47,809.58	44,520.18	Red Circled	1	45,410.59	Red Circled	1	48,318.90	Red Circled	1	47,245.17	Red Circled	1
DRAFTSPERSON TECHNICAL WRITER	DRAFTSPERSON TECHNICAL WRITER	7	TREASURER	47,809.58	47,515.44	Red Circled	1	48,465.75	Green	0	49,435.08	Green	0	50,423.77	Green	0
COURT RECORDER	COURT RECORDER	5	COURT - II NEW BALTIMORE	41,366.09	38,980.19	Red Circled	1	39,759.79	Red Circled	1	40,554.99	Red Circled	1	41,366.09	Red Circled	1
INSTALLER	INSTALLER	4	PUBLIC WORKS	39,531.37	37,236.08	Red Circled	1	37,980.80	Red Circled	1	38,740.42	Red Circled	1	39,515.23	Green	0
SENIOR COURT CLERK	SENIOR COURT CLERK	5	DISTRICT COURT	40,804.27	38,980.19	Red Circled	1	39,759.79	Red Circled	1	40,554.99	Red Circled	1	41,366.09	Green	0
CASHIER # 4504	OFFICE ASSISTANT SENIOR		AFSCME Local 411													
CASHIER # 4504	OFFICE ASSISTANT SENIOR		AFSCME Local 411													
CASHIER # 4504	OFFICE ASSISTANT SENIOR		AFSCME Local 411													
CASHIER	OFFICE ASSISTANT SENIOR		AFSCME Local 411													

* For illustrative purposes entire schedule will be reviewed.

11-5-19

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EMPLOYER PROPOSAL
November 5, 2019
Time: 6:30 p.m.

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 *[Signature]*

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

Upon request, the County will furnish the Names and Addresses of all Employees covered by this Agreement to the Local Union. The Local Union shall appoint one Local Officer authorized to make the request. Requests are limited to one request per calendar quarter.

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

CHANGE OF NAME/ADDRESS

ARTICLE XX

AFSCME
Employer Proposal
October 17, 2019

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Singer
11-5-19

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TH
JLB
CA
Kimmerling

AFSCME LOCAL 411
MACOMB COUNTY
UNION PROPOSALS
DATE: 10-17-19

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

ARTICLE 3:

REPRESENTATION, OFFICERS, STEWARDS, AND BARGAINING
COMMITTEE

C. Each District shall be represented by one (1) Steward as follows:

DISTRICT 2: Sheriff Department, Health Department (including Animal Shelter)

DISTRICT 3: Court Building, County Building Clericals, Administration Building

~~DISTRICT 4 - ELIMINATE~~ Animal Shelter

DISTRICT 7 - Community Mental Health Employees, ~~except Clericals~~

DISTRICT 8 - Pumping Station, Public Works

~~DISTRICT 9 - ELIMINATE~~

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5. Records in Personnel Files:

1. Where disciplinary action has been put in writing, a copy shall become part of the employee's personnel file.

2. Any record of disciplinary action shall remain in the employee's personnel file. If after two (2) years from the date of discipline there have been no further incidents of a similar nature, the employee may request in writing for the Employer to remove the discipline from the personnel file. If the employee has not violated paragraph 3 below, the employer will remove such discipline from the employee's personnel file. When such request has been granted, the discipline shall be kept by the Employer in a separate file and shall be maintained for record keeping purposes only and will not be used in progressive discipline.

3. If, prior to the end of the above two (2) years, the employee is disciplined for a similar incident, the record of the first disciplinary action shall be maintained in the employee's file for an additional two (2) years, or a total of four (4) years. Record(s) of any similar incident(s) which causes subsequent disciplinary action to be imposed shall remain in the employee's personnel file until the previous similar discipline is authorized to be removed pursuant to paragraph 2, above.

4. If a record of discipline is not subject to paragraph 3 above and is older than two (2) years, it will not be relied upon for the purposes of progressive discipline.

5. It is the responsibility of the Employer for removal of 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.

Article 9: Discipline

JB 11/7/19
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11/7/2019

AFSCME
Employer Proposal
November 7, 2019

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11/7/19
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Upon presentation of proof as required by the Employer, such as, but not limited to, newspaper death or obituary notices, the following Bereavement Leave Policy shall apply:

- A. **The A full-time Employee** may elect to take up to three (3) days off with pay due to a death in the Employee's family as follows: 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.

- B. The Employee may elect to take up to three (3) bereavement leave days chargeable to Sick Leave or Paid Time Off due to the death of an in-the Employee's friend or family member, other than those listed in section A of this article, as follows: mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, niece or nephews:

- C. Full-time employees are permitted to take up to four (4) hours of bereavement leave with pay to attend the funeral of 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/County.

Applicable to Paragraph B-C only:

All Bereavement Leave requests are subject to prior approval by the Employer and shall not be unreasonably withheld or denied.

BEREAVEMENT LEAVE

ARTICLE 13

AFSCME
Employer Proposal
November 5, 2019

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11-5-19
November 5, 2019*

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- n. An approved Personal Leave shall not exceed 6 months.
- o. An employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the employee is on said Personal Leave without pay.
- p. 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 15, Insurance Benefits.
- q. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Personal Leave.
- r. 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 24, Seniority and termination of employment.

1. Compensatory time
2. Paid time off

- j. An employee may be eligible for a Personal Leave upon completion of 12 months of service from their date of hire.
- k. 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.
- l. All requests for a Personal Leave must be submitted at least thirty (30) days prior to the effective date of the Personal Leave.
- m. While on an approved Personal Leave, an employee must exhaust **paid time off in the following sequence: compensatory time and paid time off.**

- 1. Personal Leave
- 2. Medical Leave for Employee and/or Family
- 3. Military
- B. Provisions:

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

LEAVE OF ABSENCE
ARTICLE 15

AFSCME
 Employer Proposal
 November 5, 2019
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JR 11/5/19
J.

3. Medical Leave for Employee and/or Family:

a. An employee may be eligible for a Medical Leave upon completion of 6 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 **paid time off in the following sequence:** ~~compensatory time and Sick Leave time.~~

1. Compensatory time
2. 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 credited service for retirement 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 16, 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 24, Seniority and termination of employment.

3. Military:

g. 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.

h. 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. Employees absent under USERRA should provide the County with a copy of his/her military orders.

i. 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.

6. 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.

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.
2. Dependent Eligibility: 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. Supporting documentation must be provided to the Human Resources and Labor Relations Department as necessary.
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.
- B. Insurance Benefits: Full-time employees (including DROP participants) may elect to cover their current spouse on Macomb County's medical, prescription drug, dental and vision plans.

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

Based on the above language, an employee exercising their ability to purchase the maximum life insurance benefit of \$325,000 would then have a total life insurance benefit of \$375,000.

- a. 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 **\$325,000** 375,000. Rates and conditions shall be those established by the insurance carrier.
1. Full-time Employees (including DROP Participants):

A. Life Insurance:

INSURANCE BENEFITS

ARTICLE 16

Employer Proposal
AFSCME Local 411
October 10, 2019

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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. 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. 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 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.

c. Coverage shall be limited to the spouse of the retiree, at the time of retirement or DROP.

d. 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 spouse receives applicable retirement benefits following the death of the retiree.

2. 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 for the employee's spouse in retirement.

3. All employees who retire or DROP after November 1, 2013, will have the medical and prescription drug plan as outlined in Appendix — Post November 1, 2013 Retirees, until they are Medicare eligible, subject to the limitations and provisions of D.2. and D.4. of this Article. 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. 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 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 spouse as defined in D.1.a.

6. ~~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:~~

67. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and eligible 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.

78. 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 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 — Active Employees Dental Benefits, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are a claimable dependent.

Employer Proposal
AFSCME 411
November 5, 2019

ARTICLE 17

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 states 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 February 27, 2009, the employee's contribution to the retirement system is three and five tenths percent (3.5%) of his/her compensation.

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

2. County Pension Maximum: For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the County pension shall not exceed sixty-five percent (65%) of 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 February 27, 2009, the pension multiplier is two and four tenths percent (2.4%) for the first twenty-six (26) years of credited service and one percent (1%) for each year of credited service thereafter.

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

4. Final Average Compensation Formula: For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's one hundred and four (104) highest consecutive pay periods years of compensation out of the last two hundred and sixty (260) pay periods 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 one hundred and thirty (130) five (5) highest consecutive pay periods years of compensation out of the last two hundred and sixty (260) pay periods ten (10) years of service.

5. Pension Calculation: For any employee hired on or before December 31, 2001, or who is vested

7.

Retroactive Effect: Notwithstanding the provisions 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.

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

- 1. Attained age 60 years and has 15 or more years of credited service; or
 - 2. Attained the age of 55 with 25 years of credited 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 8 or more years of credited service; or
 - 2. Attained the age of 55 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 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.
- a. For employees hired on or before December 31, 2001, or who is vested as of February 27, 2009, who meets the following criteria may retire upon his/her written application filed with the Retirement Commission:

6. Eligibility:

Effective January 1, 2020 in no case shall the Straight Life pension benefit for a bargaining unit member under this contract exceed 100% of the employee's base salary at the time of retirement. Such limitation shall be applied to a bargaining unit member's straight life benefit calculation prior to an applicable actuarial adjustment, if any, for the member's selection of an optional form of benefit or the annuity withdrawal option and shall also apply to the member's DROP benefit.

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.

as of February 27, 2009, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.4% of the employee's final average compensation for the first twenty-six (26) years of credited service and one percent (1%) for each year of credited service thereafter.

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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 the Macomb County Employees' Retirement Ordinance shall be allowed to purchase said credits through payroll deduction.

If a member chooses the payroll deduction option, the cost of such credit shall be computed as provided in the aforementioned Ordinance.

10. Option D: A retiree shall have the option of selecting survivor's benefits in conjunction with the retirement option described in 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 the Ordinance.

11. Pop Up Option: A retiree may elect this option in combination with Option A or B of the Ordinance. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retiree and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retiree, 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 retiree and his/her beneficiary. Upon the death of the beneficiary, the retiree will receive a retirement allowance equal to one hundred percent of the amount specified by the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retiree. The reduced retirement allowance payable during the joint lifetime of the retiree 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 the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retiree 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 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 the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.

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

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 the Macomb County Employees' Retirement System Ordinance in the same manner as if he/she

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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/her 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 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 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 the Macomb County Employees' Retirement Ordinance and (3) nominated his/her spouse as beneficiary.

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

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

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

6. 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 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.

7. 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.

8. 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.

9. 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.

10. Employees shall have the following schedule as it relates to vesting for the Employer contributions:

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%

By

T/17 11-5-19

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A. 8. The Union shall be allowed to attend all NEW EMPLOYEE ORIENTATIONS. The Union shall be provided a table within the orientation room and given ample time to introduce the Union to new employees and answer questions from new employee in regards to Union membership, fees and related information. New Employees shall have the opportunity to sign up for dues that will be automatically deducted from their payroll check one (1) time per month after their probationary time (90 days) have passed.

A.8. NEW EMPLOYEE ORIENTATION - The Union shall be provided space within the Administration Building to address on New Employee Orientation Days to address new employees. The Employer will inform/direct new employees to the Union contact area.

ARTICLE 24
SENIORITY

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

AFSCME LOCAL 411
MACOMB COUNTY
UNION PROPOSALS
DATE: 11-05-2019

TH
ADC
11/13/19

ABP
T/A 11-8-19

A. DEFINITIONS:

1. 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.

2. 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.

3. 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 job openings for a minimum of ~~ten (10)~~ **five (5)** working days. Entry-level openings as defined in Appendix B will not be subject to the requirements of Article 25, 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 to all interested applicants for ~~ten (10)~~ **five (5)** working days.

2. The posting will include the following information: The job classification, department, 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.

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

5. 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.

JOB OPENINGS

ARTICLE 25

Employer Proposal
AFSCME Local 411
November 5, 2019

Handwritten notes: T/A 11/5/19, KW, JH

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~~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 11 members seeking the promotion, then other applicants shall be given consideration.~~

~~2. Promotion: Promotions to a higher classification shall be based on qualifications. Posted qualifications being equal, seniority shall prevail.~~

~~3. 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.~~

~~4. Voluntary Demotion: Voluntary demotions to a lower classification shall be based on qualifications. Posted qualifications being equal, seniority shall prevail.~~

~~5. 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.~~

6 Employees being selected for job openings shall be based on posted qualifications. All posted qualifications being equal, seniority and job performance shall prevail. Job performance encompasses discipline and attendance record, licensures and certifications, and other related performance metrics. *A.S.M. JOE*

6 Z. 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.

ARTICLE 28

MILEAGE

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, is requested:

Mileage reimbursement must be authorized in advance by the Department Head or designee and in accordance with County and Department Policy.

~~10/10/19~~

MS 10/10/19

MR 10/10/19

10/10/19

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10/10/19

TA 11/7/19
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JB

A. **COMMUNITY MENTAL HEALTH:**

1. **Layoff and Recall:**

a. When employees are laid off due to a reduction in the work force, such employees may bump the least senior employee in an equal or lower salary coded classification within the represented department under the following condition:

Employees may petition for inclusion on additional seniority lists of any classification with a salary code equal to or lower than the classification they occupy. Approval for such a petition shall be based on the employee's demonstrated ability to meet the minimum qualifications for that classification.

b. In the event that an employee is eligible for recall to a lower salaried classification and given a vacancy in such a classification, that employee will have the right of "first refusal" to that position. In the event that the employee does not wish to return to work in a lower salaried classification, he/she may refuse recall to the position. Such a refusal shall not constitute forfeiture of seniority rights or recall rights.

In the event an employee agrees to return to work in a lower salaried classification, he/she shall maintain recall rights to his/her previous or an equal salary coded classification for which he/she qualifies. These rights shall be forfeited only as defined in the Master Agreement.

2. **Compensatory Time:**

Professional employees (Pay Grade 19 and above) in the Community Mental Health Department will not be compensated for work in excess of their normal work schedule, but when such work is necessary to cover a program or meet emergency needs, the following policy shall apply:

Policy:

Employees in Pay Grade 19 and above will receive compensatory time in lieu of overtime which will be earned at the rate of straight time for time worked between 37.5 and 40 hours per week. For time actually worked in excess of 40 hours per week, compensatory time will be earned at the rate of time and one half.

In complying with the criteria set forth in the Fair Labor Standard Act, time worked up to 37.5 hours must be hours accumulated in actual work performance. Time may not be supplemented with any hours away from actual work such as sick time, holidays, Paid Time Off or compensatory time use.

Appendix C

AFSCME
Employer Proposal
November 7, 2019

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PC
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