



# BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor  
Mount Clemens, Michigan 48043  
586-469-5125 FAX 586-469-5993  
macombcountymi.gov/boardofcommissioners

## BOARD OF COMMISSIONERS

### REGULAR SESSION WITH A SPECIAL AGENDA

THURSDAY, JANUARY 15, 2009, 9 A.M.

#### SPECIAL AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of Agenda, **AS AMENDED, TO INCLUDE #7C, D, E AND F AND #8B**
5. Public Participation
6. Layoff Schedules (informational purposes) (mailed)
7. **Personnel Issues:**
  - a) Review and Consider Outplacement Services for Laid-Off Employees (informational purposes) (mailed)
  - b) Healthcare Options for Laid-Off Employees (informational purposes) (mailed and attached)
  - c) Discussion of Healthcare RFP's (informational purposes) (attached)
  - d) Waive Hiring Freeze for Two Vacant Budgeted Co-op Positions in Treasurer's Office (informational purposes) (attached)
  - e) Discussion Re: Purchase of Hazardous Material Storage Shed (informational purposes) (attached)
  - f) Review of Joint Operating Agreement for Martha T. Berry (informational purposes) (attached)

#### MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1  
Marvin E. Sauger - District 2  
Phillip A. DiMaria - District 3  
Toni Mocerri - District 4  
Susan L. Doherty - District 5

Sue Rocco - District 7  
David Flynn - District 8  
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Paul Gielegem  
District 19  
Chairman

Ed Bruley - District 17  
Dana Campbous-Peterson - District 18  
Irene M. Kepler - District 21  
Frank Aceavini Jr. - District 22

Kathy Tocco  
District 20  
Vice Chair

Joan Flynn  
District 6  
Sergeant-At-Arms

William A. Crouchman - District 23  
Michael A. Boyle - District 24  
Kathy D. Vosburg - District 25  
Jeffery S. Sprys - District 26

**8. Adoption of Resolutions:**

- a) Commending Matthew McCormick – Eagle Scout (offered by Sprys)
- b) Commending Dr. James Thompson – 42<sup>nd</sup> Anniversary with North Broadway Church of Christ (offered by Bruley)

9. New Business

10. Public Participation

11. Roll Call

12. Adjournment

6.

DEPT	FEBRUARY		SAVINGS
	NO.	POSITION	
BD OF COMMISSIONERS			
PUBLIC AFFAIRS			
CIRCUIT COURT		REDUCE OPERATING	\$2,600
	2	REDUCE APPORPRIATION	\$140,000
42ND DIST COURT DIV I		INCREASE REVENUE	\$1,000
DIST COURT PROB			
PROBATE COURT WILLS	1	TYPIST CLERK II	\$52,384
INFORMATION TECHNOLOGY	1	CLIENT SUPPORT ANALYST	\$90,194
	1	CLIENT SUPPORT TECH	\$67,385
REIMBURSEMENT	1	ACCOUNT CLERK	\$50,652
FINANCE	1	SR ACCOUNTANT	\$92,201
HUMAN RESOURCES	1	ACCT CLERK II	\$55,515
PROS ATTORNEY		(1)	\$16,067
	1	REDUCE APPORPRIATION	\$61,000
PURCHASING			
FACILITIES & OPERATIONS	2	HOUSEKEEPERS	\$105,166
SHERIFF	3	REDUCE APPORPRIATION	\$255,000
MSUE	0.5	EDUCATOR I	\$18,807
	0.5	ACCOUNT CLERK I/II	\$13,564

DEPT	FEBRUARY		
	NO.	POSITION	SAVINGS
PLANNING			
JJC (50%)	1	SECTION AIDE	\$30,294
YOUTH HOME BUILDING (50%)			
HEALTH DEPT	TBD		\$77,878
	TBD		\$77,878
CMH		REDUCE CONTRIBUTION	\$55,000
CMH FORENSIC EVALUATION			
SENIOR CITIZENS			
VEHICLE PURCHASES		REDUCE APPROPRIATION	\$16,500
MCCSA		INCREASE GRANT REV & USE OF LAPSED FUNDS	\$57,638
TOTAL	16		<u>\$1,336,723</u>
LESS EST. UNEMPLOYMENT			<u>-\$150,400</u>
GROSS SAVINGS			\$1,186,323
FY 09 SAVINGS REDUCTION DUE TO DELAYED IMPLEMENTATION			<u>-\$160,407</u>
NET SAVINGS			<u><u>\$1,025,917</u></u>

(1) ESTIMATED SAVINGS BY NOT FILLING FUTURE VACANCIES

(2) TRANSFER COST TO NEIGHBORHOOD STABILIZATION PROGRAM GRANT

DEPT	MARCH		SAVINGS
	NO.	POSITION	
BD OF COMMISSIONERS		SR SEC TO BOC	\$69,167
PUBLIC AFFAIRS			
CIRCUIT COURT		REDUCE OPERATING	\$2,600
	2	REDUCE APPORPRIATIO	\$140,000
42ND DIST COURT DIV I		INCREASE REVENUE	\$1,000
DIST COURT PROB			
PROBATE COURT WILLS			
INFORMATION TECHNOLOGY			
REIMBURSEMENT			
FINANCE	1	SR ACCOUNTANT	\$92,201
HUMAN RESOURCES			
PROS ATTORNEY		(1)	\$16,067
	1	REDUCE APPORPRIATIO	\$61,000
PURCHASING	1	MICROFILM OP	\$53,537
FACILITIES & OPERATIONS	2	HOUSEKEEPERS	\$105,166
SHERIFF	3	REDUCE APPORPRIATIO	\$255,000
MSUE	0.5	COORDINATOR I	\$46,404
	0.5	EDUCATOR I	\$36,604

DEPT	MARCH		SAVINGS
	NO.	POSITION	
PLANNING			
JJC (50%)	1	COOK	\$29,579
YOUTH HOME BUILDING (50%)			
HEALTH DEPT	TBD		\$77,878
	TBD		\$77,878
CMH		REDUCE CONTRIBUTION	\$55,000
CMH FORENSIC EVALUATION			
SENIOR CITIZENS	1	MANAGING ATTORNEY	\$99,935
VEHICLE PURCHASES		REDUCE APPROPRIATION	\$16,500
MCCSA		INCREASE GRANT REV & USE OF LAPSED FUNDS	\$57,638
TOTAL	13		\$1,293,155
LESS EST. UNEMPLOYMENT			<u>-\$122,200</u>
GROSS SAVINGS			\$1,170,955
FY 09 SAVINGS REDUCTION DUE TO DELYED IMPEMNTATION			<u>-\$206,905</u>
NET SAVINGS			<u><u>\$964,050</u></u>

(1) ESTIMATED SAVINGS BY NOT FILLING FUTURE VACANCIES

(2) TRANSFER COST TO NEIGHBORHOOD STABILIZATION PROGRAM GRANT

# **RECYCLABLE PAPER**

7a.

RESOLUTION NO. \_\_\_\_\_

FULL BOARD MEETING DATE: \_\_\_\_\_

AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Review and Consider Outplacement Services for Laid-Off Employees

INTRODUCED BY: Chair Paul Gielegem

Board of Commissioners

COMMITTEE/MEETING DATE

Special Full Board 01-15-09

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





## Outplacement Services

Introduction: Paul Gielegem, Chair  
Macomb County Board of Commissioners

Audience: Elected Officials, Department Heads, Division Directors, key Supervisors and Union Representatives

### I. Rapid Response Meeting - Outplacement Services

- a. Michigan Works
  - Filing unemployment claim  
*Unemployment Insurance Agency Representative available at Employee Outplacement Orientation only*
  - Skills Assessment
  - Training / Career Education
  - Resume Maker
  - Job Search Resources
  - Veteran's Services
- b. MSU Extension
  - Financial Planning
  - Foreclosure Prevention
- c. Senior Citizens Services - dedicated advocate to assist with
  - Low cost/no cost prescription assistance
  - Dental discount cards
  - Obtaining diabetic supplies
  - Medicaid/MI Child applications
  - Social Security/Medicare on-line application (if eligible)
  - Emergency food assistance
  - Telephone referrals as needed over the next several months without regard to age
- d. Risk Management
  - Individual health plans / costs as offered by HAP
  - Individual health plans / costs as offered by BCBSM
  - COBRA
- e. Community Mental Health  
Overview of resources available at the Crisis Center

## II. Human Resources

a. Lay-off notice to employee/schedule lay-off meeting

b. Lay-off meeting

Employee scheduled to attend both the Outplacement Services Orientation and a retirement estimate/exit interview with a HR Retirement Representative.

c. Coordination with agencies

Since many of these agencies are currently experiencing a high demand for these services, Human Resources will make available PC's, printers and informal career counseling in our office. PC's will be connected to Michigan Works and HR staff will receive basic navigation training. Human Resources will also coordinate meetings and assist the laid-off employee by directing them to various agencies for issue resolution.

**Presentation by Risk Management on rolling over a Macomb County health care plan into a BCBSM or HAP private plan.**

BCBSM (internet review at BCBSM.com)

- 3 basic plans for a private insurance option
- area rated by the Michigan Insurance Commission
- "Best Plan Option"
  - Value Blue Plan \$1000/\$2000 deductible & discount prescription services; Costs vary from \$125 individual plans to \$265 for family plans

HAP (internet review at hap.org)

- 12 online plans for a private insurance option
- individual rated based on personal health care situation
- Cost vary according to individual's health

Senior Citizen's Department

- Low cost/no cost prescription services

**Human Resources interaction after the layoff**

- use of PC's in HR to log into Michigan Works, the unemployment office & other employment sites
- basic assistance from HR on internet navigation
- assistance in resume & letter writing
- waiver of parking structure fees
- follow-up referrals and conversations with laid off employees to ensure they are receiving benefits as requested



# RISK MANAGEMENT & SAFETY

1 S. Main St., 8th Floor  
Mount Clemens, Michigan 48043  
586-469-6349 FAX 586-469-7902

John P. Anderson, Esq.  
Director

## MEMORANDUM

TO: Paul Gielegem, Chairman  
Board of Commissioners

FROM: John P. Anderson, Esq. *JA*  
Director, Risk Management & Safety

DATE: January 14, 2009

SUBJECT: **Healthcare Options for Laid-Off Macomb County Employees**

Below are some potential options to consider related to laid-off employees healthcare continuation:

### OPTION #1

Currently when an employee is laid-off, they have the option of purchasing their current healthcare under COBRA. COBRA can be cost prohibitive to most unemployed workers. See attached rate schedule.

### OPTION #2

Employee may purchase a value priced health plan. "Value Blue" is a product from Blue Cross & Blue Shield of Michigan (BCBS). The premium on their product ranges from \$126.33 - \$171.70 per month for single coverage to \$265.20 - \$360.55 per month for family coverage. A prescription drug discount plan, Affinity Rx, similar to the plan offered by Senior Services is included.

For laid-off employees ages 18-30, who want single coverage, BCBS offers "Young Adult Blue". This plan costs \$47.14 per month for the PPO and \$54.00 for Traditional. This plan also includes the Affinity Rx discount prescription drug program. See attached information. These plans can also be viewed on the internet at BCBSM.COM. Angela Willis, Director of Senior Services would be willing to assist laid-off employees sign up for the prescription drug discount plan she administers. The BCBS plans are rated for the Southeast Michigan area and are not individually rated.

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HAP also has 12 healthcare plans designs for individuals. These plans are rated on an individual basis and require an application in order to get pricing. These plans can be viewed on the internet at HAP.ORG.

**OPTION #3**

The County may decide to assist laid-off employees by paying for a value priced plan. Based on the "Value Blue" plan here is the cost to the County for 1 month, 3 month and 6 month intervals for 20 laid-off employees:

**1 month** of County paid premium costs:  
(A blend of 10 Single and 10 Family contracts)

\$3,915.30 - \$5,322.50 per month.

**3 months** of County paid premium costs:  
(A blend of 10 Single and 10 Family contracts)

\$11,745.90 - \$15,967.50

**6 months** of County paid premium costs:  
(A blend of 10 single and 10 Family contracts)

\$23,491.80 - \$31,935.00

## COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and the Omnibus Budget Reconciliation Act of 1989 (OBRA) require employers to continue **medical, dental, and vision** coverage for all eligible employees and dependents for up to 18, 29, or 36 months following certain events. The purpose of this continuation of coverage is to ensure access to health coverage for employees who would otherwise lose group coverage under specified circumstances called "qualifying events."

Under COBRA, laid off Macomb County employees can elect to continue their current healthcare plans. Below are the rates the employee would be charged.

### COBRA

#### COBRA MEDICAL

#### COBRA DENTAL COBRA VISION

	BC TRAD	BC PPO	BCN	HAP	DD	GD	BC	BCN	SVS
1 Pers	\$572.79	\$540.79	\$454.74	\$446.79	\$32.93	\$20.40	\$8.56	\$13.64	\$2.75
2 Pers	\$1,288.76	\$1,216.75	\$1,077.74	\$1,058.81	\$59.50	\$37.74	\$19.26	\$30.68	\$5.30
Family	\$1,546.58	\$1,460.19	\$1,218.72	\$1,197.28	\$95.40	\$54.41	\$23.10	\$36.82	\$8.07
FC	\$286.44	\$270.42					\$4.29		
SD	\$730.15	\$757.10	\$0.00	\$0.00					

# Value Blue

Whether you're self-employed or starting a family, this plan offers basic health care coverage that gives good value to ensure you and your family are covered when you need it.

- Low monthly premiums with higher out-of-pocket costs
- Affordable copays
- Prescription drug discounts through the Affinity Rx discount drug program



Value Blue<sup>SM</sup>

# MyBlue



# Value Blue

Benefit Highlights (In-Network)	
<p>Note: Out-of-network (nonparticipating) providers may bill for the difference between BCBSM's approved amount and the provider's charge, even when referred.</p>	
Annual deductible	\$1,000 per individual contract. \$2,000 per family contract (two or more members). Two or more members must meet the family deductible. If the individual deductible has been met, but not the family deductible, we will pay covered services only for that member.
Copays	30% of the BCBSM-approved amount
Annual copay dollar maximum (excludes prescription drug copays)	\$2,500 per individual or family contract (two or more members) combined.
Annual out-of-pocket maximum (includes deductible): The out-of-pocket maximum limits the amount you will be responsible for paying each year. Once the annual out-of-pocket maximum is met, most services are payable at 100% of the BCBSM-approved amount.	\$3,500 per individual contract. \$4,500 per family contract (two or more members).
Lifetime maximum per member	\$5 million
Preventive Services	
Includes: Health maintenance exam, routine laboratory and radiology, fecal occult blood screening, flexible sigmoidoscopy, gynecological exam, childhood immunizations (0 - 18 years), Pap smear screening, prostate specific antigen screening, well baby and well child exams	Not covered
Physician Office Services	
Office visits	Not covered
Outpatient presurgical second opinion consultations	Covered - 70% after deductible
Office consultations	Not covered
Emergency Services	
Medical emergencies and accidental injuries	Covered - 70% after deductible
Diagnostic Services	
Mammography	Covered - 70% after deductible
Laboratory tests, EKGs, diagnostic radiology and X-rays	Covered - 70% after deductible
Maternity Services	
Delivery and newborn exam	Covered - 70% after deductible
Pre and postnatal exams (office visits)	Not covered

Value Blue

## Value Blue

Benefit Highlights (In-Network)	
<b>Inpatient Hospital Care</b>	
Semi-private room: 120 days with 60 day renewal period, BCBSM-approved facility	Covered – 70% after deductible
<b>Surgical Care – Hospital or Outpatient</b>	
Inpatient and outpatient surgical care	Covered – 70% after deductible
<b>Outpatient Services</b>	
Outpatient physical, occupational and speech therapy: 60 consecutive days per condition	Covered – 70% after deductible
<b>Mental Health and Substance Abuse Treatment</b>	
Inpatient mental health: BCBSM-approved facility	Covered – 70% after deductible
Outpatient mental health	Not covered
Substance abuse - inpatient (residential) and outpatient: up to state-mandated benefit, BCBSM-approved facility	Covered – 70% after deductible
<b>Prescription Drugs</b>	
Retail	Not covered. Discounts are available through the Affinity Rx Program.
Mail order	Not covered

**NOTE:** This document is intended to be an easy-to-read summary and reflects in-network benefits only. It is not a contract. Additional limitations and exclusions may apply to covered services. A complete description of benefits is contained in the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the BCBSM-approved amount, less any applicable deductible and/or copay amounts required by the plan. All covered benefits are subject to a pre-existing conditions waiting period, unless noted otherwise. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

# Value Blue Monthly Rates

Individuals and families that don't currently have BCBSM coverage

	PPO	Traditional
One-Person	\$171.70	\$195.14
Two-Person	\$343.39	\$390.30
Family	\$360.55	\$409.81
Dependent Continuation	\$60.09	\$68.30

Individuals and families transferring or converting from a BCBSM employer-sponsored group health plan\* (NOTE: Your group health plan must meet qualifying criteria.)

	PPO	Traditional
One-Person	\$126.33	\$144.20
Two-Person	\$252.66	\$288.40
Family	\$265.29	\$302.83
Dependent Continuation	\$44.22	\$50.47

\* Rates for members who are transferring or who have already transferred from a qualifying BCBSM employer-sponsored health plan will apply for one year and will change in the second year.

NOTE: The rates listed in this section are in effect at the time of printing.

# Young Adult Blue

If you're starting a new career and are no longer eligible to be covered by your parents' insurance, this plan is for you.

- Offered to individuals 18 to 30 years old
- Premiums less than \$48 a month
- Prescription drug discounts through the Affinity Rx discount drug program



Young Adult Blue<sup>SM</sup>

# MyBlue

## Young Adult Blue

<b>Benefit Highlights (In-Network)</b>	
NOTE: Out-of-network (nonparticipating) providers may bill for the difference between BCBSM's approved amount and the provider's charge, even when referred.	
Annual deductible	\$1,000 per individual contract
Copays	30% of the BCBSM-approved amount
Annual copay dollar maximum (excludes prescription drug copays)	\$2,500 per individual contract
Annual out-of-pocket maximum (includes deductible): The out-of-pocket maximum limits the amount you will be responsible for paying each year. Once the annual out-of-pocket maximum is met, most services are payable at 100% of the BCBSM-approved amount.	\$3,500 per individual contract
Lifetime maximum per member	\$5 million
<b>Preventive Services</b>	
Includes: Health maintenance exam, routine laboratory and radiology, fecal occult blood screening, flexible sigmoidoscopy, gynecological exam, childhood immunizations (0 - 18 years), Pap smear screening, prostate specific antigen screening, well baby and well child exams	Not covered
<b>Physician Office Services</b>	
Office visits	Not covered
Outpatient presurgical second opinion consultations	Covered - 70% after deductible
Office consultations	Not covered
<b>Emergency Services</b>	
Medical emergencies and accidental injuries	Covered - 70% after deductible
<b>Diagnostic Services</b>	
Mammography	Covered - 70% after deductible
Laboratory tests, EKGs, diagnostic radiology and X-rays	Covered - 70% after deductible
<b>Maternity Services</b>	
Delivery and newborn exam	Not covered
Pre and postnatal exams (office visits)	Not covered
<b>Inpatient Hospital Care</b>	
Semi-private room 120 days with 60 day renewal period, BCBSM-approved facility	Covered - 70% after deductible
<b>Surgical Care - Hospital or Outpatient</b>	
Inpatient and outpatient surgical care	Covered - 70% after deductible

Young Adult Blue

## Young Adult Blue

Benefit Highlights (In-Network)	
<b>Outpatient Services</b>	
Outpatient physical, occupational and speech therapy: 60 consecutive days per condition	Covered - 70% after deductible
<b>Mental Health and Substance Abuse Treatment</b>	
Inpatient mental health: BCBSM-approved facility	Covered - 70% after deductible
Outpatient mental health	Not covered
Substance abuse - inpatient (residential) and outpatient: up to state-mandated benefit, BCBSM-approved facility	Covered - 70% after deductible
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# Young Adult Blue Monthly Rates

Individuals who don't currently have BCBSM coverage

PPO	Traditional
\$47.14	\$54.00

Individuals transferring or converting from a BCBSM employer-sponsored group health plan\* (NOTE: Your group health plan must meet qualifying criteria.)

PPO	Traditional
\$47.14	\$54.00

\* Rates for members who are transferring or who have already transferred from a qualifying BCBSM employer-sponsored health plan will apply for one year and will change in the second year.

NOTE: The rates listed in this section are in effect at the time of printing.

# **RECYCLABLE PAPER**





7c.

# RISK MANAGEMENT & SAFETY

1 S. Main St., 8th Floor  
Mount Clemens, Michigan 48043  
586-469-6349 FAX 586-469-7902

John P. Anderson, Esq.  
Director

## MEMORANDUM

TO: Paul Gielegem, Chairman  
Board of Commissioners

FROM: John P. Anderson, Esq. *JA*  
Director, Risk Management & Safety

DATE: January 14, 2009

SUBJECT: **Healthcare RFP's**

Previously, the Board of Commissioners authorized Mercer, our benefit consultant, to prepare RFP's for healthcare, pharmacy benefit manager, dental and vision plans. These drafts have been completed and await final review and any additional input. The previous Finance Chairperson deferred to you any potential ad-hoc committee selection related to the RFP process.

I await your determination.

JA/ml

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# **RECYCLABLE PAPER**

RESOLUTION NO. \_\_\_\_\_

FULL BOARD MEETING DATE: \_\_\_\_\_

AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend waiving the hiring freeze for two (2) vacant budgeted

Co-op positions in the Treasurer's Office

\_\_\_\_\_

\_\_\_\_\_

INTRODUCED BY: Chair Paul Gielegem

Board of Commissioners

COMMITTEE/MEETING DATE

Special Full Board     01-15-09

\_\_\_\_\_

\_\_\_\_\_



# HUMAN RESOURCES DEPARTMENT

10 N. Main St., 4th Floor  
Mount Clemens, Michigan 48043  
586-469-5280 Fax 586-469-6974  
macombcountymi.gov

Labor Relations: January 14, 2009  
Eric A. Herppich  
469-7241

Personnel Services:  
Douglas J. Fouty  
469-6126

TO: Chair Paul Gielegem  
Macomb County Board of Commissioners

FROM: Douglas Fouty, Program Director  
Human Resources

RE: Recommend the Waiver of the Hiring Freeze for two (2) Vacant  
Budgeted Co-op Positions in the Treasurer's Office

The Treasurer's Office has budgeted four (4) Co-op positions at \$8.19 per hour for a maximum of 1,000 hours per position, per year. At the present time, there are two (2) Co-op positions vacant out of the four (4) budgeted for 2009.

The Treasurer's Office has requested a waiver of the hiring freeze to fill the two (2) Co-op positions.

DF/mb

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# **RECYCLABLE PAPER**

RESOLUTION NO. \_\_\_\_\_

FULL BOARD MEETING DATE: \_\_\_\_\_

AGENDA ITEM: \_\_\_\_\_

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: To discuss the Sheriff's Office request to purchase a hazardous material storage shed.

Funding is available in forfeiture funds (#22930536) therefore no County general funds will be used. Costs not to exceed \$18,000.00. Forward to the Full Board meeting on January 22, 2009 for action.

INTRODUCED BY: LEC Committee, Chairperson DiMaria

COMMITTEE/MEETING DATE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# MARK A. HACKEL

## OFFICE OF THE SHERIFF

Keri B. Lagerquist  
UNDERSHERIFF

TO: Commissioner Phil DiMaria  
Chairman, LEC Committee

FROM: Mark A. Hackel, Sheriff

DATE: January 14, 2009

RE: Full Board Meeting – January 15, 2009

Please accept this letter as my formal request to be placed on the agenda for Thursday, January 15, 2009, Full Board Meeting for discussion purposes and forwarded to the Full Board Meeting on Thursday, January 22, 2009, for action.

In the past, we have had storage space on the Selfridge Air National Guard Base for hazardous materials. Due to mission changes at the base, non-military use of those areas are no longer permitted. Therefore we are required to purchase a storage "shed" designed for such use. A sole source vendor, U.S. Explosive Storage, has such a "shed". This item would be placed near our facility in a secured area not open to the public. The cost of this, which includes the item, shipping, setup, and electrical hookup should not exceed \$18,000.00. Funding for this will come out of forfeiture funds as this is connected to drug enforcement and will require no County general funds.

Thank you in advance for your consideration in this matter. If you have any questions or concerns regarding this matter please feel free to contact the undersigned or Captain John Roberts.

Respectfully,

Sheriff Mark A. Hackel

/ks

# **RECYCLABLE PAPER**





# Martha T. Berry Medical Care Facility

43533 Elizabeth Road, Mount Clemens, Michigan 48043  
(586) 469-5265 FAX 586-466-7418 www.macombcountymi.gov/marthatberry

Members of the Board of Commissioners  
Attention: Board Chairperson  
9<sup>th</sup> Floor Administration Building  
Mount Clemens, Michigan 48043

January 5, 2009

Josephine Savalle-Dunn, BSN, RN  
Administrator

Governing Board  
Roger Facione  
Penny Hader  
James E. Thompson

Dear Commissioners:

At your October 9<sup>th</sup> meeting of the full Board, you accepted the Finance Committee recommendation to approve the "Blue Print for Change Plan" submitted by our Human Services Board and set county subsidy budget targets for the operation of Martha T. Berry not to exceed \$4 million dollars in 2009 and \$3 million dollars in 2010.

As you know, the centerpiece of the Blue Print for Change document was the negotiation and implementation of the Joint Operating Agreement (JOA) between the three principal stakeholders invested in the operation of Martha T. Berry: the County, the Human Services Board and the four Union Groups representing the staff working at the facility. Through the months of November and December 2008 representatives from the three stakeholders met and finalized a JOA agreement. This JOA agreement has been approved and signed off on by the four Union Groups and our Human Services Board. It now comes to the Board of Commissioners for your approval and signature.

The JOA will serve as a transition document that will guide the transfer of full management operation for the Martha T. Berry Medical Care Facility from the County to the Human Services Board in line with Public Act 280 of 1939 over the next two years. By 2011, our Human Services Board will then continue with the full management operation of the facility, as now occurs in the 35 other counties where county medical care facilities operate.

On behalf of our Human Services Board, I want to publicly thank and recognize the County Staff and Union Groups who were present and participated in each of the three meetings held to finalize the JOA: for the county; the offices of Corporation Counsel, Finance and Human Resources; and for the four employee unions; AFSCME, SEIU, UAW and MNA.

We await your review and approval of the JOA and would be happy to come before the Board to overview its contents.

Sincerely yours,

*Roger Facione*  
Roger Facione, Chairperson  
Macomb County Human Services Board

c.c. Margaret Hader, HSB Vice Chair  
James Thompson, HSB Member  
Cynthia Davis, Interim Director  
Steven Girard, HSB Legal Counsel

## MACOMB COUNTY BOARD OF COMMISSIONERS

William A. Crouchman - District 23, Chairman  
Dana Camphous-Peterson - District 18, Vice-Chair  
Leonard Haggerty - District 21, Sergeant-At-Arms

- |                                 |                              |                              |                             |                                |
|---------------------------------|------------------------------|------------------------------|-----------------------------|--------------------------------|
| Andrey Duzyj - District 1       | Joan Flynn - District 6      | Ed Szczepanski - District 11 | Carey Torrice - District 16 | Betty Slinde - District 22     |
| Marvin E. Sauger - District 2   | Sue Rocca - District 7       | Peter J. Lund - District 12  | Ed Bruley - District 17     | Sarah Roberts - District 24    |
| Phillip A. DiMaria - District 3 | David Flynn - District 8     | Don Brown - District 13      | Paul Gielegem - District 19 | Kathy D. Vosburg - District 25 |
| Jon M. Switalski - District 4   | Robert Mijac - District 9    | Brian Brdak - District 14    | Kathy Tocco - District 20   | Leon Drolet - District 26      |
| Susan L. Doherty - District 5   | Philis DeSaele - District 10 | Keith Rengert - District 15  |                             |                                |

## **JOINT OPERATING AGREEMENT**

### **MARTHA T. BERRY MEDICAL CARE FACILITY**

This Agreement is entered into effective as of \_\_\_\_\_ by the Macomb County Board of Commissioners ("County Board"), the Macomb County Human Services Board ("Human Services Board"), Michigan Council 25 of the American Federation of State, County, and Municipal Employees Union ("AFSCME"), Service Employees International Union Healthcare Michigan ("SEIU"), Michigan Nurses Association ("MNA"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW"). The four labor organizations will also be referred to collectively as "the Unions."

WHEREAS, Public Act 280 of 1939 establishes the statutory framework for the creation and operation of county medical care facilities in the State of Michigan and authorizes the Macomb County Board of Commissioners to delegate operational control over the supervision and the administration of Martha T. Berry Medical Care Facility to the Macomb County Human Services Board; and

WHEREAS, the Macomb County Board of Commissioners desires to delegate such statutory operational control over the supervision and the administration of Martha T. Berry Medical Care Facility to the Macomb County Human Services Board in accordance with the law and the terms of this Agreement; and

WHEREAS, the employees of the Martha T. Berry Medical Care Facility are represented for collective bargaining purposes in five bargaining units by the following unions: Michigan Council 25 of the American Federation of State, County, and Municipal Employees Union, Service Employees International Union Healthcare Michigan, Michigan Nurses Association, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America; and

WHEREAS, the Unions are desirous of entering into a collective bargaining relationship with the Human Services Board on behalf of their member employees of the Martha T. Berry Medical Care Facility; and

WHEREAS, the purpose of this Joint Operating Agreement is to govern the terms and conditions of the transition of authority and control of the Martha T. Berry Medical Care Facility from the

County Board to the Human Services Board and the rights, obligations, and authority of the parties thereafter.

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as follows:

## **I. SUMMARY OF AGREEMENT**

From the date of this Agreement through December 31, 2010, the parties shall operate the Martha T. Berry Medical Care Facility under the terms and conditions set forth herein. By "operate," the parties intend to promptly, upon execution of this Agreement, take the steps identified in this Agreement to transfer operational control of the Martha T. Berry Medical Care Facility from the County Board to the Human Services Board. The parties do not intend, nor shall this Agreement be construed, as delegating to the Unions any ownership interest, operational control or authority with respect to the Martha T. Berry Medical Care Facility. However, one aspect of the Human Service Board's delegated operational authority shall be its responsibility for negotiating with the Unions representing Martha T. Berry employees and entering into collective bargaining agreements in its own name. In this Agreement, the Unions agree to revise their respective collective bargaining agreements to recognize the Human Services Board as the lawful authority for collective bargaining purposes for employees of the Martha T. Berry Medical Care Facility and, where mixed bargaining units exist, modify such bargaining units so they are composed solely of employees of Martha T. Berry. Concomitantly, the Human Services Board agrees herein to recognize the Unions as the lawful collective bargaining representatives of their respective bargaining units and to adopt their current collective bargaining agreements without change. The Human Services Board will then engage in negotiations with the Unions for successor agreements which will address the need for labor cost savings which, together with other Facility cost saving and revenue enhancement measures, are necessary to reduce the current County subsidy as set forth in this Agreement.

This Agreement does not purport to set forth each and every term or condition of the transition and eventual operational control of the Martha T. Berry Medical Care Facility. Rather, the parties agree to cooperate and negotiate in good faith concerning the implementation of this Agreement, and the parties agree to execute such other documents as may be necessary to memorialize and effectuate the intent of this Agreement.

## II. **LAWFUL AUTHORITY OF THE PARTIES**

A. County Board. Macomb County is a general law county of the State of Michigan and reserves all its statutory and constitutional authority, rights, and powers, except as may be specifically delegated to the Human Services Board in this Agreement.

B. Human Services Board. The Macomb County Human Services Board is created and governed by Public Act 280 of 1939, as amended, and reserves all its statutory authority, rights, and powers.

C. The Unions. The Unions are representative labor organizations authorized to do business in the State of Michigan, and reserve all their authority, rights, and powers under Michigan's Public Employment Relations Act, PA 379 of 1965, as amended, as well as their respective constitutions and bylaws.

## III. **THE COUNTY BOARD**

A. Pursuant to PA 280 and its lawful statutory and constitution authority, the County Board agrees to promptly, upon execution of this Agreement, take the steps identified in this Agreement to transfer operational control of the Martha T. Berry Medical Care Facility from the County Board to the Human Services Board. Such steps will include:

1. An orderly transition of responsibility from the County to the Human Services Board for payroll, accounting, human resources, risk management, attorney services, benefit administration, building and grounds maintenance, billing, collection, information technology, and other administrative services of Martha T. Berry currently being provided by the County. The County Board authorizes the Human Services Board, to the extent authorized by law and any applicable collective bargaining agreements, to contract with outside vendors for such services. To the extent such services will continue to be provided by the County, to negotiate reasonable fees for the provision of such services. The County Board agrees to work with the Human Services Board to resolve the various administrative service transition issues within the first 180 days of this Agreement, forming joint work group(s) as may be needed to assist in resolving such issues.

2. By execution of this Agreement, the County Board authorizes the Human Services Board to negotiate with the Unions representing Martha T. Berry employees, to enter into binding collective bargaining agreements in the Human Services Board's own name, and consents to the reformation of its bargaining units to create bargaining units consisting solely of Martha T. Berry employees.

3. The County Board will approve, and if necessary, amend the County Plan to provide for, the creation of a separate division within the County pension plan for the employees of the Martha T. Berry Medical Care Facility.

4. The County Board agrees that the Human Services Board has been delegated and may exercise the authority and responsibilities listed in paragraph IV (A) below.

5. The County Board will provide a subsidy for the non-reimbursed costs for the operation of the Martha T. Berry Medical Care Facility projected to be \$2 million to \$4 million for 2009, with a maximum County contribution not to exceed \$4 million in 2009; and projected to be from \$1 million to \$3 million in 2010, with the maximum County contribution not to exceed \$3 million in 2010.

B. It is understood by all parties that, except as specifically provided for in this Agreement, the County Board retains all its statutory and constitutional authority with respect to the Martha T. Berry Medical Care Facility, including, but not limited to, the following:

1. The right to appoint 2 of the 3 members of the Human Services Board.

2. The right to approve any capital expenditures for construction or extension of the facility.

3. Recognition that the County Board owns the Martha T. Berry Medical Care Facility and its buildings and property, both real and personal.

4. The County Board retains the right to sell or close the Facility at any time and for any reason, subject to any applicable notice requirements under law or collective bargaining agreement.

5. The County Board has the authority to approve or not approve any millage to be used for capital improvements or operations of the Martha T. Berry Medical Care Facility.

C. Pursuant to MCL 400.73a, the County Treasurer shall continue as custodian of all moneys provided, raised, or made available for the operation of Martha T. Berry. Such funds shall be placed in the social welfare fund separate and apart from other funds of the County and any interest on such funds shall accrue to the social welfare fund and not the county general fund. Martha T. Berry, working with the County Treasurer's Office, shall be responsible for maintaining the necessary fiscal and auditing records needed for the social welfare fund.

#### **IV THE HUMAN SERVICES BOARD**

A. In addition to its general policy-making authority, the County Board authorizes the Human Services Board to exercise all of its statutory authority with respect to the operation and control of the Martha T. Berry Medical Care Facility under Public Act 280, as amended, including, but not limited to, the following:

1. The authority to provide skilled nursing and related services to the residents of the Facility in accordance with all applicable state and federal requirements.
2. Responsibility for interviewing applicants for Administrator of Martha T. Berry; determining the qualifications for the Administrator; selection of Administrator; responsibility for entering employment contract with Administrator; determine salary and benefits of Administrator; evaluation of Administrator; approval of Administrator expenses; termination of Administrator's employment.
3. Approval of all personnel policies, including Employee Handbooks for Martha T. Berry staff; right to sign severance or departure agreements for employees; right to set qualifications for any employee of the Facility; right to set hiring policies for employees; the right to determine all matters of management policy; the right to determine the size of the work force; the right to establish new job classifications, to reorganize or combine jobs and/or departments; the right to determine to layoff or reduce staff; the right to use outside assistance, leased or temporary employees, or subcontract any function.
4. Selection of negotiating team for Facility for collective bargaining with any unions representing Facility employees; the right to approve or reject any collective bargaining agreement with any union representing employees of Martha T. Berry.
5. Right to set salaries and fringe benefits for all Martha T. Berry employees.
6. Responsibility for payroll, accounting, human resources, risk management, benefit administration, legal services, building and grounds maintenance, billing, collection, information technology, and other administrative services.

It is understood that all of the above enumerated rights, functions, and authority are subject to all applicable collective bargaining obligations under law and existing collective bargaining agreements.

B. The Human Services Board, in accordance with all applicable provisions of Public Act 379 of 1965, as amended, agrees, upon execution of this Agreement, to the following:

1. To recognize the Unions as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of

employment for the employees of the Martha T. Berry Medical Care Facility, in their respective bargaining units.

2. Except as provided in paragraph 3 below, to adopt the collective bargaining agreements listed below between the Unions and the County Board and to continue the terms of those contracts until successor agreements are mutually agreed to by the respective parties or as otherwise allowed by law. This includes: (1) the Agreement between the County of Macomb and Michigan Council 25 AFSCME, Local 411, effective January 1, 2005 through December 31, 2007; (2) the Agreement between the County of Macomb and SEIU, Local 79 (now Healthcare Michigan), effective January 1, 2006 through December 31, 2007; (3) the Agreement between the County of Macomb and the Michigan Nurses Association, effective January 1, 2005 through December 31, 2006; (4) the Agreement between the County of Macomb and UAW, Local 412, effective January 1, 2005 through December 31, 2007; and (5) the Agreement between the County of Macomb and UAW, Local 889, effective January 1, 2005 through December 31, 2007.

3. If this Agreement is approved, UAW Local 889 agrees to transfer the one individual represented by Local 889 at Martha T. Berry to the bargaining unit of Martha T. Berry employees represented by UAW Local 412. In such case, it will not be necessary for the Human Services Board to adopt the Local 889 Agreement or enter into a bargaining relationship with Local 889 over that individual. If this Agreement is terminated as provided herein, the individual will be returned to the Local 889 bargaining unit.

## **V. THE UNIONS**

A. The Unions agree to the following:

1. To recognize the Human Services Board as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for the employees of the Martha T. Berry Medical Care Facility, in their respective bargaining units.

2. Where necessary (the UAW and AFSCME units), agree to reform their bargaining units to create new bargaining units consisting solely of employees of the Martha T. Berry Medical Care Facility.

3. To immediately enter into negotiations with the Human Services Board and engage in good faith negotiations with the goal of reaching new two year agreements expiring on December 31, 2010, that will address the need for labor cost savings which, together with other Facility cost saving and revenue enhancement measures, are necessary to reduce the current County subsidy as set forth in this Agreement.

## **VI. BUDGET, FINANCE AND INSURANCE**

A. The Human Services Board shall prepare an annual budget for operation of the Martha T. Berry Medical Care Facility. The proposed budget shall be submitted annually to the County Board for its approval. The Human Services Board may only disperse funds according to its approved budget and the terms of this Agreement.

B. The Human Services Board shall maintain complete financial records for the Martha T. Berry Medical Care Facility in accordance with generally accepted accounting principles as well as the requirements of the County Board.

C. The Human Services Board shall have the authority to accept funds, goods, voluntary work or other assistance to carry out functions of Martha T. Berry, from any source, public or private, including state or federal grants and private donations. A complete record of all funds received from any source shall be maintained and made a part of the annual financial budget.

D. The Human Services Board shall purchase liability insurance covering any cause of action, claim, accident, injury, or liability that may arise as a result of the operation of the Martha T. Berry Medical Care Facility, including comprehensive general liability insurance. All insurance required by this Agreement will name the Human Services Board and the County of Macomb, together with their officers, employees, and agents, as named or additional insured.

## **VII. CHOICE OF LAW**

This Agreement has been negotiated, executed, and delivered in the State of Michigan. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

## **VIII. VALID AGREEMENT**

If any provision of this Agreement shall for any reason be held violative of any law, then the invalidity of such a specific provision herein shall not be held to invalidate any other provision, which other provisions shall remain in full force and effect.

## **IX. NOTICES**

All notices required by this Agreement shall be addressed as follows:

County of Macomb, George Brumbaugh, Office of Corporation Counsel, One South Main St., Mt. Clemens, MI 48043; Macomb County Human Services Board, Roger Facione, Chairman, Care of Martha T. Berry MCF, 43533 Elizabeth Rd., Mt. Clemens, MI 48043; Michigan Council 25, AFSCME, Ellen Keith, Staff Representative, 28000 Van Dyke, Ste. 102, Warren MI 48093;



SEIU Healthcare Michigan, Marge Faville, President, 2604 4<sup>th</sup> Street, Detroit MI 48201; Michigan Nurses Association, Lisa Harrison, Labor Relations Representative, 2310 Jolly Oak Road, Okemos MI 48864; UAW Local 889, Thomas Wright, President, 2019 Tobsal Court, Warren Michigan 48091; UAW Local 412, Care of Kenny Kapa, International Representative, UAW Region 1, 27800 George Merrelli Drive, Warren, MI 48092.

#### **X. TERMINATION**

A. This Agreement shall be effective from the date it is executed by all parties, and unless terminated during its term as provided below, shall terminate at midnight on December 31, 2010. During its term, this Joint Operating Agreement may be terminated by any of the parties with or without cause upon sixty (60) days prior written notice to the other parties. Within thirty (30) days of the receipt of such notice of termination, the parties will meet to discuss the termination and any transition issues. If this Agreement is not terminated during its term, on January 1, 2011, the Human Services Board will remain in operational control of the Martha T. Berry Facility pursuant to the terms of this Agreement and PA 280 of 1939 as amended, and shall retain such operational control indefinitely, unless terminated by a vote of the County Board.

#### **XI. AMENDMENTS**

The parties can amend this Agreement only by a written document signed by all parties:

#### **XII. THIRD-PARTY BENEFICIARIES**

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

#### **XIII. INDEMNIFICATION**

All liability to third parties, loss or damages, demands, costs or judgments arising out of activities to be carried out by the Human Services Board under the terms of this Agreement shall be the responsibility of the Human Services Board if the liability, loss, or damages are caused by, or arise out of, the actions or failure to act on the part of the Human Services Board or anyone directly or indirectly employed by the Human Services Board.

#### **XIV. GOVERNMENTAL IMMUNITY**

Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity on the part of the County of Macomb or the Macomb County Human Services Board, or their officers or employees as provided by statute and court decision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by their respective representatives who have been duly authorized by the parties to execute this Agreement.

Marion County Board of Commissioners

Marion County Human Services Board

\_\_\_\_\_

Deje Perina

By the Chairman

By the Chairman

Michigan Council 25, AFSCME

SEIU Healthcare Michigan

Eileen Kitch

Margaret Smith 1-8-09

By the Staff Representative

By the President

Michigan Nurses Association

UAW Local 900

[Signature]

[Signature]

By the Labor Relations Representative

By the President

UAW Local 1000

[Signature]

By the International Representative



# MICHIGAN COUNCIL 25

American Federation of State, County, and Municipal Employees, AFL-CIO  
Warren Office • 28000 Van Dyke, Ste. 102 • Warren, Michigan 48093

- Albert Garrett  
President
- Lawrence A. Roehrig  
Secretary-Treasurer
- Executive Board**
- Lalay Avant  
Region 6
- Jim Bale  
Region 5
- Mel Brabson  
Region 1
- David Brandt  
Region 9
- Donna Cangemi  
Region 3
- Loiseta Coleman  
Region 3
- Lorne Davison  
Region 2
- Robert Donald  
Region 1
- Lauri Hamilton  
Region 6
- Gloria Harsten  
Region 3
- Kelth January  
Region 1
- Arlene King  
Region 1
- Paul Long  
Region 6
- Daniela Martin  
Region 2
- J. Phil McGuire  
Region 2
- Dennis Moore  
Region 7
- Sam Puma  
Region 6
- Doug Murch  
Region 5
- Stephanie Nahas  
Region 3
- Clara Peterson  
Region 4
- Eugene Perry  
Region 1
- Dan Solo  
Region 11
- Ronnie Skrupski  
Region 8
- Cindy Spurlock  
Region 2
- William Tharp  
Region 10
- Elmer Trumbly  
Region 2
- Alan Troy  
Region 6
- Chris Vandembussche  
Region 7
- Scott Whitman  
Region 7
- Russell Williams  
Region 11
- Leamon Wilson  
Region 1
- Sam Zettner  
Region 3

December 2, 2008

Roger Facione  
Board Chair  
Department of Human Services  
c/o Martha T Berry Facility  
43533 Elizabeth  
Mt. Clemens MI 48043

**RE: AFSCME LOCAL #411**

Dear Mr. Facione:

It is the intent of Michigan AFSCME Council 25, Local #411 to establish a separate bargaining unit composed of classifications and employees currently represented by Michigan AFSCME Council 25, Local #411, at the Martha T. Berry Medical Care Facility.

Further, it is the intent of Michigan AFSCME Council 25, Local #411 to bargain collectively with the Department of Health Services (Social Services) Board for a successor contract between the Board and AFSCME Council 25.

Sincerely,

*Ellen Keith*

Ellen Keith  
Staff Representative  
MI AFSCME Council 25

c: Donna Cangemi  
Jimmy Hearn  
Nick Ciaramitaro  
Steve Girard  
Eric Herppich

lb: #547/uoa/afl-cio/ek08

# SEIU Healthcare® United for Quality Care



December 11, 2008

Roger Facione  
Chairman  
Macomb County Human Services Board  
c/o Martha T. Berry Medical Care Facility  
43533 Elizabeth  
Mt. Clements, MI 48043

**Re: Intent to engage in collective bargaining**


Mr. Facione:

The purpose of this letter is to advise you that it is the intent of SEIU Healthcare Michigan to bargain collectively with the Macomb County Human Services Board (Social Services Board) regarding SEIU's unit of Martha T. Berry employees consisting of:

1. all Licensed Practical Nurses employed at the Martha T. Berry Medical Care Facility; and
2. persons who are awaiting Michigan Licensure and who are employed as nurses in the category described above under a temporary permit issued by the Michigan Board of Nursing.

We look forward to the continued success of Martha T. Berry, its residents and its employees.

Sincerely,

  
Marge Faville, RN  
President

Marge Faville, RN  
President

2604 4th Street  
Detroit, MI 48201  
P: 1-866-734-8466  
F: 313-965-0422

2680 Vulcan St.  
Muskegon, MI 49444  
P: 1-866-734-8466  
F: 231-726-6764



## Michigan Nurses Association

The Power of  $>$  One  
*more than*

December 11, 2008

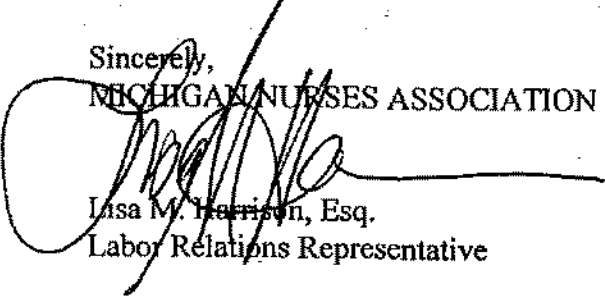
Roger Facione  
Board Chair  
Department of Human Services  
c/o Martha T. Berry Facility  
43533 Elizabeth Road  
Mount Clemens, MI 48043

**Re: Michigan Nurses Association Registered Nurses at Martha T. Berry**

Dear Mr. Facione:

It is the intent of the Michigan Nurses Association registered nurses at Martha T. Berry to bargain collectively with the Department of Health Services (Social Services) Board for a successor contract between the Board and Michigan Nurses Association registered nurses at Martha T. Berry.

Sincerely,  
MICHIGAN NURSES ASSOCIATION



Lisa M. Harrison, Esq.  
Labor Relations Representative

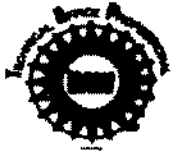
Cc: Steven Girard, Nantz Litowich Smith Girard & Hamilton PC  
Eric Herppich, Macomb County Human Resources  
Anita Szczepanski, MNA Labor Attorney  
Cindy Kimpe, RN MNA Staff Council Co-Chair  
Denise Wilson, RN MNA Staff Council Chair

2310 Jolly Oak Road - Okemos, MI 48864 - 517.349.5640 - 888.MI.NURSE - 517.349.5818 fax  
Old City Hall - 220 W. Washington Street, Suite 100 - Marquette, MI 49855 - 906.226.7053 - 906.226.2701 fax  
Mark Plaza Building - 21411 Civic Center Drive, Suite 102 - Southfield, MI 48076 - 248.799.0808 - 248.799.0807 fax

[www.minurses.org](http://www.minurses.org)

United American Nurses • AFL-CIO





Thomas J. Wright  
President

Vance Williams  
First Vice President

James Pichey  
Second Vice  
President

Shirley Helton  
Recording Secretary

Pamela Harrell  
Financial Secretary

Thomas Germaine  
Trustee

Roberta Phillips  
Trustee

Daniel Grandberry  
Trustee

Gary Reid  
Sergeant-At-Arms

Michael Lovelock  
Guide

INDUSTRIAL OFFICE WORKERS  
UAW LOCAL 889  
2019 TOBSAL COURT  
WARREN, MICHIGAN 48091  
TELEPHONE -586-757-4430  
FAX - 586-757-3258

December 18, 2008

Roger Facione  
Board Chair  
Department of Human Services  
c/o Martha T. Berry Facility  
43533 Elizabeth  
Mt. Clemens, MI 48043

RE: UAW Local 889

Dear Mr. Facione:

It is the intent of UAW Local 889 in agreement with UAW Local 412 to move our member working at Martha T. Berry into the 412 Unit and to bargain collectively with the Department of Health Services (Social Services) Board for a successor contract between the UAW and Martha T. Berry.

Sincerely,

Thomas J. Wright, President  
UAW Local 889

TJW:opeiu42fs

cc: Joe Peters, Director  
UAW Region I  
Chuck Hall, Int'l Rep.

**REGION 1**

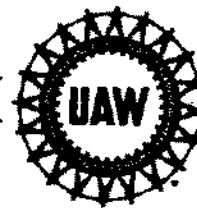
27800 George Merrelli Drive  
Warren, MI 48092

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW**

RON GETTELFINGER, *PRESIDENT*

ELIZABETH BUNN, *SECRETARY-TREASURER*

VICE-PRESIDENTS: GENERAL HOLIEFIELD • BOB KING • CAL RAPSON • JIMMY SETTLES



JOSEPH PETERS  
DIRECTOR, UAW REGION 1

December 17, 2008

Roger Facione, Board Chairperson  
Department of Human Services  
Martha T. Berry Facility  
43533 Elizabeth Road  
Mt. Clemens, MI 48043

**RE: UAW Local 412/Unit 75 Members at Martha T. Berry**

Dear Mr. Facione:

It is the intent of UAW Local 412, Unit 75 members at Martha T. Berry to bargain collectively with the Department of Health Services (Social Services) Board for a successor contract between the UAW Local 412, Unit 75 members at Martha T. Berry.

Sincerely,

A handwritten signature in cursive script that reads 'Kenny Kapa'.

Kenny Kapa  
International Representative  
UAW Region 1

KK:lc

opeiu494

G/KK/Facione

c: Roger Cardamone, Chairperson – UAW Local 412/Unit 75  
Steven Girard, Nanty Litowich Smith Girard & Hamilton, PC ✓  
Jeff Hagler, President – UAW Local 412  
Eric Herppich, Macomb County Human Resources

TO: George Brumbaugh, Corporation Counsel  
John Anderson, Risk Management and Safety  
John Foster, Finance Department

FROM: Paul Gielegem, Board Chairman

SUBJECT: CONTRACT/PROGRAM REVIEW REQUEST

Title Joint Operating Agreement for Martha T. Berry

Department Board Contact Person Board Chairman

Date Submitted 1-12-09 Telephone Number 469-5711

**BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE**

Status: Check appropriate box

Initial  Revision  Extension  Final

Other (Please explain below)

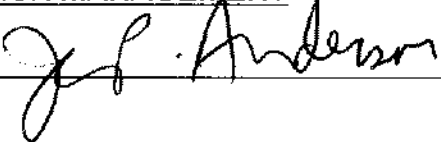
Other: Since there are no committee meetings scheduled in January, this is going to be placed on the January 15<sup>th</sup> special Full Board meeting final agenda for review and determination on whether it should be placed on the January 22<sup>nd</sup> agenda for approval.

**OFFICE OF CORPORATION COUNSEL**

Approved  Dated 1/13/09

Rejected\* \_\_\_\_\_ Dated \_\_\_\_\_

**OFFICE OF RISK MANAGEMENT**

Approved  Dated 1/13/09

Rejected\* \_\_\_\_\_ Dated \_\_\_\_\_

**FINANCE DEPARTMENT**

Approved  Dated 1-13-09

Rejected\* \_\_\_\_\_ Dated \_\_\_\_\_

**Contract/Program Synopsis**

\*When Rejected Attach Explanation

**RECEIVED**  
JAN 12 2009  
CORPORATION COUNSEL