

LABOR AGREEMENT BETWEEN THE
FAMILY DIVISION 10TH CIRCUIT COURT
COUNTY OF SAGINAW
AND
FAMILY DIVISION PROBATION OFFICERS

REPRESENTED BY
GOVERNMENTAL EMPLOYEES LABOR COUNCIL

Term of Contract

October 1, 2008

to

September 30, 2012

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AGREEMENT

THIS AGREEMENT, entered into on **August 25, 2009** between the FAMILY DIVISION 10TH CIRCUIT COURT and the SAGINAW COUNTY BOARD OF COMMISSIONERS, hereinafter collectively referred to as the "Employer", and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, FAMILY DIVISION PROBATION OFFICERS UNIT, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive representative of all full-time regular employees of the Court classified as Probation Officers employed by the Employer for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the operations of the Employer, and its respective departments, is solely a responsibility of the Employer, and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Employer, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or the United States of America.

Section 2. In addition to all such rights conferred by law, the Employer and its department heads reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings; the work to be performed within the bargaining unit; the amount of supervision necessary; the methods of operation; the schedules of work; the right to purchase work, processes or services of others; the selection procurement; design, engineering and control of tools, equipment and materials; the discontinuance of any services, material or methods of operation; the quantity and quality of service; the right to hire, suspend, demote, discharge for just cause, assign, promote, or transfer employees; to determine the amount of overtime, if any, to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to direct the work force, assign work and determine the number of employees assigned to each job classification; to establish, change, combine or discontinue job classifications; and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations.

ARTICLE 3 UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the bargaining unit at the time this Agreement becomes effective and after thirty-one (31) days after the start of their employment in the bargaining unit with the Employer, either shall become members of the Union and pay the Union dues uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 2. Payroll Deduction of Union Dues or Service Fees. The Employer agrees to deduct Union membership dues or a service fee equivalent to the periodic dues uniformly required of Union members levied in accordance with the constitution and by-laws of the Union from each employee covered by this Agreement who executed a proper check-off form. Authorization forms shall be furnished by the Union.

Section 3. Check-off Authorization. A properly executed copy of the written check-off authorization form for each employee for whom Union dues or service fee equivalent are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions thereafter shall be made only under the written check-off authorization forms which have been properly executed and are in effect.

All authorizations filed with the Employer prior to the fifteenth (15th) of the month shall become effective the following month, provided the Employer has sufficient earnings to cover the dues or service fee, whichever is applicable. An authorization filed thereafter shall become effective with the employee's first (1st) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the Governmental Employees Labor Council Treasurer no later than the fifteenth (15th) day of each month.

The Union shall make arrangements to accept remittance of check off by means of electronic fund transfer, or other electronic or automated means.

Section 4. Notification. The Union shall notify the Employer in writing of the proper amount of Union dues and the service fee equivalent to periodic dues and any subsequent changes in amounts. The Employer agrees to furnish the Governmental Employees Labor Council Treasurer a monthly record of those employees for whom deductions have been made together with the amount deducted.

Section 5. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or the service fee provided herein.

ARTICLE 4 REPRESENTATION

Section 1. Unit Chairperson. The Employer hereby agrees to recognize one (1) unit chairperson and one (1) alternate chairperson. The unit chairperson must be a full-time bargaining unit Union member with at least one (1) year of seniority. It shall be the function of the unit chairperson to meet with representatives of the Employer for purposes of negotiations and in accordance with the procedures established in the grievance procedure of this Agreement.

Section 2. Alternate Chairperson. The alternate chairperson shall function only in the absence of the unit chairperson.

Section 3. Notice. The Union shall notify the Employer, in writing, of the names of the unit chairperson and alternate chairperson and any subsequent changes thereof within three (3) days.

Section 4. Chairperson(s) Time. It is understood between the Employer and the Union that all such time of chairpersons shall be devoted exclusively to the prompt handling of grievances and negotiations and shall not be abused by such Employees. Therefore, the privilege of chairpersons to leave their work stations after explanation to the Administrator during working hours without loss of pay is granted.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall deem to exist only whenever there develops a disagreement between the Employer and one (1) or more employees represented by the Union as to the interpretation or application of a specific provision of the Agreement. Such disagreement shall be considered a grievance and shall be addressed through the grievance procedure.

Section 2. Procedures.

Step 1: Any employee having a grievance, or one designated member of a group of employees having a common grievance, shall discuss the matter with the Deputy Circuit Court Administrator (Family Division) (hereinafter "Administrator"), and the employee shall have the right to have the chairperson present during the discussion. The chairperson shall be permitted to discuss the grievance with the employee involved and to investigate the matter if necessary, in order to establish the facts before taking up the matter with the Administrator. The Administrator, the employee, and the chairperson will attempt to adjust the grievance at this point. If the grievance is not resolved through this point, the employee shall reduce the grievance to writing which shall be signed by the employee or designated group member and be presented to the Administrator within ten (10) working days. This

Administrator shall give the chairperson a written answer to the grievance within ten (10) working days.

Step 2: If satisfactory adjustment is not obtained under Step 1, either party may request a meeting within ten (10) working days with the Court Administrator and the Union's outside district representative and the judge and/or court representatives, employees, and chairperson shall be present at the meeting. A decision on the grievance shall be made in writing by the judge or his/her designee, within ten (10) working days subsequent to the conclusion of the meeting. The final decision shall be given to all parties involved.

Step 3: (A) Pre-Arbitration MERC
 (B) Arbitration FMCS

- A. Prior to arbitration, the parties mutually agree to submit the grievance to non-binding mediation to the Michigan Employment Relations Commission. Such request must be made within ten (10) working days of the final decision of the Court. If the grievance is not resolved thru the MERC, the grievance may be forwarded to arbitration.

- B. Arbitration. Subject to Section 5 below, submission to arbitration shall be made by written notice to the other party no later than twenty (20) working days after the recommendation of resolution by the MERC. If the parties are unable to mutually agree upon an arbitrator, the Employer or Union shall request the Federal Mediation and Conciliation Service to submit a panel of at least five (5) qualified arbitrators. Within ten (10) working days after receipt of a panel, the Employer or Union may object to one panel per grievance only. Within ten (10) working days after the day the letter from the agency providing the panel is received by the Employer, the Employer and Union will alternately strike names to select the arbitrator.

Section 3: Rules of Arbitration: The arbitrator shall render his/her decision within thirty (30) days after the submission of all evidence in the matter and the decision of the arbitrator shall be final, binding and conclusive upon all parties.

Section 4: Arbitration Costs and Fees. An administrative fee, if any, and the arbitrator's fee and costs shall be shared equally between the Employer and the Union.

Section 5: Grievance Procedural Rules.

- A. Whenever the term "working day" is used in the grievance procedure, it shall be defined as Monday through Friday, excluding Saturday and Sunday and any recognized holiday.

- B. Grievances regarding any disciplinary action must be filed in writing within

three (3) fully scheduled working days of the disciplinary action, excluding Saturday, Sunday, and holidays.

- C. Any agreement reached between the Employer and the Union under the grievance procedure shall be binding upon the Employer and the employee specifically affected, and cannot be changed by any individual.
- D. Time limits or steps within the grievance and arbitration procedure may be extended or waived by mutual agreement between the Employer and the Union.
- E. Nothing in this section shall be construed to constitute a right to arbitration for any employee receiving disciplinary action in excess of thirty (30) days or discharge. Arbitration is not available to any employee who is discharged or suspended in excess of thirty (30) days. Nor is discharge subject to review by any person other than the Court, whose decision is final and binding.

ARTICLE 6 PROBATIONARY EMPLOYEES

Section 1. Probation Period. All newly hired employees shall serve a probationary period of six months (180 calendar days) which shall be regarded as a trial working period of employment in order to assess the employee's ability to perform the job, work habits, attendance, and other work related characteristics.

Section 2. Service & Seniority. A probationary employee's service with the court may be terminated at any time by the Judge for any reason and the employee shall have no recourse to the grievance procedure.

Once a probationary employee has completed the trial period, they shall be given seniority back to their hire date.

ARTICLE 7 SENIORITY

Section 1. Definition. Seniority shall be defined as the continuous length of service with Saginaw County Family Court allowing the following definitions of service:

- A. Full-time temporary service which immediately precedes the transfer of an employee to a regular full-time position.
- B. Regular part-time service which immediately precedes the transfer of an employee to a regular full-time position shall be given half credit for continuous service.

- C. All time spent on an approved leave of absence except which time shall not be considered PTO.

Section 2. Loss of Seniority. Employees shall cease to have seniority and employment shall cease for the following reasons:

- A. Voluntarily leaves the employment of the Employer or accepts a position with the County in a classification of work not covered by this Agreement.
- B. Is discharged.
- C. When absent from work three (3) consecutive working days, without notification to the Employer.
- D. When an employee, if called back after layoff, does not advise the Employer by telephone, in writing, or in person of his/her intent to return to work within three (3) working days after such recall.
- E. When an employee does not report back to work upon expiration of a leave of absence, including disciplinary layoff, unless the employee furnished adequate proof to the Employer that it was impossible for the employee to report; or the employee accepts employment elsewhere during a leave of absence (exclusion PTO) without written authorization from the Employer.
- F. When an employee is laid off for a period of twenty-four (24) months, or an amount of time equal to their seniority, whichever is less.
- G. When an employee is on a disability leave for a period of more than one (1) year unless extended by the Employer. However, if an employee has lost seniority pursuant to this provision and subsequently is able to return to full-time employment, the employee will notify the Court Administrator and for a period of one (1) year will be given consideration by the Employer for any vacancies in the department covered by this Agreement.
- H. When an employee works for another Employer while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer.

Section 3. Layoff Procedure. In the case of layoff or reduction in force, seniority shall be applied as follows:

- A. Probationary employees will be laid off first.

- B. Part-time employees will be laid off next.
- C. If an additional reduction in force is necessary, the Court will layoff the employees by date-of-hire seniority. (Inverse order; last in, first out.)

Section 4. Layoff Notification. The Employer shall notify the Union two (2) weeks in advance of a layoff; but in no event shall the notice to the Union be later than one (1) week prior to the layoff. The notice will contain the names of the employees to be laid off, the time and date of layoff, and the reasons therefore. The Employer will also post a duplicate notice of the layoff list on the court bulletin board.

Section 5. Recall Procedure. Recall to work of laid off employees shall be in accordance with the reverse order of the layoff procedure or the principle that those with the longest established seniority be called back to work first. In the event of a call back of an employee who does not immediately return upon notification, the Employer may place any other employee available in such position on a temporary basis up to and including fifteen (15) working days, without prejudice and without liability.

Section 6. Employee Address - Responsibility For. It shall be the responsibility of employees to notify the Employer, in writing on forms provided by the Payroll Department, within five (5) days of any change of address or change of telephone number. A copy of this form will be given to the Union. Neither the County nor the Family Division, 10th Circuit Court has the responsibility to determine the correctness of this address or telephone number. The Employer shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

Section 7. Seniority Lists. The Employer shall post a seniority list of all employees having seniority rights. The list shall be updated when necessary and at least once each year.

ARTICLE 8 TEMPORARY TRANSFER

Section 1. Work by Supervisors. Supervisory employees shall not perform work which will deprive an employee of their regular job, but shall not be construed to prevent supervisory employees from the following situations:

- A. The instruction and/or training of employees.
- B. In emergency situations or scheduled leaves of absence where there are not bargaining unit employees available to do the work.
- C. From bargaining unit work on an unscheduled basis and such work does not displace or otherwise erode bargaining unit work.

- D. Whatever work is assigned by either the Chief Judge or any other Judge of the Family Division of the 10th Judicial Circuit Court.

Section 2. Temporary Transfer. In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Employer may fill such temporary job vacancy for a period not to exceed thirteen (13) weeks or such longer time as may be mutually agreed upon by the Employer and the Union.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1. Definitions.

1. Work Day. For purposes of computation of pay, a work day is eight (8) hours.
2. Work Week. For the purposes of computation of pay, a work week is forty (40) hours within a five (5) day work week (Monday thru Friday).
3. Pay Period. For the purposes of computation of pay, a pay period is considered eighty (80) hours of work within a two (2) week work period, unless the County changes the computation county-wide.
4. Pay Day. The day upon which an employee is paid is referred to as a pay day. Employee pay is for two (2) weeks of work preceding the week in which the pay check is issued.

Pay checks are distributed to employees every other Friday at the offices of the Court. If a holiday falls on a pay day, employees will be paid on the day before the holiday, whenever possible.

Section 2. Working Out of Classification.

1. Employees may be directed by the probation supervisor, Court Administrator or the judge, to perform duties above their classification of probation officer.
2. Employees who are requested to perform duties above their classification shall receive two (2) hours of compensation time for every four (4) hours worked or four (4) hours for every eight (8) hours worked in the higher classification.
3. The court shall attempt to equalize and rotate as practicable all work assignments under this provision. Any alleged violation of this section shall

be a subject of the special conference.

4. Employees shall be required to keep a log of their time worked above their classification and submit same to their Supervisor or the Court Administrator.

Section 3. Comp Time. Current employees may receive comp time in the amount of one and one half (1.5) hours for every approved hour worked. Compensatory time rules will be in compliance with County policy for all employees hired on or after March 29, 2005.

Section 4. Flex Time. The court reserves the right to modify the work day and work week definitions to implement a flex time schedule.

ARTICLE 10 HOLIDAYS

Section 1. Days of Celebration. The following and such other dates as the Presiding Family Division Judge may fix are holidays with pay for all regular full-time employees scheduled to work on such days:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Good Friday Afternoon	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 2. Alternate Days. If one of the holidays listed above should fall on a Sunday, the following Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, excluding Christmas and New Year's Day, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before.

Section 3. In the event that Saginaw County shall cease to recognize one (1) or more holiday(s) listed under Section 1, the parties agree to open this issue for bargaining.

Section 4. Employees who are required to work on a holiday shall receive compensation time in the amount of one and one half (1.5) hours for every hour worked.

ARTICLE 11
PAID TIME OFF (PTO)

Section 1. Rate of Accrual. Regular full-time employees shall accrue Paid Time Off (PTO) in accordance with the following provisions:

Probationary employees are not eligible for PTO and accrued PTO is not credited or useable until completion of six (6) months of service.

Employees with more than six (6) months and less than three (3) years of service shall accrue PTO in the amount of one hundred thirty-six (136) hours per year.

Employees with three (3) years but less than five (5) years of service shall accrue PTO in the amount of one hundred fifty-two (152) hours per year.

Employees with five (5) years but less than ten (10) years of service shall accrue PTO in the amount of one hundred sixty-eight (168) hours per year.

Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of one hundred eighty-four (184) hours per year.

Employees with fifteen (15) years but less than twenty (20) years of service shall accrue PTO in the amount of two hundred (200) hours per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of two hundred sixteen (216) hours per year.

Section 2. Accumulation of Paid Time Off (PTO) Hours.

Effective December 31, 2004, the accumulation of PTO hours shall be limited to seven hundred (700) hours.

Section 3. Termination of Employment.

Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time, up to a maximum of six hundred (600) hours, (maximum payment of three hundred (300) hours, at employee's current rate of compensation, through date of termination that such employment has accrued.

Terminal PTO (use of PTO after notice of separation has been given by either employee or employer) shall not be granted.

Compensation for unused PTO will be paid at the rate prevailing on the employee's last working day.

Section 4. Temporary and Part-time Employees. Temporary and part-time employees shall not be entitled to PTO leave.

Section 5. Holidays. If a holiday, as defined in Articles 10 of this Agreement, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work the holiday.

Section 6. Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.

Section 7. PTO Schedules. PTO schedules for employees shall be developed by the department heads and must have their approval. It shall be the practice of each department head to schedule PTO over as wide a period as possible in order to alleviate the need for temporary increases in personnel. PTO may be taken in increments of one (1) hour from PTO bank with advance approval of the department head.

Except for illness or an emergency, the use of PTO hours for personal reasons other than vacations is a request and shall be approved prior to use in increments not less than fifteen (15) minutes.

PTO time must be taken in chronological and sequential order in accordance with the excused absence(s) during the payroll reporting period, (unless the absent time is an approved unpaid leave).

Section 8. Authorization. Employees shall make requests for PTO time in writing to their supervisor at least four (4) days in advance of intended PTO period. The employee will be advised in writing by their supervisor if the PTO time has been granted or denied. The Court requires that two (2) probation officers shall be working during times when the Court is open.

Whenever a conflict arises in scheduling PTO time between bargaining unit employees, seniority shall prevail. During the Christmas and New Year holiday, senior employees may consent to allow less senior employees PTO opportunities.

Section 9. Absence - PTO Bank. Except as otherwise granted in this section; and subject to FMLA leave as provided by Article 14, Section 8 and as otherwise provided by law, absence when an employee's PTO bank has been exhausted shall not be approved without written permission from the Family Division Judge or his/her designee.

ARTICLE 12
LONGEVITY

Section 1. Longevity Pay. For employees hired prior to March 29, 2005, longevity pay of Seventy Dollars (\$70.00) per year for each full year of continuous regular full-time service shall be paid to each employee as of December 1, beginning with the employee's fifth (5th) year of service. An employee who retires or dies during the year prior to December 1st shall be entitled to a pro-rata longevity bonus for the number of months since the previous December 1st to the date of retirement or death. Employees hired on or after March 29, 2005 shall not be eligible for nor shall they receive longevity pay.

ARTICLE 13
BEREAVEMENT LEAVE

In the event of a death in the employee's close or immediate family, specifically, the following relationships only : Mother, Father, Sister, Brother, Spouse, Child, Step-Child, Legal Guardian, Parent-in-Law, son or daughter-in-law, Grandparents, Grandchildren, current step-parents, brother-in-law and sister-in-law, the employee shall be granted twenty-four (24) hours additional Paid Time Off (PTO). This additional paid time off shall be added to the employee's current PTO bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO shall apply.

ARTICLE 14
LEAVES OF ABSENCE

Section 1. Employees shall be eligible to apply for leaves of absence after completion of their probationary period (six months) (180 calendar days) of service with the Employer. Leaves of absence are for employees who, in addition to their regular PTO time, require time off from their employment. Employees shall first be required to utilize any PTO available to them while on an approved leave of absence; however, employees may elect to maintain a maximum balance of no more than forty (40) hours in their PTO banks throughout their leave of absence, if requested and granted through the appropriate court officials prior to approval of the leave of absence. Such leaves shall be unpaid and without benefits unless otherwise specified. The County will follow its Family and Medical Leave policies.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the Administrator. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The Administrator shall indicate his/her approval/disapproval and forward the request to the Judge for consideration. Refusal to grant a disability leave shall be subject to the grievance procedure.

Section 3. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

Section 4. An employee on an approved leave of absence will continue to accumulate seniority while on approved leave of absence, however, the time shall not count toward progression on the merit scale, nor will accrual of additional PTO be allowed.

Section 5. Reserve-Military Leave. Except as herein provided, the re-employment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily called to active military service shall have the same benefits as afforded non-union employees pursuant to Saginaw County Policy No. 363, dated October 25, 2005, as amended.

Section 6. Jury Duty. Employees shall be granted a leave of absence when they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day less the amount received for jury duty.

Section 7. Court Appearance. Employees required either by the County of Saginaw or any other agency to appear before a court of such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the Employer shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the Court or agency and their wages for time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the Employer.

Section 8. Family and Medical Leave shall be in accordance with County Policy Number 364, as amended on January 20, 2009, subject to law.

ARTICLE 15 MISCELLANEOUS

Section 1. Resignations. If an employee plans to resign from the Court, a written resignation to the Chief Judge shall be forwarded at least fourteen (14) days prior to the termination date. One (1) copy of the written resignation shall be forwarded to the Administrator and one (1) copy to the Judge.

Section 2. Workers' Compensation. If an employee incurs a job-related injury or illness, the employee is covered by Workers' Compensation laws and regulations.

Section 3. Bulletin Board. The Court shall provide a bulletin board in the employee lounge for the purpose of the Union to post notices of union business.

Section 4. Personnel File. Each employee shall have the right to review his/her personnel file upon request pursuant to the Bullard-Plawecki Right-to-Know Act.

Section 5. Keys. Each employee will be issued a key in accordance with the policies and procedures for the Saginaw County Sheriff Department. Upon termination of the employee's employment, keys are to be returned to the Court Administrator.

Section 6. Identification Cards. The Court employees who are required to do business outside of the Court shall be furnished with an identification card indicating proof of employment.

Cards issued to employees shall be returned to the Court upon separation.

Should an identification card be lost or stolen, the employee is to report the loss immediately to their department supervisor and thereafter follow County procedure.

Section 7. Professional Organization Memberships. All employees of the Court are encouraged to join professional organizations and groups that will enhance their job skills and professionalism on the job.

The Court, at its discretion, will be responsible for paying dues of qualified Court employees to recognized professional organizations.

Dues for other organization memberships are the responsibility of the individual employee but may qualify as income tax deductions.

Section 8. Break Time. Employees shall be granted a break period not to exceed twenty-five (25) minutes once in the morning and once in the afternoon. Break time is considered working time and missed breaks are not eligible for compensatory time off. Breaks cannot be added to the lunch period or accumulated in any way.

Section 9. Sign Out Sheet. A "sign out sheet" is to be utilized by all employees who leave the office for required business during the work day.

The date, time, location of the official business, telephone number if available and expected time of arrival back at the court must be recorded.

Employees who have been approved for taking a lunch hour other than 12:00 - 1:00 p.m.

should sign out for lunch prior to leaving the building.

Employees are expected to be at the location written on the sign out sheet, and to return to the office as near to the stated return time as possible. Infractions will be cause for disciplinary action. When an employee finishes his/her business at the stated locations, he/she is to return to the court.

An employee who signs out on business is expected to work until 5:00 p.m. and quitting work earlier is cause for disciplinary action, unless the employee notifies his/her supervisor explaining the reason for the variation and receives approval. The approval request will be recorded as PTO or compensatory time, whichever is appropriate. If the employee's supervisor is not available, the employee may notify the receptionist of his/her intentions to quit early and request that she notify the appropriate supervisor.

Section 10. Education Reimbursement. If funding exists, the funding unit shall reimburse bargaining unit employees for approved educational expenses per the County education reimbursement policy.

Section 11. Job Classification. If the Court substantially modifies or alters the job functions of bargaining unit members to perform work not otherwise associated with the primary duties of bargaining unit members, the Court agrees to notify the Union of the re-factoring issue and job review issue.

Section 12. Special Conference. Special conferences between the parties' representatives shall be arranged to discuss important matters. Either party may request a special conference by sending the other party a written request for the conference outlining the issue(s) on an agenda to be discussed.

Either party may have up to three (3) representatives present at the meeting. Bargaining unit representatives present at the meeting will not lose any wages for time spent while at the meeting.

Meetings shall be held no later than two (2) weeks after receipt of request for the special conference is received by either party, unless otherwise agreed.

The purpose for a special conference is for the parties to attempt to mutually resolve problems that may arise and shall not be used for purpose of collective bargaining of contract issues. There shall be no more than three (3) special conferences annually.

ARTICLE 16 INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to March 29,

2005; and NEW EMPLOYEES are defined as bargaining unit members who were hired on or after March 29, 2005.

Section 1. Health Insurance for CURRENT EMPLOYEES. The County shall pay the premium (subject to employee co-pay as provided in Article 16, Section 11) for the health care program, presently in effect as of date of this Agreement for the chosen program either PPO Option 1 (PPO1), PPO Option 2 (PP02), or PPO Option 8 (PP08), or provide an equivalent level of benefits for each current employee, their current spouse and dependents (as defined by the Internal Revenue Service), as covered under the provisions of this contract. After selecting a plan the plan may only be changed during an open enrollment period which shall be announced at least fifteen (15) days in advance. Those employees who do not indicate a plan change shall continue under the previously declared plan. The County shall continue to pay the premium for applicable insurance, during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty. Dependents, as used in this section, shall be in accordance with the definition of the Internal Revenue Service. Current employees may voluntarily choose between the available coverage or payment in lieu of coverage (as defined in Article 16, Section 13) at the time they are employed and at the annual reopening.

Effective October 1, 2009, those employees enrolled in PPO1 and PPO2 shall be subject to the following benefit changes, in summary:

- a. For Hospital Outpatient Emergency Room Services, a \$50 co-pay shall apply, and will be waived if admitted or for accidental injury;
- b. For Office Visits, a \$20 co-pay shall apply;
- c. A \$100/\$200 annual deductible shall apply for services provided in-network (\$100 for each individual; \$200 per family) pursuant to BC/BS rules and regulations;
- d. A \$200/\$400 annual deductible shall apply for services provided out-of-network (\$200 for each individual; \$400 per family) pursuant to BC/BS rules and regulations;
- e. For Prescription Drugs, a \$10 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

Effective October 1, 2009, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

- a. For Prescription Drugs, a \$10 co-pay for generic drugs shall apply; and a \$40

co-pay for name-brand drugs shall apply.

See Saginaw County Health Care Program details for more information.

Section 2. - HEALTH INSURANCE FOR NEW EMPLOYEES.

The County shall pay the group premium effective on the first billing date subsequent to completion of six (6) months' qualifying service for the health care program known as PPO8 or provide comparable coverage for each employee, their current spouse and dependents as covered under the PPO8 health care program.

The County shall continue to pay the premium for applicable insurance during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty. Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as defined in Article 16, Section 13) at the time they are employed and at the annual reopening.

NEW EMPLOYEES shall not be eligible for any other health care program offered by the employer, except as follows: During an open enrollment period NEW EMPLOYEES may elect to purchase, or "buy up" to PPO1 or PPO 2 at a cost equal to the actual difference plus any administrative expenses, as determined exclusively by the County Controller's Office, between PPO8 and the coverage elected by the NEW EMPLOYEE. All costs associated with a NEW EMPLOYEE'S election to purchase a plan other than PPO8 shall be borne exclusively by the affected NEW EMPLOYEE and the County shall incur no costs or expenses whatsoever related to any NEW EMPLOYEE'S election to choose a plan other than PPO8.

Section 3. CONTINUATION OF HEALTH CARE COVERAGE UPON RETIREMENT FOR CURRENT EMPLOYEES ONLY. A current employee hired on or before October 1, 1999 and retiring from Saginaw County employment and his/her spouse at the time of retirement shall be eligible to continue with the group health insurance option in which they are enrolled, provided proper application is made prior to retirement and the employee is a member of the Plan on the date of the retirement, and the employee agrees to participate in the employees' shared program outlined in the Table below. To be eligible, an employee must satisfy both the age and service requirements associated with retirement under the MERS plan, even if they are members of the ICMA plan. A current employee hired after October 1, 1999, upon retiring from Saginaw County employment shall be eligible for single coverage only. Retirees and authorized covered dependents (IRS definition) shall have either the PPO 1, PPO 2, or PPO 8, however, the Employer retains the right to change providers and/or plan features, when savings or efficiencies are available through furnishing an equivalent level of benefits. The members understand that the PPO plan

most likely will cost them additional out-of-pocket costs if they choose to live anywhere other than Saginaw County during their retirement. It is also acknowledged that the health care option in which the person is enrolled at the time of retirement will be the option they remain covered under until conversion to Medicare Complementary coverage; there will be no opportunity to switch to other existing options. Retirees and authorized dependents (IRS definition) shall be converted to Medicare complimentary coverage upon either the subscriber or a covered dependent becoming eligible and/or attainment of 65 years of age.

The subscriber and his/her dependent must enroll for both Parts A and B of Medicare. If the plan member who becomes eligible for the Medicare conversion dies before the other plan member is eligible for Medicare, then the surviving plan member shall be transferred to the PPO Plan in which they were enrolled prior to the conversion. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. An employee who retires shall contribute to the payment of the health insurance premium required for coverage of the employee and authorized dependents. Payment shall be in accordance with the number of continuous years of service actually worked for Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the County Defined Benefit Pension through MERS. The retiree's share shall be a percentage as indicated in the following table:

Continuous Full-Time

Years of Service

Actually Worked

Employer Pays

Retiree Pays

6	20%	80%
7	25%	75%
8	30%	70%
9	35%	65%
10	40%	60%
11	45%	55%
12	50%	50%
13	55%	45%
14	60%	40%
15	65%	35%
16	70%	30%
17	75%	25%
18	80%	20%
19	85%	15%
20 & Over	90%	10%

Regular part-time employees hired on or before October 1, 2001, and who subsequently retire, shall be entitled to single person health care coverage as provided above in all respects provided the premium participation schedule is applied. A regular part-time employee who was hired after October 1, 2001, who retires shall not be entitled to any retiree health insurance coverage.

Employees who retire and are eligible for health insurance coverage, may elect to receive instead health insurance offset payments of \$150.00 per month through their retirement. This election is irrevocable; individuals electing this option may not re-enter the health coverage program under any circumstances.

Section 4. RETIREMENT HEALTH SAVINGS PLAN FOR NEW EMPLOYEES.

NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 3 above or any other retirement health insurance that may be provided by the County in the future. NEW EMPLOYEES and those employees previously enrolled in the former RHS plan shall thereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) per the EMPLOYER's agreement with MERS. The County will contribute 1% of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute a percentage of their salary ranging from 0.25% to 7%. This amount may be increased at any time, but never decreased, per the HCSP's rules. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Section 5. Dental Insurance. The EMPLOYER agrees to pay the premium except as otherwise provided in this article for a dental plan for employees and authorized dependents (as defined by the IRS), as follows, or an equivalent level of benefits:

Eligible Persons: Full-time regular employees, their legal spouses and their dependent children as defined by the IRS.

Waiting Period: Employees are eligible on the first (1st) day of the month following six (6) months of completed full-time service.

Percentage: Class I - 100% (Preventive, diagnostic, emergency palliative)
Class I Benefits - 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)
Class II - 50% (Bridges, partials, and dentures)

\$1,500 maximum per person per contract year for Class I and Class II benefits.

Section 6. Optical Insurance. Employees and their eligible dependents (as defined by the IRS) will be entitled to the following vision benefits: eye examination, lenses and frames or contact lenses once every twenty-four (24) months. Commonly used frames and lenses are covered in full. Contact lense allowance is Two Hundred Ten and 00/100 Dollars (\$210.00) if medically necessary, One Hundred Fifty and 00/100 Dollars (\$150.00) if elective. Fully covered services may be received from participating providers. Services

from non-participating providers are partially covered.

Co-pays are Twenty-Five and 00/100 Dollars (\$25.00) for eye examination, Twenty-Five and 00/100 Dollars (\$25.00) for lenses and frames or contact lenses. No payroll deduction is required.

Section 7. Life Insurance. The County shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00) Accidental Death and Dismemberment insurance effective the first (1st) day of the month following six (6) months of completed full-time service. The amount reduces to 92%, 84%, 76%, 68%, 60%, and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays, respectively. Employees who retire will be insured for Four Thousand and 00/100 Dollars (\$4,000.00) group term life.

Section 8. Workers' Compensation. In the event an employee sustains an occupational injury, he/she will be covered by applicable Workers' Compensation laws. Any employee sustaining an occupational injury shall be paid for the days scheduled to work during the first (1st) seven (7) calendar days after the injury not chargeable to any other benefit. The employee shall fill out the appropriate Workers' Compensation forms and must substantiate such injury. This article shall apply only to compensable injuries. PTO accrual will continue for the first 90 days of compensable injury only.

The employee shall be responsible for immediately filing notice of claim according to statute.

The EMPLOYER shall maintain the right to remain in communication with an employee who is absent due to a compensable injury to determine the nature of the disability, prognosis, and expected date of return.

The County reserves the right to provide fringe benefits as allowed by appropriate Workers' compensation rules, regulations, or laws. Fringe benefits which will continue for one (1) year are health, dental, vision and life insurance with the appropriate co-pays required.

Section 9. Liability Insurance. The EMPLOYER shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employees arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in the relation to matters committed by law to the employee or to the EMPLOYER under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the good faith of the official duties of any employee within the operation or intent of this Section. The coverage

provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at (\$15,000,000.00) and shall include the cost or defense, including attorney fees).

Section 10. Dual Coverage. Employees and retirees of Saginaw County shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this Agreement.

Section 11. Employee Co-payment. In respect to the insurance coverage designated in Section 1 and Section 5 of this Article, it is agreed that employees shall pay 0% of the cost of the premium for the PP08 health plan, ten percent (10%) of the cost of the premium for the PPO2 health plan or twenty percent (20%) of the cost of the premium for the PPO1 health plan, and ten percent (10%) of the cost of the premium for the dental insurance. The EMPLOYER shall pay the remaining premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders. Applicable rates for the year are those in effect at the beginning of the premium year. The employee's contribution can be changed only once each year coinciding with the beginning of the premium period, unless the employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time employees hired on or before October 1, 2001, shall continue to receive insurance benefits as provided in Section 1 and Section 5 for themselves subject to the co-pay provided above. Regular part-time employees hired after October 1, 2001 are not eligible for insurance benefits.

Section 12. Continuation of Insurance. Insurances shall continue in force at County expense as follows:

Health: In the event of layoff, health insurance shall be continued at County expense for a period of two months after the last day of the month in which the layoff occurs. In the event of a paid disability leave, health insurance shall continue in force until the last day of the month after completion of one (1) year disability. In the event of a leave of absence, health insurance shall be continued at the EMPLOYER'S expense to the last day of the month subsequent to 30 days after the leave began. The term "EMPLOYER'S expense" shall be in accordance with Section 11 of this Article.

Dental: Coverage shall continue at County expense until the last day of the month in which the layoff or leave of absence occurred. In the event of a paid disability leave, dental insurance shall continue in force until the last day of the month after completion of one (1) year disability.

Life: Life insurance shall continue in force until the end of the month following the month in which the layoff began. Life insurance shall continue in force for a period of up to six (6)

months from the first day of the month in which the leave of absence began for all leaves of absence and other than service in the armed forces. Life insurance coverage will continue without cost during the disability. An eligible employee who returns to work without loss of seniority within two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first day of the month after his/her return to work.

Separation: In all separations except as provided in Section 3 of this Article, all insurance coverage will terminate on last day of the month in which the employee separated. Health and dental coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

Section 13. Option to Health Insurance Coverage. An employee who is eligible to receive or presently enrolled in a County health insurance program may choose to receive One Hundred, Fifty and 00/100 Dollars (\$150.00) per month in lieu of such insurance coverage, provided, however, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and, further, must not be covered as a dependent of a County employee.

If an employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.) the employee may reenter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the EMPLOYER in a timely manner, or for any other reason not directly attributable to the EMPLOYER, the EMPLOYER shall in no way be held liable for health coverage during such lapse.

Section 14. Wellness Activity Reimbursement. The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, up to the amount of \$200 per calendar year.

Section 15. Blue Cross/Blue Shield Michigan Savings Refund. Historically, the County of Saginaw receives an annual Michigan Savings Refund (Refund) from Blue Cross/Blue Shield of Michigan (BCBSM). This annual Refund has been based on physician and other medical provider settlements; pharmacy recoveries; and prescription drug rebates. The EMPLOYER agrees to provide each bargaining unit employee who is eligible to receive employer-sponsored health benefits a pro-rata share of the annual Refund on or before March 31 of the following year for calendar years 2009, 2010 and 2011 (e.g. 2009's annual Refund share, if any, will be distributed by March 31, 2010). The pro-rata share shall be based on the total number of County employees eligible to share the annual Refund amount. Eligibility for the pro-rata share of the Refund is contingent on the employee having been employed the entire calendar year, as no shares will be prorated.

By way of example only, using 2008's Refund in the amount of \$246,071.91, if 500 employees had been eligible to receive the annual Refund, each employee who was

employed during the entire 2008 calendar year would have received approximately \$492 by March 31, 2009. Further, if an employee had left employment on December 30, 2008, said employee would not have been eligible for nor would he/she have received any share of the Refund.

The UNION acknowledges and agrees that the EMPLOYER has no control whether an annual Refund is provided by BCBSM or the amount of the annual Refund, if provided. The UNION further understands that no promises or representations have been made by the EMPLOYER as to any future amount of the Annual refund, if any.

Section 16. Participation in Union/Management Health Insurance Committee. The UNION agrees to provide one representative to participate on a Union/Management Health Insurance Committee to be established by the Employer.

Section 17. General. The EMPLOYER may select or change the insurance carrier of the plans in this Article at its discretion or may choose to be self insured after first informing the UNION of such options; provided, however, an equivalent level of benefits to those set forth in this Article shall be maintained.

ARTICLE 17 DISABILITY - ILLNESS/INJURY

Disability Leave shall be in accordance with County Policy Number 361, as amended on August 12, 2008.

ARTICLE 18 RETIREMENT PLAN

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to March 29, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after March 29, 2005.

CURRENT EMPLOYEES hired prior to November 1, 1994, who have not voluntarily opted to be members of the ICMA Defined Contribution Plan shall be members of the Michigan Municipal Employees Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-4 and 25 and out, or F55/20, FAC 5, V-6 Program and 3.45% employee contribution.

All other CURRENT EMPLOYEES are members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Managers Association (ICMA), which provides for the following employee and Employer contributions:

Employer Contribution	Employee Contribution	Total
6%	0%	6%
9%	3%	12%

All NEW EMPLOYEES shall be members of the Saginaw County Defined Contribution Plan (currently independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA), which provides for the following employee and employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
3%	0%	3%
6%	6%	12%

The employee must make an irrevocable choice of one of the above contribution plans at the time of enrollment.

Under the Saginaw County Defined Contribution Plan the employee will be provided with maximum portability of both the employee and Employer contributions including earnings on the Employer and employee contributions by allowing employee, upon termination of employment to withdraw the entire amount of the employee contribution, including earnings on the employee contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below and in accordance with the Plan Document:

SCHEDULE OF COUNTY CONTRIBUTIONS OWNED BY EMPLOYEE

<u>Service Time</u>	<u>Owned by Employee</u>
Up to 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 71 months	75%
72 months plus	100%

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after one hundred percent (100%) vesting the employees shall select the option for both the Employer's and the employees' funds. The Employer shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the Association harmless for employee liability related to the new program.

If non-union employees are offered early retirement incentives, the Employer agrees to negotiate those same incentives with the union.

ARTICLE 19
TRAVEL

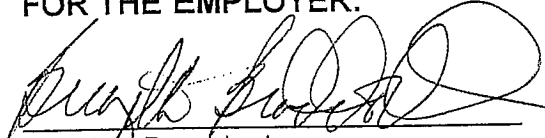
Employees will be compensated for actual miles in conformance with Saginaw County policy.

ARTICLE 20
EFFECTIVE DATE AND DURATION


This Agreement shall become effective on August 25, 2009 and shall continue in full force and effect until September 30, 2012 and thereafter, for a successive period of one (1) year, unless either party shall, on or before the ninety (90) days prior to the expiration date hereof or each successive expiration date, serve written notice on the other party of a desire to modify, alter, change or amend, or any combination thereof, the Agreement.

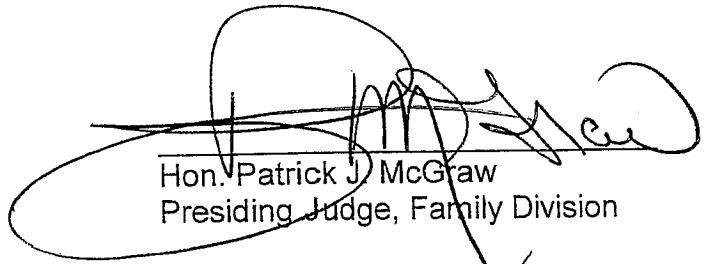
IN WITNESS WHEREOF, the parties have set their hand this 15th day of October, 2007.

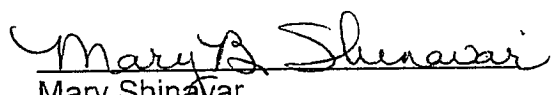
FOR THE EMPLOYER:



Bregitte Braddock
Chair, Board of Commissioners

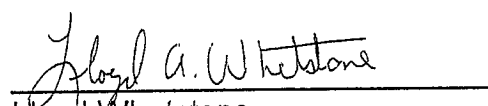
FOR THE UNION:

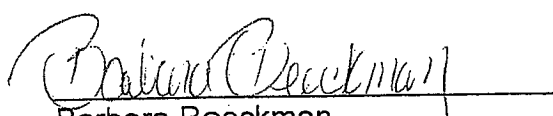

Kristine Stockmeyer
Bargaining Representative

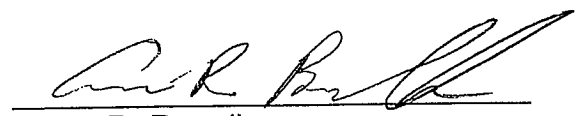

Hon. Patrick J. McGraw
Presiding Judge, Family Division


Mary Shinavar
Bargaining Representative


Hon. Faye M. Harrison
Family Court Judge


Lloyd Whetstone
Business Agent


Barbara Beeckman
Deputy Circuit Court Administrator (Family Division)


André R. Borrello
Labor Specialist

FAMILY DIVISION PROBATION SALARY SCHEDULE

On October 1, 2009, no base wage increase; a one time lump sum payment of 1.75% of base wage.
 On October 1, 2010, no base wage increase; a one time lump sum payment of 1.75% of base wage.
 On October 1, 2011, no base wage increase; a one time lump sum payment of 1.75% of base wage.

In order to receive the lump sum payment, employees must be employed in this bargaining unit on October 1 of the respective year and at the time of ratification by both parties (e.g. employees becoming members of this bargaining unit on October 2 or thereafter are not entitled to the lump sum for that year; likewise, employees in this bargaining unit on October 1, but who leave this bargaining unit after October 1 shall be entitled to the lump sum for that year, as long as they are members of the bargaining unit upon ratification). Lump sum payments shall not be prorated during the year. Payment of lump sums shall be made as soon as practicable after October 1 of each year.

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/08 - 9/30/12	\$40,379	\$41,532	\$42,685	\$43,838	\$44,992	\$46,146	\$48,454