

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**UAW LOCAL NUMBER 455, UNIT 50
PROFESSIONAL EMPLOYEES**

AND

COUNTY OF SAGINAW

October 1, 2008 to September 30, 2013

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into November 17, 2009 between the COUNTY OF SAGINAW and the following co-employers: SAGINAW COUNTY SHERIFF, SAGINAW COUNTY PROSECUTING ATTORNEY, SAGINAW COUNTY PUBLIC WORKS COMMISSIONER, and the following exclusive employers: 10th CIRCUIT COURT, PROBATE COURT, 10th CIRCUIT COURT - FAMILY DIVISION, hereinafter referred to collectively as the "EMPLOYER", and the UNITED AUTOMOTIVE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) Local Number 455, Unit 50, hereinafter referred to as the "UNION." Job positions and their corresponding employer and/or co-employer, to which these positions report, are specifically identified in Appendix A.

PREAMBLE

It is the general purpose of this Agreement to promote the mutual interests of the EMPLOYER and its employees and to provide for the operation of the services provided by the EMPLOYER under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

CIVIL RIGHTS

The EMPLOYER and UNION recognize their responsibilities under federal, state and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, mental or physical handicap, nationality, age, marital status, or political belief, or for participation in or affiliation with any labor organization.

In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the EMPLOYER and the UNION agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

ARTICLE 1 RECOGNITION - EMPLOYEES DEFINED

Section 1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965 as amended, and Act 336 of 1947 as amended, the EMPLOYER does hereby recognize the UNION as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, working conditions, and other terms and conditions of employment during the term of

this Agreement for those employees of the EMPLOYER in a bargaining unit consisting of all full-time and regular part-time professional employees of the Employer, but excluding Personnel Assistant, Personnel Analyst, Management Assistant, confidential employees, supervisors, guards, other employees covered by a collective bargaining agreement and all other employees.

Section 2. Full-time employees are defined as those who work seventy-two (72) hours or more per biweekly pay period on a regular basis. Regular part-time employees are those who work forty (40) or more hours per biweekly pay period on a regular schedule but who do not work the required number of hours to be considered a full-time employee.

A temporary employee is any employees who works either full-time or part-time but is hired or contracted for a limited period of time, not to exceed six (6) months, for seasonal work, special projects, or during heavy workloads and/or to fill in for absent employees or to fill in when a position is vacant. The six (6) month time period can be extended by mutual agreement between the employer and the Union. If the temporary employee is hired to replace an employee who is absent due to illness or injury, the time period may not exceed the return of the absent employee. No time spent by a temporary employee replacing a bargaining unit employee on an approved leave of absence will be counted toward the six (6) month limitation. Temporary service agencies may be used by the EMPLOYER to fulfill specified work assignments with the same conditions listed above.

Section 3. A full-time employee shall be entitled to all fringe benefits under this Agreement. A regular part-time employee shall receive only the following fringe benefits unless specified in other areas of the Agreement:

- (a) Progress on the salary schedule at one-half (1/2) the rate of regular full-time employees.
- (b) Receive Paid Time Off (PTO) and bereavement benefits at one-half (1/2) of the full-time rate.
- (c) Receive holiday pay at one-half (1/2) of the full-time rate.
- (d) Employees hired on or after June 1, 1994 will become members of the Saginaw County Defined Contribution Plan as otherwise provided in this Agreement, except for those bargaining unit members who are eligible for and currently participating in MERS.
- (e) Receive longevity pay consistent with Article 22.
- (f) Receive Health Insurance benefits consistent with Article 14.

Section 4. New employees shall be on probationary status for the first six (6)

months of their employment during which period he/she may be discharged with or without cause. A probationary period may be extended when deemed necessary by the employer. Notice shall be provided to the Union by the Employer whenever a probationary period is extended. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of hire into the bargaining unit. There shall be no seniority among probationary employees. The UNION shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other specified conditions of employment except discharged and/or disciplined employees.

Section 5. Employer shall notify the Chief Steward when a UNION position becomes vacant. Employer shall notify the Chief Steward when a UNION position is filled and whether said position has been filled by a County employee.

ARTICLE 2

UNION AND MANAGEMENT RIGHTS

Section 1. The UNION, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to it by Act No. 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan statutes.

Section 2. It is the right of the EMPLOYER to determine the standards of service to be offered; determine the standards of selection for employment and promotion; direct its employees; take disciplinary action; adopt uniform work rules; relieve its employees from duty because of lack of work or for any other legitimate reasons; discharge employees for just cause; maintain the efficiency of its operations; determine job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The listing of the preceding rights of management in this Article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the EMPLOYER not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the EMPLOYER.

ARTICLE 3

UNION SECURITY AND CHECKOFF

Section 1. Employees who are members of the UNION shall, as a matter of course, upon completion of their probation period or the execution date of this Agreement, whichever is the later, as a condition of employment, pay to the UNION each month the dues and initiation fees uniformly required. Upon completion of their probation period or execution of this Agreement, whichever is the later, present or future employees, including probationary employees, shall either become members of the UNION and pay to the UNION each month the dues and initiation fees uniformly

required, or in the event the employees have not made application for UNION membership upon completion of their probation period or execution date of this Agreement, whichever is the later, shall as a condition of employment pay to the UNION each month a service fee which shall be equivalent to the amount of dues uniformly required of members of the UNION during the first year of this Agreement.

Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- (a) The UNION has notified the employee by certified letter addressed to his/her address last known to the UNION spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the EMPLOYER for termination from employment as provided herein; and,
- (b) The UNION has furnished the EMPLOYER with written proof that the foregoing procedure has been followed and has supplied the EMPLOYER with a written demand that the employee be discharged for failure to conform to the provisions of this Article. The UNION shall certify to the EMPLOYER in writing that the amount of delinquency does not exceed the UNION dues or service fees.

The EMPLOYER shall then provide the employee with two (2) weeks termination notice specifying the date he/she will be discharged if delinquent dues or fees are not tendered on or before one (1) day prior to the discharge date. It shall be the option of the EMPLOYER to transfer the employee to a position outside of the bargaining unit if the employee is accepted for such a vacant position.

The UNION will indemnify and save the EMPLOYER harmless for all sums checked off and/or remitted to the UNION together with all costs, including attorney's fees and damages incurred by the EMPLOYER in connection with this Article, except acts of negligence on the part of the EMPLOYER.

Section 2. The EMPLOYER shall check off fees in the amounts provided by the UNION, if the fee amount is provided in the form of a flat monthly fee (adjusted no more than once per employee in a calendar year). The EMPLOYER will check off fees and monthly dues on the basis of individually signed voluntary checkoff authorization cards or forms, copies of which have been provided to the EMPLOYER. In the event the UNION changes or alters its authorization forms, the UNION will provide the EMPLOYER with a copy of said form. A properly executed copy of the form authorizing checkoff by an employee shall be delivered to the EMPLOYER before any payroll deductions are made. Deductions shall become effective the first day of the month following the month the authorization is delivered

to the EMPLOYER or the month following the completion of the probation period, whichever is later, and shall be deducted from the second pay of the month and each month thereafter. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. An employee who declines to sign the proper authorization card shall pay his/her dues or fees directly to the Treasurer of the local UNION.

In the event an employee has no pay due or insufficient pay to permit the deduction on the second pay of the month, the deduction shall be made on the second pay of the next following month. The EMPLOYER shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if, for any reason, it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the UNION.

In the event that a refund is due any employee for any sums deducted from wages and paid to the UNION, it shall be the responsibility of such employee to obtain the appropriate refund from the UNION.

All sums deducted by the EMPLOYER shall be remitted to the Treasurer of the local UNION, including a list of employees from whom dues and initiation fees have been deducted and the amount of the deduction from each employee. Such deductions and list will be sent to the Treasurer of the local UNION at an address designated by the UNION no later than ten (10) days after such deductions are made.

Such remittance shall be made by means of electronic transfer or other electronic or automated means.

During the life of this Agreement, the Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-Cap, provided that each such employee executes or has executed a form entitled, "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" which has been supplied by Union to the Employer; provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW V-Cap from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the

Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the Employer, from the employees' first union dues period in the first month following receipt of the check off authorization card and shall continue until the checkoff authorization is revoked in writing. The Employer agrees to remit said deductions promptly to UAW V-Cap, in care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

ARTICLE 4 **STEWARDS AND ALTERNATE STEWARDS**

Section 1. UNION employees shall be represented by a Bargaining Committee of three members and a minimum of two (2) Stewards with an Alternate Steward for each distributed in the following manner: Family Division: 1; Courthouse: 1.

Section 2. The Committeeperson/stewards, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the EMPLOYER, upon having received permission from his/her supervisor to do so. Permission from the supervisor shall not be unreasonably withheld within the eight (8) hour day of occurrence for the Committeeperson/stewards to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Committeeperson/stewards leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Employees abusing such time may be subject to disciplinary action.

The Committeeperson/stewards shall be required to record time spent. All such Committeeperson/stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3. The local president of the UNION will furnish, in writing, the EMPLOYER with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the EMPLOYER may at all times be advised as to the authority of the individual representative of the UNION with whom it may be dealing.

Section 4. The Committeeperson/stewards will have the necessary time to act in his/her UNION capacity without loss of pay. He/she shall request permission of his/her immediate supervisor when leaving his/her work area to investigate and process grievances. This time will not be abused.

The Committeeperson/stewards may have a witness, either the Alternate Steward or the aggrieved party, at all times when discussing any grievance governed by this Agreement with the EMPLOYER or any of its officers. The EMPLOYER may also have a witness when a grievance is being discussed.

Section 5. The Committeeperson is the proper person for the EMPLOYER to contact when problems arise concerning the UNION or UNION members. In the event that the Committeeperson is not available, the Steward shall be the proper person to contact when problems arise concerning the UNION or UNION members. The International Representative may be present at Step 3 of the grievance procedure if desired by the UNION and at Step 2 if requested by the Committeeperson.

Section 6. Each steward shall be a full-time employee with a minimum of one year seniority. A steward shall act in a representative capacity for the purpose of processing and investigating grievances from the employees in his/her group and shall have no authority to act in such capacity outside of his/her designated areas.

Section 7. Stewards and Bargaining Committee members shall be granted super-seniority for layoff and rehire purposes.

ARTICLE 5 (A)
GRIEVANCE PROCEDURE
(For Non-Court Elected Department Employees)

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees in a non-court, elected department, specifically, the Offices of the County Sheriff, County Public Works Commissioner, and County Prosecutor, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2. A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

Section 3. Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its

answer within the time limits. Time limits may be extended by mutual agreement of the UNION and EMPLOYER.

Section 4. Grievances will be processed in the following manner and within the stated time limits:

- Step 1.** An employee or designated member of a group of employees having a grievance shall discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor.
- Step 2.** If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward and be presented to the department head within ten (10) working days of its occurrence (or within 10 days of the meeting to verbally adjust the grievance) or when the employee could reasonably have become aware of its occurrence, not including the day of the meeting, if held, or occurrence. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance, in writing, within twenty (20) working days of the date of the presentation of the written grievance, not including the day of presentation.
- Step 3. (a)** If the grievance is not settled at Step 2, the written grievance shall be presented by the Union to the Personnel Division within ten (10) working days after the department head's response is given, not including the date of the response. Up to four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of whom may be the aggrieved employee, and one of whom will be the international representative at a reasonable time of mutual agreement. The Personnel Division shall reply to the grievance in writing within twenty (20) working days of the date of the grievance meeting.
- (b)** Both parties may agree to initiate the grievance at Step 3 of the grievance procedure and must process all grievances through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become

aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4.

Arbitration. In the event of failure to adjust the grievance at this point, either party may, within twenty (20) working days of a final decision, appeal to an impartial arbitrator. Notice of appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of the request for arbitration by either party, the other party shall be obliged to proceed in the following manner:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the request for arbitration, the party requesting the arbitration shall, within ten (10) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or arbitrable, under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Step 5. If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within twenty (20) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator.

- (a) The written grievance shall then be presented to the Chief Judge of the 10th Judicial Circuit Court within fourteen (14) working days after receipt of notice of refusal to comply with the recommendation of the arbitrator. The Chief Judge shall then set a date for the hearing of the grievance, which date shall be no more than thirty (30) days from the date of submission of the grievance to the Chief Judge. The Chief Judge of the 10th Judicial Circuit Court shall hear the appeal. If the Chief Judge is unavailable for any reason, then the appeal shall be heard by the Alternate Chief Judge of the 10th Judicial Circuit Court.
- (b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party.
- (c) The Hearing Judge shall hear the grievance de novo. The decision of the Hearing Judge shall be final and binding on both parties.
- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

Section 5. For the purpose of this article, working days are defined as Monday through Friday excluding holidays.

Section 6. Time limits may be extended in the grievance procedure by mutual

agreement.

Section 7. Step 5 of the grievance process may be invoked by either party on any matter as indicated herein, including but not limited to matters related to discipline, promotion, transfer, hiring, and Departmental operations; but shall not be invoked on matters exclusively affecting salaries, benefits, or an interpretation of this Agreement that is unrelated, either directly or indirectly to Departmental operations. In those circumstances only, which shall be narrowly construed, the answer provided in Step 4 (arbitration) shall be final and binding. It is acknowledged that if the subject of the grievance relates to salary or benefits incidental to discipline, Step 5 may be invoked by either party.

ARTICLE 5(B)
GRIEVANCE PROCEDURE
(For Employees Not In An Elected Department)

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees not in an elected department (that is, employees not included in a department listed in Section 1 of Article 5(A) of this Agreement or Section 1 of Article 5(C) of this Agreement including ISS, Planning, Equalization, Mosquito Control, Health, Michigan Works!, Maintenance, Community Corrections, Controller's Office, Commission on Aging, and Parks and Recreation, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2. A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

Section 3. Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended by mutual agreement of the UNION and EMPLOYER.

Section 4. Grievances will be processed in the following manner and within the stated time limits:

- Step 1.** An employee or designated member of a group of employees having a grievance shall discuss the

grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor.

Step 2.

If the grievance is not adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward, and be presented to the department head within ten (10) working days of its occurrence (or within ten (10) working days of the meeting to verbally adjust the grievance), not including the day of the meeting, if held, or occurrence if a meeting is not held. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance in writing within twenty (20) working days of the date of the presentation of the written grievance, not including the day of presentation.

Step 3.(a)

If the grievance is not settled at Step 2, the written grievance shall be presented by the Union to the Personnel Division within ten (10) working days after the department head's response is given, not including the date of the response. Up to four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of whom may be the aggrieved employee and one of whom will be the International Representative at a reasonable time of mutual agreement. The Personnel Division shall reply to the grievance in writing within twenty (20) working days of the date of the grievance meeting.

(b)

Both parties may agree to initiate the grievance at Step 3 of the grievance procedure and must process all grievances through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4.

Arbitration. In the event of failure to adjust the grievance

at this point, either party may, within twenty (20) working days of a final decision, appeal to an impartial arbitrator.

Notice of appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of the request for arbitration by either party, the other party shall be obliged to proceed in the following manner:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the request for arbitration, the party requesting the arbitration shall, within ten (10) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or arbitrable, under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

The decision of the arbitrator shall be final and binding on both parties.

Section 5. For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

Section 6. Time limits may be extended in the grievance procedure by mutual agreement.

ARTICLE 5(C)
GRIEVANCE PROCEDURE
(For Court Employees)

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees of the 10th Judicial Circuit Court including Friend of the Court, Probate Court, and 10th Judicial Circuit/Family Division, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2. A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

Section 3. Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended by mutual agreement of the UNION and EMPLOYER.

Section 4. Grievances will be processed in the following manner and within the stated time limits:

Step 1. An employee or designated member of a group of employees having a grievance shall discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor.

Step 2. If the grievance is not adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved

employee or groups of employees and by the Steward, and be presented to the department head within ten (10) working days of its occurrence (or within 10 days of the meeting to verbally adjust the grievance) not including the day of the meeting, if held, or occurrence. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance in writing within twenty (20) working days of the presentation of the written grievance, not including the day of presentation. If the department head is the Court Administrator, then this step 2 shall not apply.

Step 3.

- (a) If the grievance is not settled in Step 2, the written grievance shall be presented by the Union to the applicable Court Administrator within (10) working days after the department head's response is given, not including the date of the response. Up to four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of whom may be the aggrieved employee and one of whom shall be the International Representative at a reasonable time of mutual agreement. The Court Administrator shall reply to the grievance in writing within twenty (20) working days of the date of the grievance meeting.
- (b) Both parties may agree to initiate the grievance at Step 3 of the grievance procedure and must process all grievances through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4.

Arbitration. In the event of failure to adjust the grievance

at this point, either party may, within twenty (20) working days of a final decision, appeal to an impartial arbitrator.

Notice of appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of the request for arbitration by either party, the other party shall be obliged to proceed in the following manner:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the request for arbitration, the party requesting the arbitration shall, within ten (10) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or arbitrable, under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Step 5.

If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within twenty (20) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The written grievance shall then be presented to the Chief Judge of the Court from which the grievance arose, within fourteen (14) working days after receipt of notice of refusal to comply with the recommendation of the arbitrator.

- (a) The Chief Judge shall then set a date for the hearing of the grievance, which date shall be no more than thirty (30) days from the date of submission of the grievance to the Chief Judge.
 - (1) In the case of the 10th Judicial Circuit Court, the Chief Judge shall be the Hearing Judge. If the Chief Judge is directly involved in the grievance, the Hearing Judge shall be the alternate Chief Judge.
 - (2) In the case of the Saginaw County Probate Court, the Chief Probate Judge shall be the Hearing Judge. If the Chief Probate Judge is directly involved in the grievance, the Hearing Judge shall be the Alternate Chief Judge.
 - (3) In the case of the 10th Judicial Circuit Court/Family Division, the Presiding Judge of the Family Division shall be the Hearing Judge. If the Presiding Judge of the Family Division is directly involved in the grievance, the Hearing Judge shall be the Chief Judge of the 10th Judicial Circuit.
- (b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing shall be held within thirty (30) calendar days of submission of the grievance to the Judge.
- (c) The Hearing Judge shall hear the grievance de

novvo. The decision of the Hearing Judge shall be final and binding on both parties.

- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

Section 5. For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

Section 6. Time limits may be extended in the grievance procedure by mutual agreement.

Section 7. Step 5 of the grievance process may be invoked by either party on any matter as indicated herein, including but not limited to matters related to discipline, promotion, transfer, hiring, and court operations; but shall not be invoked on matters exclusively affecting salaries, benefits, or an interpretation of this Agreement that is unrelated, either directly or indirectly to the operation of the court. In those circumstances only, which shall be narrowly construed, the answer provided in Step 4 (arbitration) shall be final and binding. It is acknowledged that if the subject of the grievance relates to salary or benefits incidental to discipline, Step 5 may be invoked by either party.

Section 8. Nothing in this Article shall be construed to impinge on the Courts' status as the exclusive employer.

ARTICLE 6 **SENIORITY**

Section 1. Professional employees in existence as of December 13, 2005, shall have seniority based on date of hire with the Employer. Professional employees hired or becoming members of the union after December 13, 2005, shall acquire seniority upon completion of their probationary period, after which seniority shall be as of the original date of hire into a bargaining unit position. There shall be separate seniority lists for full-time and regular part-time employees.

Provided seniority is not broken as defined in Section 2 of this Article, full-time employees may count one-half (1/2) of their regular part-time service, if any, towards their full-time seniority date, and regular part-time employees may count full-time service towards their seniority date.

Section 2. Seniority shall be broken for the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged for just cause.

- (c) The employee is absent three (3) days without properly notifying the EMPLOYER unless a satisfactory reason is given and substantiated.
- (d) The employee fails to report to work within three (3) days after the expiration date of a leave of absence, unless a satisfactory reason is given and substantiated.
- (e) The employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff, not to exceed two (2) years.

ARTICLE 7

PROMOTION AND TRANSFER

Section 1. Positions to be filled within the courts and separate departments may be filled internally with an internal bargaining unit posting, but without a general posting to all unit members if the department head expects to fill the position internally. When regular vacancies in the bargaining unit are to be filled and the Department Head does not fill the position internally, the open job will be posted for a period of five (5) working days for bargaining unit members only. The parties encourage unit employees to bid for promotion or transfer within the bargaining unit. Bids can be entered in the Controller's Office during regular business hours. See Appendix A for Elected Officials' Deputies and Court Personnel.

A non-probationary employee who accepts promotion within this bargaining unit or transfers to a different job classification within this bargaining unit shall be subject to a trial period of ninety (90) calendar days, which may be extended if deemed necessary by the EMPLOYER. The Employer shall notify the union prior to the end of the 90 day trial period of the extension. A non-probationary employee from outside of the bargaining unit who accepts promotion or transfers to a position in this bargaining unit shall also be subject to a ninety (90) day trial period which may be extended if deemed necessary by the EMPLOYER. Notice shall also be provided by the Employer to the Union of such an extension.

In the event a non-probationary bargaining unit employee who accepts promotion or transfer within this bargaining unit fails to satisfactorily complete the trial period, or elects to return to his/her former job during the trial period, he/she shall be permitted to do so without loss of seniority.

A probationary employee who accepts promotion shall be subject to a new probation period equal to ninety (90) days or the remaining time of her/his original probation period, whichever is longer. A probationary bargaining unit employee who accepts promotion or transfer shall retain no rights to return to his/her former position.

If there are no qualified bidders for any open and posted job in the sole discretion of the EMPLOYER; the EMPLOYER may fill the job externally within a reasonable time; however Employer must provide Union notice if the time will extend beyond six (6) months. Positions will be filled using job related criteria established by the employer that will include: seniority, education, training, experience, ability and previous performance, including discipline, excessive tardiness and absenteeism (except as allowed by law). For the purposes of this section, promotion shall mean movement to a different position in the bargaining unit of a higher paygrade than that in which the employee is currently classified.

The Employer shall notify Union member applicant(s) as to the outcome of the selection.

See Appendix A for Elected Officials' Deputies and Court Personnel.

Section 2. Movement of an employee from one position to another shall affect the pay rate of the employee as follows:

- (a) If an employee is transferred into a classification with the same pay grade, the employee's pay rate shall remain unchanged.
- (b) If an employee is promoted to a higher pay grade the employee shall be paid at the lowest merit step in the new pay grade which is at least five percent (5%) above the salary he/she was receiving immediately before the promotion.
- (c) If an employee is demoted to a classification with a lower pay grade, or elects through a job bid to accept a lower classified job, the employee shall be paid in accordance with the new pay grade but will retain his/her previous step.
- (d) If an employee's position is reclassified to a higher pay grade, he/she shall be paid in the new grade retaining the step.
- (e) If an employee's position is reclassified to a lower pay grade, the employee occupying that position shall continue to receive the same pay as prior to reclassification, but shall receive no general wage increases nor normal progression wage increases until the reclassified positions' wage rate is equal to that of the employee's current wages.
- (f) If an employee is transferred to a lower paying position because of budgetary requirements, to avoid layoff, or upon recall from layoff, the employee will be paid at the highest step of the new classification, if the highest step is lower than what the employee's salary was before the transfer. If the salary before the transfer falls within the salary range of the position to which they are transferred, the employee will

be placed at the step which is nearest to, but that does not exceed his/her salary before the transfer.

ARTICLE 8
DISCIPLINE & DISCHARGE

Section 1. The EMPLOYER shall have the right to discipline, suspend, or discharge any non-probationary employee for just cause. Probationary employees have no rights to the grievance procedure.

Section 2. The employee or the UNION Steward will be required to acknowledge receipt of warnings, reprimands, or any other discipline up to and including discharge. The employee's signature does not mean that he/she agrees to the charges or penalties, or waives any right to grieve.

ARTICLE 9
LAYOFF & RECALL

Section 1. A reduction in work force is the elimination of a position, which management may specify by department and by classification.

Layoff shall be by department, by classification.

Within a classification, if there are both full-time and regular part-time positions, the regular part-time positions shall be eliminated first, and the employees in those part-time positions shall be laid off before the full-time positions are eliminated and employees in those full-time positions laid off, regardless of the seniority held by the employees in the positions. This section shall not apply to Circuit Court Reporters or Law Clerks who are subject to Appendix A. Employees holding the positions of Associate Friend of the Court and Caseworker (in the Friend of the Court only), shall have bumping rights limited to within their own respective classifications.

Prior to laying off an employee, the Employer shall provide written notice at least fourteen (14) days prior to the layoff.

Section 2. A laid off seniority employee, if recalled to an equal classification from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall be considered a resignation. A laid off employee shall be eligible for recall prior to posting a vacancy in an equal or lower pay grade of said employee prior to layoff and provided he/she is capable of performing the work as determined in the sole discretion of the employer. As openings occur in an employee's original classification prior to layoff, up to two (2) years, employees will be recalled to their original classification commensurate with seniority.

For purposes of bumping and recall, an employee laid off from his/her non-elected department may exercise his/her unit wide seniority in non-elected departments, provided he/she can perform the work. An employee laid-off from an elected

department shall not be eligible to bump or be recalled into any other Department. Elected Departments are: 10th Circuit Court including Friend of the Court, Probate Court, 10th Circuit Court - Family Division, Sheriff's Department, Public Works Office, and Prosecutor's Office. However, for bumping and recall purposes only, employees working within the 10th Circuit Court and employees working within the Friend of the Court shall be defined as working in separate departments and no bumping or recall between the 10th Circuit Court and the Friend of the Court shall be allowed.

Section 3. When an employee is recalled back to work, the employee will have up to five (5) working days to come back. The Employer will attempt to contact the employee for two (2) weeks.

Section 4. See Appendix A for Elected Officials' Deputies and Court Personnel.

ARTICLE 10 **WORKING HOURS**

Section 1. The official basic work week for full-time employees shall be forty (40) hours per week. The standard work day shall be eight (8) hours plus an unpaid lunch period (normally one hour). Employees shall be allowed two (2), fifteen (15) minute rest periods which shall be considered as paid time but may not be added to the lunch period or accumulated in any manner.

Section 2. Operating hours are established by the EMPLOYER. Department heads may stagger lunch periods and rest periods so as not to curtail services to the public. The Maintenance Department and other departments requiring shift work may alter their schedule to provide the best possible service. The employer retains the right to order daily overtime as required in emergency situations and personnel shortages. The EMPLOYER agrees to use best efforts to provide advance notice of overtime and/or changes in regular work schedules, recognizing that exigent circumstances may preclude such advance notice.

Section 3. When unforeseen circumstances force any building closure which affects bargaining unit members, those members will be excused from work, without loss of pay, during the time period the building is closed. Upon building reopening, all employees must return to work if reopening is during their regularly scheduled work shift. Employees are responsible for monitoring status of building reopening. Failure to report back to work upon building reopening will result in the employee being charged PTO from the time the building reopened, to the end of his/her shift regardless of whether other County employees were required to return to work.

Section 4. Compensatory and Overtime for FLSA Exempt Employees. Exempt Employees are salaried employees and are expected to meet the demands of their position without overtime compensation or compensatory time, despite the number of hours actually worked. There shall be no accrual or usage of compensatory time for this classification of employee. Conversely, if an exempt employee works more than two (2) but less than eight (8) hours per day, they are not required to charge their

Paid Time Off (PTO) bank. When an exempt employee works less than two (2) hours, they must charge their PTO Bank for a full, eight-hour day.

ARTICLE 11
HOLIDAYS

Section 1. The following days shall be designated and observed as paid holidays effective upon ratification:

| | |
|-----------------------------------|---------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King Jr.'s Birthday | Thanksgiving Day |
| Presidents' Day | Friday after Thanksgiving |
| Good Friday | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Eve Day |
| Labor Day | |

Section 2. Employees must work their last scheduled day before and their first scheduled work day after a holiday or be on authorized paid leave, excluding workers compensation and disability leave in order to be paid for the holiday.

Section 3. In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, excluding Christmas and New Year's Day, the previous Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual day of the holiday. Holiday hours shall be midnight to midnight.

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 4. Eligible full-time employees shall be paid for eight (8) hours of pay at their current rate of pay. Eligible regular part-time employees shall receive holiday pay at one-half (1/2) of the full-time rate.

ARTICLE 12
PAID TIME OFF

Regular full-time bargaining unit employees shall accrue Paid Time Off (PTO) in accordance with the following provisions:

| | <u>Annual Rate</u> | <u>Biweekly Rate</u> | <u>Days Per Year</u> |
|-------------------------------------|------------------------|--------------------------|------------------------------|
| 6 mos. - 3 years continuous service | 136 hours | 5.2308 hrs | 17 |
| 3 - 5 years continuous service | 152 hours | 5.8462 hrs | 19 |
| 5 - 10 years continuous service | 168 hours | 6.4615 hrs | 21 |
| 10 - 15 years continuous service | 184 hours | 7.0769 hrs | 23 |
| 15 - 20 years continuous service | 200 hours | 7.6923 hrs | 25 |
| 20 or more years continuous service | 216 hours | 8.3077 hrs | 27 |

(Regular part-time bargaining unit employees shall accrue "Paid Time Off" hours at one-half of the above rate.)

Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period.

Section 1. Effective December 30, 2004, the accumulation of PTO shall be limited to 800 hours and the amount carried forward into a new calendar year shall be limited by that amount. Effective December 30, 2005, and thereafter, the accumulation of PTO shall be limited to 700 hours.

Section 2. 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 employees current rate of compensation) through date of termination that such employee has accrued. Upon retirement, this dollar amount will count toward the employee's final average compensation.

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

Section 3. PTO taken for a short term illness of three (3) days or more may require a doctor's certification before return to work. The EMPLOYER may request a doctor's certification for any absence due to illness if PTO is being abused.

Section 4. An employee may not waive PTO and receive extra pay in lieu thereof.

Section 5. When a holiday observed by the EMPLOYER falls during an employee's scheduled PTO, the holiday will not be charged as a PTO day.

Section 6. For the purpose of computing PTO in accordance with the above provisions, hours worked shall include all hours in paid status as PTO during absence due to sickness or injury. PTO time will accrue during absence due to Workers Compensation or Paid Disability Leave for the first ninety (90) days.

Section 7. Members from all three UAW bargaining units, may donate earned PTO hours on an individual basis to a fellow UAW member to supplement that member's PTO bank with the understanding that the recipient member accepts all tax liability and the donors must give two weeks' notice of the donation to the Payroll Department. Donations must be in eight (8) hour increments and the donor's bank cannot fall below eighty (80) hours as a result of the donation. Each employee may donate no more than an accumulated total of eighty (80) hours per calendar year. Management shall have the exclusive right to approve or deny the use of PTO under this provision; and any decision made relative thereto shall not be subject to the grievance procedure unless management acted arbitrarily or capriciously.

ARTICLE 13 DISABILITY LEAVE

Section 1. Disability Leave shall be in accordance with County Policy Number 361, as amended on August 12, 2008.

ARTICLE 14 INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to December 13, 2005; and NEW EMPLOYEES are defined as bargaining unit members who were hired on or after December 13, 2005.

Section 1. Health Insurance for CURRENT EMPLOYEES. The Employer shall pay the premium (subject to employee co-pay as provided in Article 14, Section 11) for Blue Cross/Blue Shield Community Blue 1 with the following benefits, in summary: \$10 office visit co-pay; \$10 chiropractic visit co-pay; \$50 ER visit co-pay; \$100/\$200 deductible in-network; \$200/\$400 deductible out-of-network; CB-PCM; CB-MHP 20%; CB-AI; no lifetime maximum; \$5 generic/\$40 name brand prescription drug benefit with MOPD 2x and Rx-90-2x, prior authorization required (see attachment) or PPO8, with the prescription drug benefit as stated in Section 2, or provide comparable coverage for each employee, their current spouse and dependents as covered under the provisions of this Agreement. CURRENT EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen

during specified open enrollment periods. 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 Employer shall continue to pay its share of 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 insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage at the time they are employed and at the annual reopening.

Regular part-time employees hired before January 1, 1993 are eligible for health insurance benefits. Regular part-time employees hired on or after January 1, 1993 are not entitled to nor shall they receive health insurance benefits.

Section 2. Health Insurance for NEW EMPLOYEES.

The Employer shall pay the group premium effective on the first day of the month after 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 Employer shall continue to pay its share of 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 14, 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 Blue Cross/Blue Shield Community Blue 1, as described in Section 1 above, 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 Employer shall incur no costs or expenses whatsoever related to any NEW EMPLOYEE'S election to choose a plan other than PPO8. NEW EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods.

Effective January 1, 2010, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

- a. \$5 generic/\$40 name brand prescription drug benefit with MOPD 2x and Rx-90-2x, prior authorization required.

See Saginaw County Health Care Program details for more information.

Section 3. Continuation of Health Care Coverage Upon Retirement for CURRENT EMPLOYEES only.

To be eligible for retiree health insurance, a CURRENT EMPLOYEE must satisfy both the age and continuous length of service requirements associated with retirement under the MERS DB plan even if they are members of the ICMA DC plan. An employee hired before January 1, 1993 and retiring shall be entitled to health insurance for themselves, their spouse and their dependents, as defined by County Policy. The employee must continue with the group health option in which he/she is enrolled prior to retirement, provided proper application is made prior to retirement and the above described age and service requirements are met. Employees hired after January 1, 1993, who similarly retire, shall be entitled to continue with single coverage (employee only) in the group health option in which they are enrolled, prior to retirement.

Retirees and authorized covered dependents shall have Blue Cross/Blue Shield Community Blue 1, as described above, and PPO8 and possibly other health insurance plans offered by the Employer in effect during this Agreement. The members understand that the PPO plan may cost them additional out-of-pocket costs if they choose to live anywhere other than Saginaw County during their retirement. It is acknowledged that the health care option in which the employee is enrolled at the time of retirement will be the option under which they remain covered until conversion to Medicare Complementary Coverage. There will be no opportunity to switch to other options.

Employees who retire and who are eligible for and elect to receive health insurance coverage, shall be required to pay a percentage of premiums for said coverage, as indicated on the chart listed below. Payment shall be in accordance with the number of continuous years of service actually worked for the Employer regardless of the total number of credited years of service held by the employee for the purpose of calculating the Employer Defined Benefit Pension through MERS.

| CONTINUOUS YEARS OF SERVICE ACTUALLY WORKED | EMPLOYER PAYS | EMPLOYEE PAYS |
|---|---------------|---------------|
| 6 | 25% | 75% |

| | | |
|------------|-----|-----|
| 7 | 30% | 70% |
| 8 | 35% | 65% |
| 9 | 40% | 60% |
| 10 | 45% | 55% |
| 11 | 50% | 50% |
| 12 | 55% | 45% |
| 13 | 60% | 40% |
| 14 | 65% | 35% |
| 15 | 70% | 30% |
| 16 | 75% | 25% |
| 17 | 80% | 20% |
| 18 | 85% | 15% |
| 19 | 90% | 10% |
| 20 or more | 95% | 5% |

Employees who retire, and who are eligible for health insurance coverage, may elect to receive a monthly stipend of one hundred fifty dollars (\$150) per month, in lieu of said coverage, provided that they are not covered under a Employer paid health plan. This election is irrevocable; individuals electing this option may not re-enter the health care coverage program under any circumstances.

Regular part-time employees hired before January 1, 1993 are eligible for retiree health insurance benefits. Regular part-time employees hired on or after January 1, 1993 are not entitled to nor shall they receive retiree health insurance benefits.

For the specified time period only, as stated herein, CURRENT EMPLOYEES may refuse retirement health insurance provided in this Section 3 and thereby shall be enrolled in the RHS Plan described in Section 4 below for NEW EMPLOYEES. CURRENT EMPLOYEES refusing traditional retirement health insurance shall never be eligible for the retirement health insurance provided in this Section or any other retirement health insurance provided by the Employer at any time in the future. CURRENT EMPLOYEES who refuse retirement health insurance and thereby become enrolled in the RHS Plan shall be paid a one-time incentive of Fifteen

Thousand Dollars (\$15,000.00) by the Employer. The employee shall be responsible for any and all tax consequences associated with the incentive payment. This option shall terminate ninety (90) days from the date of this Agreement; and thereafter, this paragraph shall be considered null and void.

Section 4. Retirement Health Care Savings Program 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 Employer 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 or its equivalent. The Employer will contribute 1% of qualifying employees' salary to the HCSP and those enrolled are mandated to contribute a percentage of their salary ranging from 0.25% to 100%. This amount may be increased at any time, but never be 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.

Regular part-time employees are not entitled to nor shall they receive an HCSP Plan account.

Section 5. Medicare Insurance. Medicare insurance subscribers and their dependents shall be converted to Medicare Complementary coverage upon either the subscriber or a covered dependent reaching 65 years of age or otherwise becoming eligible for Medicare. They must enroll for both parts A and B of Medicare. If a 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.

Section 6. 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 follows, or comparable coverage:

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

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 7. Life Insurance. The Employer 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.

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 Employer reserves the right to provide fringe benefits as allowed by appropriate Workers' compensation rules, regulations, or law. 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 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 Employer's general liability insurance policy (currently at \$15,000,000.00 and shall include the cost of defense, including attorney fees).

Section 10. Dual Coverage. Employees and retirees of the employer 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, Section 2 and Section 6 of this Article, it is agreed that employees shall pay ten percent (10%) of the cost of the dental insurance premium and Blue Cross/Blue Shield Community Blue 1 health plan's premium, and zero percent (0%) of the PP08 health plan's premium. 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 shall 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 before January 1, 1993 are eligible for health insurance benefits. Regular part-time employees hired on or after January 1, 1993 are not entitled to nor shall they receive health insurance benefits.

Upon ratification, the Employer will provide a special open enrollment period of thirty (30) days, so that eligible members may change from the option chosen during the previous open enrollment period.

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

Health: In the event of layoff, health insurance shall be continued at County expense until the end of the month following the month in which the layoff began. 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 & Optical: Coverage shall continue at Employer expense until the last day of the month following the month during which the layoff occurred.

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 other than service in the armed forces. In cases of total disability, continuation beyond six (6) months may be possible in accordance with the terms and conditions of the insurance policy. An eligible employee who returns to work without loss of seniority within one (1) year 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 for layoffs as provided in this Section and as otherwise provided in Section 3 of this Article, all insurance coverage will terminate on the last day of the month in which the separation occurs. Health, dental and vision 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 an Employer 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 an employee of the Employer.

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 Employer 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. Optical Insurance. Employees and their eligible dependents 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 lens 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 and Twenty-Five and 00/100 Dollars (\$25.00) for lenses and frames or contact lenses. No payroll deduction is required.

Section 15. Wellness Activity Reimbursement. The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, attached hereto and incorporated herein, up to the amount of \$200 per calendar year.

Section 16. 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 "refund years" 2009, 2010, 2011 and 2012 (e.g. 2009's annual Refund share, if any, will be distributed by March 31, 2010). For purposes of this Section, "refund years" mean the 12-month periods recognized by BCBSM (historically from December 1 through November 30). 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 "refund 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 "refund year" would have received approximately \$492 by March 31, 2009. Further, if an employee had left employment on November 29, 2008, said employee would not have been eligible for nor would he/she have received any share of the Refund for that "refund year."

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 17. 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 18. 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, comparable benefits to those set forth in this Article shall be maintained.

ARTICLE 15 **LEAVES OF ABSENCE**

Section 1. Employees shall be eligible to apply for leaves of absence after completion of their probationary period with the EMPLOYER. Leaves of absence are granted at the sole discretion of the EMPLOYER. Leaves of absence are for

employees who require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. However, employees shall first be required to utilize any Paid Time Off (PTO) available to them while on an approved leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) PTO hours in his/her bank throughout the leave of absence, if requested and granted through the Benefit Division of the Controller's Office or, if applicable, court officials, prior to approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee. Time spent on unpaid leave will not be credited toward years of service in the retirement system if the unpaid leave exceeds thirty (30) days.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the department head. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The department head shall indicate his/her approval/disapproval and forward the request to the Personnel Division for consideration. In the case of the courts, the respective Chief Judge or designee will render approval/disapproval. Refusal to grant a disability leave only 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, in writing.

Section 4. Military Leave shall be in accordance with County Policy Number 363, as amended on October 25, 2005.

Section 5. Jury Duty Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

- (a) 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 amount received for jury duty.

Section 6. Court Appearances. Employees required either by the Employer, or any other agency, to appear before a court or 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. Employees will be paid for such time after turning over the witness fees to the EMPLOYER.

Section 7. In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave.

Section 8. It shall be the duty of the employee to keep the EMPLOYER notified of his/her proper address and telephone number at all times.

Section 9. Family and Medical Leave shall be in accordance with County Policy Number 364, as amended on January 20, 2009, subject to law.

Section 10. Union Leave. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business provided a forty-eight (48) hour written notice is given to and approved by the Employer specifying length of time off. The Employer may restrict the number of employees as necessitated by operational restrictions. Management retains the right to staff its operations as necessary.

ARTICLE 16 **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, Parents-in-Law (including current step parents -in-law), son or daughter-in-law, Grandparents (including current step-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 17 **MISCELLANEOUS**

Section 1. The business agent and/or official representatives of the UNION shall be permitted to visit the operation of the EMPLOYER during working hours to talk with bargaining representatives and/or committeepersons of the local UNION and/or representatives of the EMPLOYER concerning matters covered by this Agreement without interfering with the operations of the EMPLOYER. The UNION will notify the EMPLOYER prior to any such visits.

Section 2. The EMPLOYER agrees to provide bulletin board space which may be used by the UNION for announcements affecting the EMPLOYER'S employees. Notices other than announcements of meetings, elections, Saginaw County Job Postings, or social events shall be submitted to the EMPLOYER for approval prior to posting.

Section 3. Each employee shall have the right to review his/her personnel file upon

request.

Section 4. Employees required to drive their privately owned vehicle for Employer business shall be entitled to reimbursement at a base mileage rate equivalent to the IRS approved rate for the time period.

Section 5. The Employer agrees to have this Agreement printed and to distribute copies to members of the bargaining unit.

Section 6. The EMPLOYER encourages Saginaw County residency for all employees. Where appropriate, the EMPLOYER may recruit and hire qualified individuals from within Saginaw County or those who indicate an intention to relocate to Saginaw County, but the EMPLOYER shall not discriminate against any bargaining unit member on account of residency.

Section 7. Bargaining unit members who are required to complete mandatory Continuing Education Units or other training to maintain professional re-licensure, registrations, and/or certifications that are required for their positions will be given the opportunity to complete such programs. All programs must be pre-approved by the Employer and job related. In such cases, the Employer shall reimburse employees for class/course fees and related expenses. However, approval of reimbursement shall be subject to the availability of funds. Employees shall be entitled to mileage, meal and travel expenditures consistent with County policy. The Employer shall also make every attempt to pay for the cost of licenses, registrations and/or certifications when such licenses, registrations and/or certifications are required for their positions.

Section 8. The Employer shall furnish five (5) sets of shirts and trousers to the electrician. Shirts and trousers shall be laundered, repaired and maintained in a business-like appearance at all times by the electrician. Said clothing shall be replaced by the Employer when required based on normal wear and exchange of the old shirt and trousers. Misuse or careless defacing or destruction of the clothing will be at the expense of the employee. Said clothing shall be worn only on the job and to and from work. The Employer shall pay an annual Seventy-Five and 00/100 dollar (\$75.00) uniform cleaning fee to the electrician payable on or about June 1st of each year.

Should the electrician be called into work on weekends or after hours (any hours not in conjunction with his/her regular shift), the electrician will be compensated for the time worked. (Should the work be two (2) hours or less, the minimum amount of compensation received will be for a two (2) hour period.)

Section 9 If any changes are made to the process by which salary grades are established for positions, the Employer shall notify the Union of such changes in advance of implementing them.

ARTICLE 18
SAVINGS CLAUSE

If any Article or Section of the Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 19
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 20
SALARIES

Section 1. Job classification seniority for progression on the salary schedule shall commence with the employee's first full day of work within that classification on a regular basis for the EMPLOYER; provided, however, an employee assigned to a higher position on a full-time temporary basis, which later becomes regular, without a break, shall retain classification seniority from date first assigned.

Wages shall be:

Effective October 1, 2008: No base wage increase.

Effective October 1, 2009: No base wage increase; 1.75% one-time lump sum, considered as payroll.

Effective October 1, 2010: No base wage increase; 1.75% one-time lump sum, considered as payroll.

Effective October 1, 2011: No base wage increase; 1.75% one-time lump sum, considered as payroll.

Effective October 1, 2012: No base wage increase; 1.75% one-time lump sum, considered as payroll.

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.

ARTICLE 21
RETIREMENT

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to December 13, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after December 13, 2005.

CURRENT EMPLOYEES hired prior to June 1, 1994 who are not members of the ICMA Defined Contribution plan or who are otherwise eligible for and are currently receiving MERS benefits, shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with Benefit B-3 and F50/25 or F55/15, FAC 5, V-6 Program with zero percent (0%) employee contribution.

All other CURRENT EMPLOYEES are 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> |
|------------------------------|------------------------------|--------------|
| 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 may select one (1) of the above contribution plans initially upon being hired and may change the contribution plan in accordance with regulations established by the ICMA. Employees under the Defined Contribution Plan can retire at age fifty-five (55) with six (6) years of service.

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 the 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:

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

Ten (10) days worked in a month will be counted as one (1) month.

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 County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA.

ARTICLE 22 **LONGEVITY**

Current regular full-time employees who have completed five or more years of continuous service as of December 1st of each year shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service as of December 1st of each year and employment status (regular full-time or regular part-time) as of December 1st of each year. Length of continuous service shall be determined as stated in Article 6, Seniority and employment status is defined in Article 1. Regular full-time employees shall receive \$70 for each full year of continuous service.

Regular part-time employees, who received longevity pay in 2001, shall receive \$35 for each full year of continuous service, until their employment terminates. Regular part-time employees who did not qualify for longevity pay in 2001 (those that had less than five full years continuous service as of 12/01/01), are not eligible for longevity pay.

Regular full-time employees hired on or after December 13, 2005, are not eligible for nor shall they receive longevity pay.

An employee who retires or dies during the year prior to December 1st shall be entitled to pro-rata longevity pay for the number of months since the previous December 1st to the date of retirement or death.

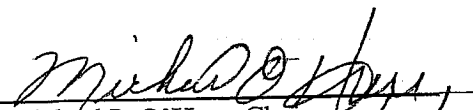
ARTICLE 23
TERMINATION OF AGREEMENT

This Agreement shall be in full force and in effect from the date of agreement between the parties, to and including, September 30, 2013, subject to approval by Family Division Judges, Circuit Court Judges, Probate Court Judges, Elected Officials (Sheriff, Prosecutor, and Public Works Commissioner) and the Saginaw County Board of Commissioners, and ratification by the UAW membership, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

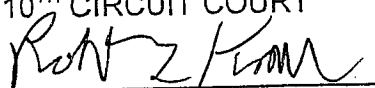
It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2013, or September 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such agreement.


FOR THE COUNTY OF SAGINAW

FOR THE UNITED
AUTOMOTIVE, AEROSPACE,
AND AGRICULTURAL
IMPLEMENT WORKERS OF
AMERICA


BY: 
Michael P. O'Hare, Chair
Board of Commissioners *5/3/2010*

BY: 
LYNNETTE ROYER

FOR THE 10TH CIRCUIT COURT
BY: 
HONORABLE ROBERT L. KACZMAREK

BY: 
DWIGHT LEWIS


BY: 
MARC A. MCGILL, CONTROLLER

BY: 
KRISTY BUSHON

(continued on next page)

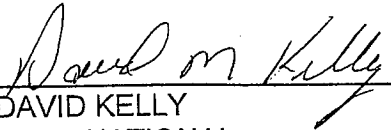
FOR THE PROBATE COURT AND 10th CIRCUIT
COURT FAMILY DIVISION

BY: 
HONORABLE PATRICK J. MCGRAW


BY: 
DONALD OETMAN
REGIONAL DIRECTOR

SAGINAW COUNTY ELECTED OFFICIALS

BY: 
MICHAEL D. THOMAS
PROSECUTOR

BY: 
DAVID KELLY
INTERNATIONAL
REPRESENTATIVE

BY: 
JAMES A. KOSKI
PUBLIC WORKS COMMISSIONER

BY: 
WILLIAM F. FEDERSPIEL
SHERIFF

CIVIL COUNSEL
APPROVED AS TO FORM:

BY: 
ANDRE' R. BORRELLO
GILBERT, SMITH & BORRELLO, P.C.

APPENDIX A

A. MANAGEMENT SECURITY

Section 1. No employee, UNION member or other agent of the UNION, shall be empowered to call, encourage, cause, or participate in or support any strike, work stoppage, or cessation of employment prohibited under Act 379, Public Acts of 1965. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

B. ELECTED OFFICIALS' DEPUTIES AND COURT PERSONNEL

Section 1. Saginaw County Elected Officials and Judges have the legal authority to appoint their deputy(ies) and other personnel in accordance with the laws, regulations and Court rules of the State of Michigan including but not limited to the following: All Courts: MCR 8.110, and Public Works Commissioner: MCL Sections 280.21 & 280.24.

Elected Officials' Deputies and others as provided by law, regulation, or court rule serve at the sole and unbridged discretion of the Elected Official or Judge/Court to whom said employee is assigned. All of said positions shall be filled at the sole discretion of the Elected Official or Judge/Court for which said employee is to work. The Deputies and other personnel shall have the right to the grievance procedure as herein above set forth. No language dealing with transfers shall be applicable to the Elected Officials' Deputies or other Court personnel as described herein.

Section 2. In the event one of the Elected Officials' Deputies or other personnel subject to this Appendix A (B) is relieved of his/her position for any reason other than discharge by the Elected Official or authorized Judge, said employee will be treated as if he/she was laid off and he/she will have the rights granted under Article 9 "LAYOFF AND RECALL".

Section 3. The provisions of this Addendum shall supersede and take precedence over any provision of the Agreement hereinbefore set forth which is inconsistent with any provision of this Addendum.

Section 4. The Court Reporters of the 10th Circuit Court, including Probate Court may be replaced by future electronic technology only through attrition, including and limited to voluntary termination of the union employee, firing, permanent disability, retirement or death.

C. JOB POSITIONS AND THEIR CORRESPONDING EMPLOYER AND/OR CO-EMPLOYERS

10th Judicial Circuit Court (exclusive employer)

Circuit Court Reporter
Law Clerk-Bailiff

Friend of the Court

Court Referee
Associate Friend of the Court
Caseworker
Interstate Caseworker
Accountant I

Probate Court (exclusive employer)

Probate Court Reporter

10th Judicial Circuit Court Family Division (exclusive employer)

Juvenile Traffic Referee/Intake Officer
Attorney-Referee
County Juvenile Officer/Referee Attorney

Saginaw County Sheriff (co-employer)

Grant Coordinator
Financial Administrator

Saginaw County Public Works Commissioner (co-employer)

Deputy Public Works Commissioner/Engineer
Maintenance Engineer

Saginaw County Prosecutor (co-employer)

Legal Aide
Financial Investigator
Victim's Rights Advocate/Investigator
Victim's Rights Coordinator
Criminal Investigator

All other positions have the County as the Employer.

Salary Schedules "P" Scale

| | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|
| P-01 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$25,734 | \$26,776 | \$27,833 | \$28,871 | \$29,919 | \$31,048 |

| | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|
| P-02 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$27,833 | \$28,952 | \$30,085 | \$31,204 | \$32,330 | \$33,539 |

| | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|
| P-03 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$30,164 | \$31,368 | \$32,571 | \$33,781 | \$35,065 | \$36,354 |

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|-------------------|----------|----------|----------|----------|----------|----------|
| P-04 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$32,491 | \$33,861 | \$35,232 | \$36,594 | \$37,958 | \$39,412 |

| | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|
| P-05 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$34,982 | \$36,516 | \$38,038 | \$39,568 | \$41,096 | \$42,709 |

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|-------------------|----------|----------|----------|----------|----------|----------|
| P-06 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$37,645 | \$39,329 | \$41,019 | \$42,792 | \$44,559 | \$46,330 |

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|-------------------|----------|----------|----------|----------|----------|----------|
| P-07 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$40,532 | \$42,469 | \$43,974 | \$46,330 | \$48,256 | \$50,184 |

| | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|
| P-08 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$43,268 | \$45,339 | \$47,486 | \$49,642 | \$51,791 | \$53,939 |

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|-------------------|----------|----------|----------|----------|----------|----------|
| P-09 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$46,693 | \$49,004 | \$51,316 | \$53,627 | \$55,935 | \$58,326 |

| | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|
| P-10 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$50,514 | \$52,986 | \$55,454 | \$57,928 | \$60,399 | \$62,920 |

| | | | | | | |
|-------------------|----------|----------|----------|----------|----------|----------|
| P-11 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$53,569 | \$56,398 | \$59,231 | \$62,046 | \$64,818 | \$67,516 |

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|-------------------|----------|----------|----------|----------|----------|----------|
| P-12 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$57,343 | \$60,563 | \$63,741 | \$66,906 | \$70,061 | \$72,987 |

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|-------------------|----------|----------|----------|----------|----------|----------|
| P-13 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
| | Starting | 6 months | 1 year | 2 years | 3 years | 4 years |
| 10/1/08 - 9/30/13 | \$60,777 | \$64,134 | \$67,798 | \$71,167 | \$74,871 | \$78,002 |

Category: 300
Number: 341

Subject: PAID TIME OFF (PTO)

1. PURPOSE: It is the purpose of this policy to establish a uniform system regulating the accrual and use of paid time off hours with the aim of improving the quality of personnel administration in Saginaw County.
2. AUTHORITY: The Saginaw County Board of Commissioners.
3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.
4. RESPONSIBILITY: The Controller/CAO of Saginaw County shall be responsible for the implementation and administration of this policy.
5. DEFINITIONS: NONE
6. POLICY:

6.1 Rate of Accrual.

6.1.1 Each regular full-time employee shall accrue 'Paid Time Off' hours at the following rate:

| | <u>Annual Rate</u> | <u>Biweekly Rate</u> |
|------------------------------------|--------------------|----------------------|
| 6 mos.- 3 years continuous service | 136 hours | 5.2308 hours |
| 3 - 5 years " " | 152 hours | 5.8462 hours |
| 5 - 10 years " " | 168 hours | 6.4615 hours |
| 10 - 15 years " " | 184 hours | 7.0769 hours |
| 15 - 20 years " " | 200 hours | 7.6923 hours |
| 20 or more years " " | 216 hours | 8.3077 hours |

(Regular part-time employees accrue 'Paid Time Off' hours at one-half the above rate.)

6.1.2 Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period.

6.2 Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours (effective December 31, 2000) shall be limited to 1,200 hours and the amount carried forward into a new calendar year shall also be limited by this amount. Effective December 31, 2001, the accumulation of PTO hours shall be limited to 1,100 hours; effective December 31, 2002, 1,000 hours; effective December 31, 2003, 900 hours; effective December 31, 2004, 800 hours; and effective December 31, 2005, 700 hours.

- 6.2.1 When an employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrual, earning at the new rate will begin on the first day of the current pay period.
- 6.2.2 Employees shall be paid during PTO leave on the basis of the normal workweek for the classification of work in which they are normally employed and at the rate of pay prevailing during the period that the time is taken.
- 6.3 Separation. Upon separation from County employment, an eligible employee shall receive pay for 50% of the unused accumulated PTO hours up to a maximum of 600 hours or 75 days accumulation (or actual pay-off at 300 hours, or 37.5 days), or as negotiated in employment contracts. Upon retirement, PTO pay will count toward the employee's final average compensation, unless otherwise provided by employment contracts. Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day.
- 6.4 Holidays. If a holiday, as defined in the Holiday Policy, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.
- 6.5 Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.
- 6.6 Vacation Schedules. Vacation schedules for employees shall be developed and approved by Department Heads. It shall be the practice of each Department Head to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in personnel. Paid Time Off may be taken in increments of one (1) hour from the PTO bank with advance approval of the Department Head.
- 6.6.1 Except for illness or an emergency, the use of PTO hours for "personal" reasons other than vacations is a request and therefore requires supervisory approval prior to use in increments not less than 15 minutes.
- 6.6.2 PTO, once approved, 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).
- 6.7 PTO Donation. The purpose of PTO donation is to allow County employees to support fellow employees in personal or family situations which create a severe issue for the receiving employee. County employees may donate earned PTO hours on an individual basis to fellow County employees to supplement that member's PTO bank with the understanding that the recipient member accepts all tax liability and the donor must give two weeks' notice of the donation to the Payroll Department. Donations must be in eight (8) hour increments and the donor's bank cannot fall below eighty (80) hours as a result of the donation. Each

employee may donate no more than an accumulated total of eighty (80) hours per calendar year. Donations are irrevocable. Donated PTO may not be used for cash out or retirement purposes. Donated PTO will have no value for the recipient other than to use for PTO. Management shall have the exclusive right to approve or deny the use of PTO under this provision; and any decision made relative thereto shall not be subject to the grievance procedure unless management acted arbitrarily or capriciously.

7. ADMINISTRATIVE PROCEDURES: NONE

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED/AMENDED: April 23, 2002 - Section 6.2 Amended November 15, 2005 /
Amended: April 25, 2006

Category: 300
Number: 361

Subject: **DISABILITY LEAVE**

1. **PURPOSE:** It is the purpose of this policy to establish a system of uniform and appropriate rules and regulations regarding employees who are unable to work due to non-work related reasons.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.
4. **RESPONSIBILITY:** The Controller's Office shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:** NONE
6. **POLICY:**

6.1 **Coverage.** A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work related nature is eligible to apply for disability leave (described in 6.2). Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy # 341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available. Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty [40] hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority, whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

Disability leave may be allowed in cases of sickness or injury occurring during a Paid Time Off (vacation) period. Evidence of such incapacity from the first (1st) day must however be provided to the satisfaction of the employer.

If a subsequent disability occurs, solely resulting from the same illness or injury, the original fourteen day waiting period described above shall be considered the waiting period required for the subsequent disability except however, no more than one year of disability pay shall be paid for the same illness or injury.

PTO shall only accrue for the first ninety (90) days of the disability. All payroll deductions in effect prior to disability will be deducted from disability payments. The disability plan will also provide for health, optical and dental coverage to continue during the entire period of disability (up to one year) with the same employee co-pay or percentage of premium contribution. Basic life insurance coverage will also continue without cost during the disability. Voluntary additional coverage will be maintained based on continuous employee premium payments.

- 6.2 Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 6.1 except by County approved medical disability. Requests are submitted and processed through the Controller's Office or the designated court official(s). Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary, which will be paid for by the County.
- 6.2.1 An eligible employee requesting disability leave who may also be eligible under the Family Medical Leave Act (FMLA) requirements shall have the time used counted towards the annual (FMLA) entitlement of twelve (12) total weeks (See Policy #364).
- 6.3 Final Determination. The Controller's Office will exclusively make the final determination to grant a disability claim and notification will be provided to the affected Department Head along with any work restrictions.
- 6.4 Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and approved by the County or when the treating physician's statement of disability expires and an extension is not provided; or when the employee retires as a result of disability or normal service retirement; or upon layoff, death, discharge, or resignation or after twelve months pursuant to section 6.1 above. If disability benefits are exhausted and the employee cannot return to work, with or without reasonable accommodation, the employee's employment with the County of Saginaw shall be terminated. If an employee is terminated because of exhausting disability leave, all insurance and other employment benefits will also terminate.
- 6.5 Social Security Offset. Disability payment described herein shall be offset by any Social Security disability payment due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the County for any period paid by Social Security shall be repaid by the employee to the County.

6.6 Light Duty. All employees are subject to the Light Duty rules contained in Section 6.6 of the Worker's Compensation Policy, Policy # 345.

7. ADMINISTRATIVE PROCEDURES: NONE

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: April 23, 2002; August 12, 2008

Category: 300
Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

1. **PURPOSE:** The purpose of this policy is to establish procedures to reimburse eligible employees and retirees for participation in certain wellness activities and in accordance with the specific provisions enumerated herein.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** This policy shall apply to all eligible non-union employees only and retirees who participate in programs or activities that further personal wellness.
4. **RESPONSIBILITY:** The Controller/CAO shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:**
 - 5.1 **Personal Wellness Activity.** Participation or membership in groups such as Weight Watchers, fitness facilities such as the YMCA, or activities such as fitness classes are included. Sporting leagues of entertainment value, such as bowling, golf, or softball leagues, are not included.
 - 5.2 **Eligible Employees.** Employees or retirees who receive or are eligible to receive health insurance benefits from Saginaw County, as defined in Policy #343. This policy does not include employees' families and/or dependents.
6. **POLICY:**
 - 6.1 It is the policy of Saginaw County to encourage its employees to live as healthy a lifestyle as possible. To support employees to that end, the County has joined with certain local wellness organizations to offer discounted rates to employees for participation in those programs. To further encourage a wider number of employees and retirees to participate in wellness activities, the County will reimburse each eligible non-union only employee or retiree up to \$200.00 for the cost of participation or membership in such activities. Employees covered by a Collective Bargaining Agreement (CBA) will receive up to \$100 per calendar year for the cost of participation or membership in such activities unless the applicable CBA states otherwise. Proper documentation and verification must be provided as outlined in 7.1.
 - 6.2 **Eligibility and Restrictions.** Programs, facilities, or activities must contribute to the employee's or retiree's wellness or self-improvement, as solely determined by the Controller's Office. The following rules shall specifically apply:

- 6.2.1 Employee or retiree must be enrolled in a program or activity or belong to a fitness facility on or before December 1 of each year in order to be eligible for reimbursement.
- 6.2.2 An employee or retiree shall not be reimbursed for any amount over \$200.00 in one calendar year. If an employee's or retiree's actual costs are less than \$200.00, the employee or retiree will be reimbursed for the lesser amount.
- 6.2.3 Only the cost of participation in a program, activity, or facility may be reimbursed. Fitness equipment, manuals, food, supplements, or other costs are not eligible for reimbursement.

7. ADMINISTRATIVE PROCEDURES:

7.1 The employee or retiree must apply to the Controller's Office for reimbursement of fees prior to December 15 of each year using the appropriate County form and attaching proper documentation and verification. The Controller's Office shall approve or deny the employee's or retiree's application requesting reimbursement for participation in a specific program, facility, or activity and certify that the employee or retiree meets the eligibility criteria. The Controller's Office shall decide what constitutes an eligible program, facility, or activity.

7.1.1 Proper documentation includes a letter or receipt from the program or facility that indicates the cost of fees to belong to or attend wellness activities.

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: December 12, 2006
AMENDMENTS: September 22, 2009

Category: 300
Number: 363

Subject: LEAVE OF ABSENCE POLICY

1. PURPOSE: It is the purpose of this policy to establish a system of uniform and appropriate regulations for employee leaves of absence.
2. AUTHORITY: The Saginaw County Board of Commissioners.
3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.
4. RESPONSIBILITY: The Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.
5. DEFINITIONS: NONE
6. POLICY:
 - 6.1 Policy. Leaves of absence may be approved for employees, who in addition to authorized paid leave, request time off for personal reasons. Leaves of absence are without pay and benefits unless otherwise specified in the County personnel policies. Department Heads are encouraged to approve leave requests based upon the merit of the request and the work requirements of the department.
 - 6.2 Approval. All leaves of absence of 31 days or more, must be approved by the appropriate committee of the Board of Commissioners or the Controller. Requests for a leave of 30 calendar days or less may be approved by the Department Head. All other leaves shall be processed in accordance with Section 7.1 of this policy.
 - 6.3 Military Leave. The County shall observe the provisions of the Federal regulations regarding re-employment rights and leaves of absence.
 - 6.3.1 In addition, the County adopts the following additional benefits in response to the War On Terrorism. These benefits may continue up to two years, or until the involuntary service ends, whichever comes first.
 - 6.3.1.1 The County will grant a leave of absence to an employee who is reporting for full-time active federal military service.
 - 6.3.1.2 The employee, while on active duty, continues to accrue "years of service" credit, as if the employee were on continuous service with the County. The returning veteran will be entitled to the same privileges that would have been granted had the employee not entered military service.

- 6.3.1.3 The veteran must apply for re-instatement within ninety days of release under honorable conditions or ninety days following hospitalization associated with active duty. (The hospitalization may be up to one year after release.)
- 6.3.1.4 The County will pay the difference between regular salary and military pay for employees who are called up to active duty from the National Guard or Reserves, or who are involuntarily inducted. It is the responsibility of the employee to provide the Personnel Department with their military pay vouchers.
- 6.3.1.5 For employees who are involuntarily inducted or for National Guard or Reserve call-up, insurance benefits for the employee and his/her dependants will be continued with the employee making the normal contribution, if military health insurance is not immediately available.
- 6.3.1.6 Annual leave will continue to accumulate for the first six months of active duty.
- 6.3.1.7 An employee, as a member of the County's retirement plan at the time of entry into active military service, will receive retirement credit for the time in military service as if it were County service with the employee making the normal contributions, if applicable.
- 6.3.1.8 The following actions must be taken by the employee prior to beginning active duty, or within two weeks upon beginning active duty, and after release from active duty:
 - 6.3.1.8.1 Notify the Department Head upon receipt of official military orders to report to full-time duty and provide a copy of the induction notice or military orders.
 - 6.3.1.8.2 The Department Head arranges for an exit interview with the Personnel Director, if time allows.
 - 6.3.1.8.3 Apply for re-instatement within ninety days of release from active duty to the Personnel Department.
 - 6.3.1.8.4 Present a copy of the official discharge or separation papers to the Personnel Department.
- 6.3.1.9 This policy applies to employees who are members of the National Guards or Reserves who are called up to active duty

or for employees who are involuntarily inducted for their first tour of duty. It does not apply to non-active duty service such as the normal two weeks per year training commitment normally required of Reserve personnel.

6.4 Special Leave. An employee may request a special leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.

6.5 Extension. An employee may request an extension of a leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.

6.6 Benefits. No PTO or vacation leave shall accrue to an employee during an unpaid leave of absence. Coordination of Health, Dental, Optical and Life Insurance benefits during an unpaid leave of absence shall follow applicable continuation of insurance language in Employee Insurance Policy, # 343, Section 6.7.5.

6.7 Continuous Length of Service. Time spent on leave of absence shall be included as continuous length of service, if the leave does not extend beyond 180 days. Leaves extending beyond 180 days shall not be included in continuous length of service, except Military Leaves in compliance with federal law.

6.8 Return From Leave of Absence. When granted a leave of absence the employee commits himself to returning to work immediately at the end of the leave. If an employee fails to return to work immediately at the expiration of a leave of absence, or extension thereof, the failure to return shall be considered a resignation from County employment.

7. ADMINISTRATIVE PROCEDURES:

7.1 Application. Except where specified, leaves of absence shall be without pay. A non-medical leave shall not exceed one (1) year in length. The employee shall submit his request for leave of absence to the Department Head who shall have disapproval authority. If the Department Head desires to secure approval of the request, it shall be forwarded to the Personnel Division for consideration by the appropriate committee or the Controller who shall have authority to approve military and special leaves. A Family and Medical Leave (FMLA) request (that is not a disability leave) shall be submitted for approval to the Personnel Division or authorized officials 30 days in advance when the need is foreseeable. If after a leave of absence approval the County determines prior to the completion of the leave that it qualifies as a FMLA leave, the employee will be notified and shall be required to comply under the stipulations in Policy #364.

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: April 23, 2002
AMENDED: October 25, 2005

Category: 300
Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

1. **PURPOSE:** It is the purpose of this policy to establish uniform guidelines and rules for those employees who elect to apply or otherwise qualify, for leave in accordance with the Family and Medical Leave Act (29 USC 2601).
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
4. **RESPONSIBILITY:** The Controller/CAO of Saginaw County and/or his/her designee shall be responsible for the implementation of this policy. It shall be the responsibility of the Controller's Office and Department Heads to administer this policy.
5. **PRELIMINARY STATEMENT:** Saginaw County shall administer this policy in accordance with the Family and Medical Leave Act and its accompanying regulations, set forth in 29 CFR 825.100, et seq. Thus, although this policy sets forth a summary of the requirements, process and procedure regarding employees' use of leave under applicable circumstances, Saginaw County shall administer this policy in accordance with the Act and its regulations.
6. **DEFINITIONS:**
 - 6.1 **Serious Health Condition.** Is defined as stated in 29 CFR 825.113, but is generally regarded as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
7. **POLICY:**
 - 7.1 **Eligibility.** Saginaw County's family and medical leave policy is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the preceding 12 month period, so long as the County has 50 employees within 75 miles. If eligible, an employee may be able to take unpaid

leave as indicated below during the calendar year (based on a 12 month rolling calendar).

7.1.1 Basic Leave Entitlement. FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

7.1.1.1 To care for the employee's child after birth (within the first 12 months after birth);

7.1.1.2 The placement of a child with the employee for adoption or foster care (within the first 12 months of placement);

7.1.1.3 To care for the employee's spouse, son or daughter, or parent who has a serious health condition;

7.1.1.4 For a serious health condition that makes the employee unable to perform the employee's job; or

7.1.1.5 For incapacity due to pregnancy, prenatal medical care, or child birth.

7.1.2 Military Family Leave Entitlements. FMLA requires covered employers to provide leave in the following circumstances relating to military service:

7.1.2.1 Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying exigencies. Qualified exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

7.1.2.2 Eligible employees (spouse, son, daughter, parent, or next of kin of a covered service member) may take up to 26 weeks of leave to care for a covered service member during a single 12 month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious illness or injury incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment,

recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

- 7.2 Application and Approval. Qualified employees seeking to take leave in accordance with the Family and Medical Leave Act shall contact the Personnel Division of the Controller's Office. Staff will discuss the need for leave with the employee and will provide the employee with a Notice of Eligibility and Notice of Rights and Responsibilities within the timeframe indicated within the Act. The Notice of Rights and Responsibilities will detail additional information an employee must provide in order for a determination to be made if the absence qualifies as FMLA Leave. If sufficient information is not provided in a timely manner, an employee's leave may be denied.

After review of any additional documentation required in the Rights and Responsibilities Notice, a representative from the Personnel Division shall indicate if the leave request has been approved or denied by providing the employee with a Designation Notice in the timeframe indicated within the Act.

7.3 Employer/Employee Responsibilities.

- 7.3.1 Employee Responsibilities. When requesting leave, the employee must provide the Saginaw County Personnel Department with at least 30 days advance notice when the need for leave is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for the FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the employer if the requested leave is for a reason for which FMLA Leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

- 7.3.1.1 Certification. Certification will be required if the leave request is for the employee's own serious health condition, to care for a family member's serious health condition, or for a qualifying exigency or serious illness or injury of a covered service member for military family medical leave. Failure to provide the requested certification in a timely manner (within 15 calendar days) may result in denial of the leave until certification is provided.

Consistent with other County policies and procedures and/or terms set forth in applicable collective bargaining agreements, the County may request and, to the extent allowed by law, require a fitness-for-duty certification prior to reinstatement to ensure the employee is able to perform the essential functions of the employee's job. Qualifying FMLA Leave will not be counted as an absence under the applicable department's attendance policy.

As allowed by the Act, the County, at its expense, may require an examination by a second health care provider designated by the County of Saginaw if the County has a reasonable question regarding the medical certification provided by the employee. Or, in accordance with the manner prescribed in the Act, the County may request authentication or clarification from the employee's health care provider as to an issue(s) relating to the provided medical certification.

The County may also seek re-certification of a serious medical condition in accordance with the Family and Medical Leave Act.

7.3.2 Employer Responsibilities. Covered Employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

7.4 Benefits and Restoration. The County of Saginaw will maintain health care benefits under any "group health plan" and life insurance for the employee while on FMLA Leave on the same terms as if the employee had continued to work, including that the employee is responsible for paying the normal monthly contribution. All other benefits cease to accrue during an unpaid portion of the leave. Use of FMLA Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

As allowed by the Act, employees must use any personal time off (PTO) to the extent available, subject to allowance for a 40 hour PTO bank limitation (see Section 7.4.1), during this leave period. Absences in excess of these accumulated days will be treated as leave without pay. Upon return from leave, most

employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

7.4.1 40 Hour PTO Bank Limitation. Prior to beginning a FMLA Leave, upon written request to the Personnel Division or authorized officials, an employee may retain up to forty (40) PTO hours-banked time by opting for unpaid time once their PTO bank reaches that level of time.

7.5 Intermittent Leave. An employee does not need to use FMLA Leave in one block. When medically necessary, employees can take intermittent FMLA or reduced leave schedule leave. The County will work with employees to arrange reduced work schedules or leaves of absence in order to care for a family member's serious health condition or their own serious health condition. However, employees who are on approved intermittent leave must still, when practicable, give notice of any and all prearranged leaves, including, but not limited to, scheduled doctors appointments, treatment times, etc., which will result in the employee's absence from his/her department for any period of time. Employees must also make reasonable efforts to schedule leave for planned medical treatments so not to unduly disrupt the employer's operations.

Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave because of the birth or adoption of a child must be completed within the 12 month period beginning on the date of birth or placement of the child. Leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care may not be taken intermittently without special permission from the Department Head or applicable Elected Official.

7.6 Applicability of Other Laws. When state and local laws offer more protection or benefits, the protection or benefits provided by those laws will apply.

7.7 Accordance with the Law. This policy shall be interpreted, and construed in accordance, with the Family and Medical Leave Act.

7.8 Any employee who is off on a FMLA Leave and is determined to be acting in a manner, means, or activity not related to the leave can be disciplined up to and including discharge.

7.9 Unlawful Acts by Employers and Enforcement Mechanisms. The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. If an employee feels they are being discriminated against, they may file a complaint in accordance with County Policy #322, Discrimination and Sexual Harassment.

Concerns or complaints about FMLA Leave can be directed to Personnel, or an employee may file a complaint with the U.S. Department of Labor, or may bring a

private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

8. ADMINISTRATIVE PROCEDURES: None
9. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009

Attachment

Blue Cross/Blue Shield of Michigan
Prior Authorization/Step Therapy Program

For the most recent Prior Authorization/Step Therapy Program document, see
www.bcbsm.com.

**Memorandum of Understanding between
UAW Local 455, Unit 50 ("Union") and
the County of Saginaw ("Employer")**

WHEREAS, the Employer and Union are parties to a collective bargaining agreement ("CBA") which was ratified on November 17, 2009; and

WHEREAS, circumstances on the part of the Employer have delayed distribution of executed copies of the CBA to the Union's membership, causing the need to extend the time period during which a certain option provided in the CBA can be exercised by eligible Union member employees, as further set forth herein.

NOW THEREFORE, it is agreed as follows:

1. Due to the delay in distributing copies of the CBA to Union employees, the Employer shall extend the option as provided in the final paragraph of Article 14, Section 3 of the CBA (reprinted here) for not more than 60 days from the date of this Agreement.

For the specified time period only, as stated herein, CURRENT EMPLOYEES may refuse retirement health insurance provided in this Section 3 and thereby shall be enrolled in the RHS Plan described in Section 4 below for NEW EMPLOYEES. CURRENT EMPLOYEES refusing traditional retirement health insurance shall never be eligible for the retirement health insurance provided in this Section or any other retirement health insurance provided by the Employer at any time in the future. CURRENT EMPLOYEES who refuse retirement health insurance and thereby become enrolled in the RHS Plan shall be paid a one-time incentive of Fifteen Thousand Dollars (\$15,000.00) by the Employer. The employee shall be responsible for any and all tax consequences associated with the incentive payment. This option shall terminate ninety (90) days from the date of this Agreement; and thereafter, this paragraph shall be considered null and void.

2. At the conclusion of the 60-day period, said option shall terminate and said paragraph shall be considered null and void.
3. It is further understood and agreed that due to the conversion of the RHS Plan to the Health Care Savings Program (see Article 14, Section 4 of the CBA), any employee exercising such option will be enrolled in the substantially equivalent Health Care Savings Program, not the RHS Plan.

3. Nothing in this MOU shall be construed to conflict with any provision of the CBA and no other provision of the CBA is affected by this MOU other than that which is set forth herein.

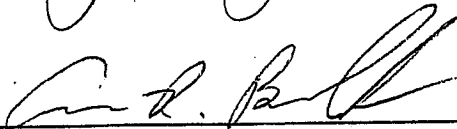
FOR THE EMPLOYER



Marc A. McGill, Controller/CAO



Jennifer Broadfoot, Personnel Asst



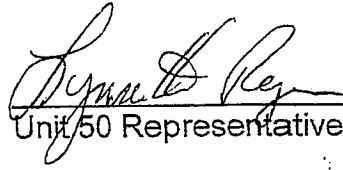
Andre R. Borrello, Labor Specialist

Date: 5-26-10

FOR THE UNION



David Kelly, International Rep



Unit 50 Representative