

12/31/95

AGREEMENT

BETWEEN

THE COUNTY OF SAGINAW

AND

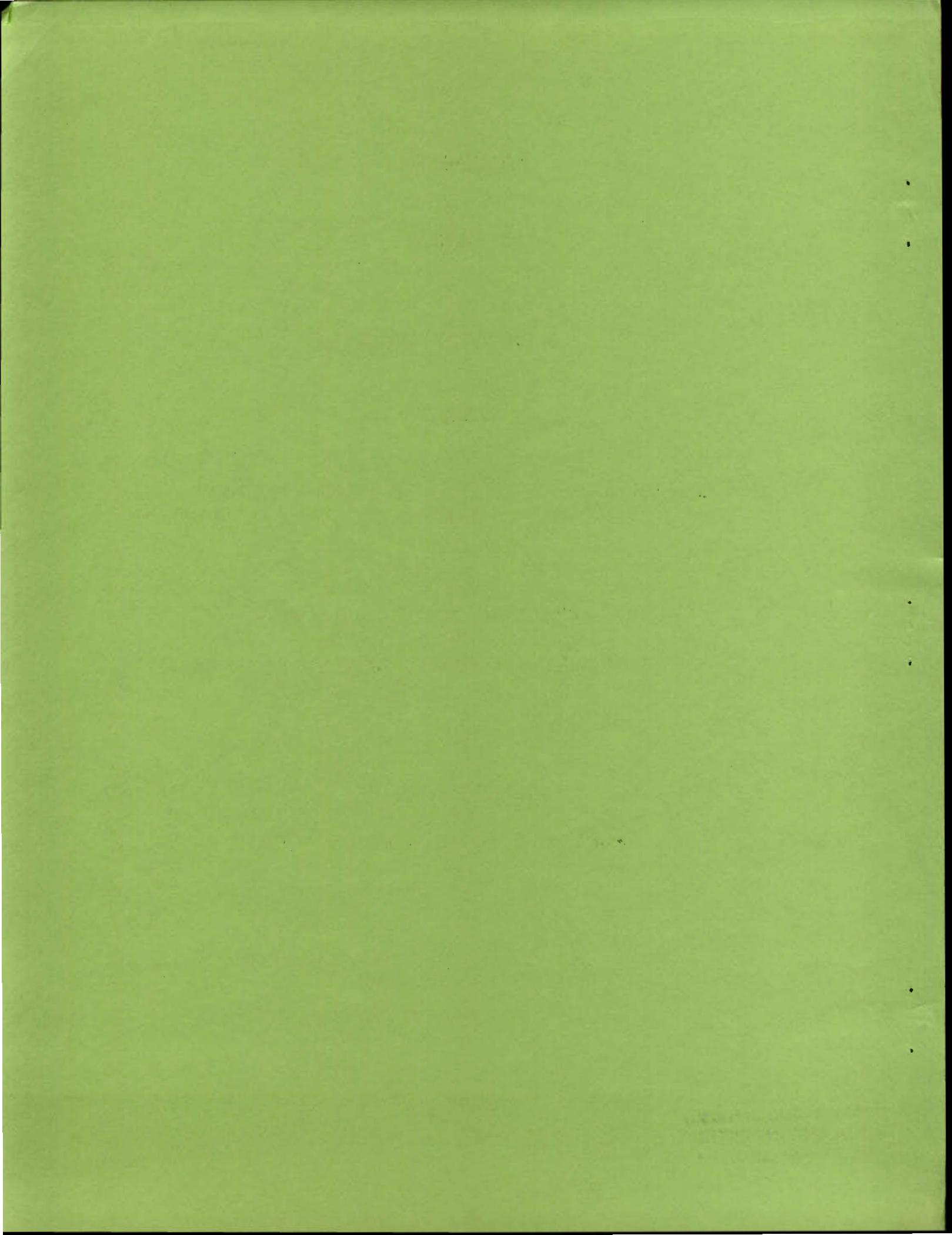
**POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)**

**REPRESENTING THE SAGINAW COUNTY
EMERGENCY 911 CENTER OPERATORS**

EFFECTIVE

January 1, 1992 to December 31, 1995

Saginaw County



12/19/91:cjs

AGREEMENT

THIS AGREEMENT, entered into this 23rd day of January, 1992, between the Board of Commissioners for the County of Saginaw, hereinafter referred to as the "Employer", and Police Officers Association of Michigan and its affiliated (Saginaw County Central Dispatch Association) hereinafter referred to as the "Union", expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement entered into by the Board of Commissioners for the County of Saginaw, and Police Officers Association of Michigan has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties ascribed to the principle of equal opportunities and shall apply the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION - EMPLOYEES COVERED

1.1: Pursuant to and in accordance with all applicable provisions of Act No. 379 of Public Acts of 1965, 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 and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of, all regular full-time personnel of the Saginaw County Emergency 911 Center (formerly known as Saginaw County Central Dispatch), but excluding: Supervisors as defined by the Michigan Employment Relations Commission and all County other employees.

1.2: Union Discrimination. The Employer will not interfere with or discriminate in any way against any employee in the bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE II
RIGHTS

2.1: Management Rights. Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or layoff employees, require employees to observe reasonable departmental rules and regulations, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as by the constitution and the laws of the State of Michigan and the Constitution of the United States.

ARTICLE III
UNION SECURITY AND DUES DEDUCTION

3.1: Union Membership. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union Membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

3.2: Dues Deduction. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by employee allowing such deductions and payment to the Union.

3.3: Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the county without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

3.4: All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

3.5: Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction of and transmission of the Union and initiation fees. The union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct by the Employer for the purpose of complying with Section 1 and 2 of this Article.

ARTICLE IV STEWARDS AND ALTERNATE STEWARDS

4.1: Stewards. Union employees on each shift shall be represented by a Steward who is a regular employee working on that shift and such steward shall represent them. Union employees on each shift may also be represented by an alternate Steward, who is a regular employee working on that shift and he shall represent them in the absence of the Steward. (Local officers will serve as primary stewards, and alternates will be appointed by the Union as the need arises.)

4.2: Duties. The Steward and Alternate in the Steward's absence, 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 supervisor to do so. The supervisor shall grant permission within the eight (8) hour day of occurrence for the Steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his

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.

4.3: The Steward and alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

4.4: The Union will furnish, in writing, the Employer with the name 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 which it may be dealing.

4.5: President. In addition to the above stewards, employees in the bargaining unit may be represented by the President and will have the necessary time to act in his Union capacity without loss of pay where in so acting he loses time from his regular schedule of work. He may serve in all special conferences and may handle grievances beginning at Step 3. He shall request permission of his immediate supervisor when leaving his work area and such permission shall be granted to attend meetings in accordance with the above provisions. This time will not be abused.

4.6: Representatives from the POAM may be present and/or represent any bargaining unit member at any stage of the grievance procedure.

4.7: For purpose of contract negotiations, the bargaining committee will consist of the President, V.P. and Secretary/Treasurer or a designee, but shall not exceed three (3) members of the bargaining unit.

ARTICLE V SPECIAL CONFERENCE

5.1: Special Conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Director or his designated representative upon the request of either party.

5.2: Such meetings shall be between not more than two (2) representatives of the Director and not more than two (2) representatives of the local Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conferences

shall be confined to those included in the agenda. Conferences shall be held during the normal work day which shall be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., for purposes of this Article. The members of the Union shall not lose pay for the time lost in such conferences.

5.3: Special conferences shall be scheduled within ten (10) working days after the request is made unless otherwise agreed.

ARTICLE VI GRIEVANCE PROCEDURE

6.1: Definition. It is mutually agreed that a grievance is any dispute, controversy or difference between the parties to this Agreement on any issue with respect to or concerning the interpretation or application of this agreement or any terms of provisions thereof.

6.2: Step 1. Any employee having a complaint in connection with his/her employment shall present it to the Director with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with his/her immediate supervisor or his/her designee within seven (7) days of the alleged grievance.

Step 2. If the matter is not resolved, the Steward and/or employee may discuss the complaint with the Director of Central Dispatch within five (5) working days of Step 1. The Director of Central Dispatch will have twenty-four (24) hours within which to give a verbal answer to the Steward and/or the employee. If not resolved in this manner it shall be reduced to writing on the regular grievance form provided by the Local Union, signed by the employee and presented to the Director of Central Dispatch within seven (7) working days of the alleged grievance. The written grievance submitted by the employee shall state the nature of the grievance, the specific contractual provisions allegedly violated and the remedy sought. The Director shall answer said grievance within five (5) working days of receipt of same.

Step 3. If the grievance is not resolved in Step 2, the Union may within five (5) days after the Director's answer, submit it to the Saginaw County Personnel Director who shall arrange a meeting between the parties as soon as mutually agreeable to discuss the grievance. The Personnel Director shall render his/her written decision within seven (7) working days thereafter.

The director and the Union may by mutual agreement extend the time limits of the grievance procedure.

6.3: If the grievance is not resolved at Step 3, the Union may, within ten (10) days after the Employers response, request a meeting with the Labor Relations Subcommittee of the Saginaw County Board of Commissioners. The Labor Relations Subcommittee shall render its written decision within ten (10) working days.

6.4: Arbitration. If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within ten (10) working days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations then obtaining, within the time specified above and such rules shall govern the arbitration hearing.

6.5: The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

6.6: Time Limitations. After the grievance has been reduced to writing the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the County or its' representatives to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. The parties may mutually agree to bypass or extend the time limits in any step. Working days as applied to the grievance procedure, are defined as Monday through Friday.

ARTICLE VII DISCIPLINE AND DISCHARGE

7.1: The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a demotion, suspension, discharge or written reprimand taken by the Employer beginning with the third step of the grievance procedure except that written reprimands shall begin with the first step of the grievance procedure.

7.2: Notice of Discharge or Discipline. Before any disciplinary action is taken against a member, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to the superior officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within forty-eight (48) hours of the invocation of such discipline or discharge, except as specifically excepted herein. The Notice will normally be delivered to the local union officer or alternate. If neither are at work, a certified letter to the POAM office shall be sufficient notice.

7.3: Charges and Specifications. The charges resulting in such discipline or discharge shall be reduced to writing within forty-eight (48) hours, excluding holidays and weekends, by the supervisor recommending the action to the Director and copies shall be furnished, if the employee wishes, to the Steward and the member against whom the charges are brought. The Union will receive notice of the final disposition of any disciplinary action. The employee shall sign a copy of the charge with the understanding that said signing does not necessarily constitute acceptance thereof.

7.4: Specific Sections. Such charges shall cite the specific sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

7.5: Representation. At all stages of the disciplinary procedure an employee, against whom charges have been made, may be represented by a Steward, Union representative or attorney.

7.6: Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of County or departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.

7.7: If a member is suspended without pay for disciplinary reasons, he shall not be entitled to his pay; however, he shall receive all other County benefits.

ARTICLE VIII PROBATION

8.1: New employees hired in the unit on a full time basis shall be considered as probationary employees for the first twelve (12) months of their employment. When an employee finishes the probationary period, by accumulating twelve (12) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve (12) months prior

to the day he completes the probationary period. There shall be no seniority among probationary employees.

8.2: The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE IX
SENIORITY

9.1: Seniority. Seniority shall be on a department-wide basis in accordance with the employee's date of entry into the Saginaw County Emergency 911 Center (as a full-time permanent employee).

- A. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- B. The seniority list of the date of this Agreement will show the dates of employment and names of all employees of the unit entitled to seniority.
- C. The Employer will update, post on the bulletin board and provide the Union representative with a copy of the seniority list at least every six (6) months.

9.2: Loss of Seniority. An employee shall lose his seniority for the following reasons only:

- A. He quits, retires or receives a pension under Saginaw County.
- B. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. He is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. After such absence, the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and is no longer in the employ of the County.

- D. If he does not notify the Employer within three (3) days after receipt of certified written notification to return to work after layoff, as to the date when he will return, which must be within one (1) week after the delivery of such notice to this last known address. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
- E. Return from sick leave and leaves of absence will be treated the same as (C) above.
- F. If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority. However, in no event will employees laid off for a continuous period in excess of two (2) years retain their seniority.
- G. Absence due to compensable disability incurred during the course of employment shall not break continuous service, provided the employee returns to work within five (5) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.

9.3: Super-Seniority. Notwithstanding their position on the seniority list, the President shall in the event of a layoff of any type be continued at work as long as there is a job in his classification which he can perform and shall be recalled to work in the event of a layoff on the first open job in classification which he can perform.

9.4: Ties. In the case of two or more employees with the same date of hire, the seniority rank among these employees shall be determined by drawing by lot.

ARTICLE X LEAVES OF ABSENCE

10.1: Employees shall be eligible to apply for leaves of absence after completion of the twelve (12) month probationary period. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified in this article.

10.2: Any request for a leave of absence shall be submitted in writing by the employee to the Director. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. Any request for Leave of Absence shall be submitted 30 days in advance, in writing, by the employee to the Director. In the event of an emergency, the Director may waive the 30-day requirement.

10.3: Authorization of denial for a leave of absence request shall be furnished to the employee by the Director, and it shall be in writing.

10.4: An employee on an approved leave of absence will continue to accumulate seniority while on the leave; however leave time shall not count toward progressions on the merit scale, for the accumulation of sick leave or vacation time, or for retirement service (fringe benefits shall be continued by the Employer for the first thirty (30) days of any leave, after which the employee may make arrangements with the Employer to continue benefits at the employee's expense. Life insurance shall continue in force for a period of six (6) months from the first day of the month any leave began, excluding military leave).

10.5: Further extension beyond the return date designated may be granted after thorough investigation and upon finding that extension of time is necessary and just.

10.6 Military Leave. Except as herein provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

- A. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. The employee shall receive the difference between his regular salary and that received for such training. Such leave time shall not exceed two (2) calendar weeks.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- C. Employees within this bargaining unit who shall be inducted into the Armed Services of the United States or who shall volunteer for such service, shall upon completion of such initial service be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorable discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year.

10.7: 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 after endorsing the jury check to the Employer.

10.8: Court Time. Employees required either by the County of Saginaw 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 paid one and one-half (1-1/2) times their hourly rate of pay for all time spent with a guarantee of a minimum of two (2) hours pay at time and one-half (1-1/2) for such matters provided that said court time does not occur during the employees eight (8) hour shift. If Court time does occur during the employees eight (8) hour shift, the employee shall be paid his/her regular wages. In either event, any compensation received from the Court shall be deducted from wages due unless the Court compensation is turned over to the Employer.

10.10: Disability Leave. An employee who has exhausted his/her accumulated sick leave may be granted a leave to cover the period of disability. Medical evidence of the disability shall be furnished by the employee and may be verified by the Employer. Disability leaves will be approved for periods not to exceed ninety (90) days, however, extensions may be granted for up to ninety (90) days each not to exceed eighteen (18) months from the commencement of the disability leave.

10.11: Employment During Leave. In no case shall a leave of absence be hold valid if an employee accepts work from another employer during such leave, unless mutually agreed upon between the Employer and the employee before such leave starts.

ARTICLE XI HOURS OF WORK AND PREMIUM PAY

11.1: The normal work day shall consist of eight (8) continuous hours per day inclusive of a paid meal period of twenty-five (25) minutes and two fifteen (15) minute breaks, one each half of the work period.

11.2: Time and one-half (1/2) will be granted under any of the following conditions:

- A. Daily. All work performed in excess of eight (8) hours per day as authorized and approved by the Employer.

- B. Periodically. All work performed in excess of forty (40) hours in any week. All hours credited (includes paid sick leave and vacation, and holidays worked) shall count towards the forty (40) hours; provided however, there shall not be pyramiding of overtime.

Hours of work or days off shall not be changed to avoid payment of overtime unless the employees agrees.

11.3 The Director or his designee shall solicit, in seniority order, each employees choice of shift during the first week of November to be effective the third full week of January. Such schedules shall be implemented for the months of April-September or October-March, in order to coincide with the vacation selection schedule. Employees shall be awarded their shift preference subject to the following conditions.

- A. Each employee shall have twenty-four (24) hours to decide his/her choice of shift. Failure to advise the Director or his designee within said time will automatically place the employee on the bottom of the seniority list for purposes of shift preference.
- B. To assure efficient operation and to prevent one shift from becoming top heavy with low seniority employees, the Director shall have the discretion to assign shifts or to deny shift choice; provided, however, his decision shall not be arbitrary and capricious. Employees will be allowed to trade shifts with the approval of the Director.

11.4: Shift Opening. In the event an opening occurs on one of the scheduled shifts, and said vacancy will be longer than 14 calendar days, if the vacancy is to be filled the vacancy will be filled in the same process as normal shift selection by seniority, unless mutually agree.

11.5: Overtime Distribution. Overtime will be distributed as equally as possible among full time employees covered by this Agreement.

- A. When overtime is available, it shall be offered first to the low overtime employee working the shift preceding the hours when the overtime is available. If the low overtime employee refuses the overtime, it shall be offered to the employee with the next highest overtime hours and thereafter until the time is filled. Any employee refusing overtime shall be charged with those hours on the overtime distribution sheet. In the event all the employees refuse the offered overtime, the employee with the fewest overtime hours shall be required to work the scheduled hours and shall receive credit on the overtime distribution sheet for the number of hours worked and the number of hours previously refused. When a eight (8) hour shift is to be

filled by overtime, four (4) hours will be offered to the preceding shift and four (4) hours to the succeeding shift using this procedure. Newly hired employees and shift transfers of a month (unbroken period) or more will be given an average of the accumulated overtime hours. Any employee making a shift transfer for less than a month will assume the hours of the person they traded with. An employee returning to work after being off 30 or more consecutive days will be averaged into the O.T. roster. An overtime distribution sheet will be maintained by the Director and shall be posted in an area available to the employees. The overtime distribution sheet will contain all worked and refused overtime. Whenever possible, a Steward is to be present when employees are being contacted to perform overtime work. Employees are to be contacted on a taped telephone line. In an emergency situation where overtime would be required, such as when an employee calls in sick, short term notice may be given. A new overtime distribution sheet shall begin each January 1st with all employees at Zero hours.

- B. A separate roster will be maintained by the Central Dispatch Director for day off overtime. This roster will be readily available for employee review upon request.

The roster will be comprised of all operators employed by, or assigned to, Saginaw County Emergency 911 Center. The seniority ranking for all operators on this roster will be the date of entrance to Saginaw County Emergency 911 Center.

Day off Overtime will be offered and filled in the following manner:

- A. Day off overtime will be filled no less than two (2) hours before the commencement of the shift being filled.
- B. To initially establish an overtime roster, the overtime will be offered first to the high seniority person normally assigned to the shift being filled.
- C. If no operator from the shift being filled elects to work the overtime, it will be offered to employees from the other two (2) shifts based on seniority.

- D. To equalize opportunity for day off overtime, all hours will be marked as offered regardless of the employees decision to work or refuse the hours.
- E. After establishment of this roster, all day off overtime will be offered to the employees with the least number of cumulative hours beginning with the operators on the shift to be filled and proceeding by rank in hours accumulated. Ties will be broken by seniority.
- F. No employee will be ordered to work hours on their day off. There will be no 16 hour shifts.

There will be at least eight (8) hours between shifts.

- A. In the event there is no one available to work day off overtime, all hours will be filled on the normal four (4) and four (4) basis. In the event that the hours can not be filled in this manner or as provided in 5,B below, then an employee on a pass day may be ordered to work and the first sentence of 3,F above shall not apply.
- B. If persons working refuse the overtime in the normal four (4) and four (4) basis, as an alternative to someone being ordered, persons on their day off may be called to fill the vacancy. At this time less than eight (8) hours may be offered to those on their day off.

Any employee who does not wish to be contacted for day off overtime may indicate such request in writing to the Director. Said employee will not be carried on the roster or contacted for day off overtime until the employee rescinds their request in writing. Upon that request said employee will be added to the roster and will be given an hour total equal to the average of all employees on the roster.

- C. When two (2) operators trade shifts as permitted in 11.3, overtime hours will be assigned and accounted for as follows:

Each operator will assume the others position on the overtime distribution list. Available overtime will be offered and charged as refused or worked according to the shift where the hours are needed. (i.e. If Overtime is to be offered on the

afternoon shift, the hours will be charged to the person assigned to that shift even though a person from another shift is working the afternoon operators shift.

Operators working a traded shift will be responsible for the overtime hour assignment as if it were their regular shift.

ARTICLE XII
WORKING OUT OF CLASSIFICATION

12.1: During the annual shift selection, employees shall indicate a preference as to their desire to accept acting supervisory duties during the calendar year. Employees who decline shall not be required to act as supervisors except during emergency situations.

12.2: All efforts will be made by management to fill a vacant supervisory shift by the following options.

- A. Select an operator working the shift with the vacancy who has indicated a willingness to accept acting supervisor duties. (If the shift is short of operators, or if none have indicated a willingness to accept the duties, the Director or his representative will try the other options.)
- B. Assign supervisors from the preceding and succeeding shifts in four (4) hour blocks to fill the vacant position.
- C. Contact supervisors on pass days and offer the overtime.
- D. Contact operators on their pass days, who have indicated a willingness to work as acting supervisor and offer them the overtime.
- E. If the vacant supervisory shift cannot be filled in the above manner, it is agreed that an emergency situation exists. Any employee on the shift may then be appointed to fill the vacant supervisor position.

12.3: Any employee who works in a higher classification will be paid at the lowest merit step in the new pay grade which is at least five (5) percent above the current salary.

ARTICLE XIII
HOLIDAYS/PERSONAL DAYS

13.1 The following days shall be observed as paid holidays:

New Years Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)

- A. Holiday Pay. Employees who are not scheduled to work on the above named holidays shall be paid eight (8) hours pay at straight time. Employees have the option to request compensatory time off, in lieu of pay, to be taken later on a day mutually agreed to by the employee and the Director. It is understood that the time would be computed as straight time NOT time and one-half.
- B. Holiday Premium Pay. Employees who are scheduled to work on one of the above named holidays shall be paid at time and one-half (1-1/2) for all hours worked in addition to holiday pay; provided, however, an employee who is scheduled and does not report or complete his scheduled time shall not be entitled to holiday pay.
- C. Personal Holidays. In addition to the holidays listed in section 13.1, each employee shall be entitled to six and one-half (6 1/2) paid personal holidays which shall be scheduled in advance by the employer upon the request of the employee, not to interfere with the efficient operation of the Employer. Approval of personal holidays shall not be arbitrarily withheld. Personal holidays scheduled more than thirty (30) calendar days in advance shall be on a "first scheduled" priority; seniority preference shall be given if two or more requests are made for the same day(s) less than 30 calendar days in advance of the requested personal holiday.
- D. Personal holidays may be taken on either days scheduled to work or non-work days. Holidays and Personal Holidays shall not be used in computing eligibility for overtime; however, hours worked on a holiday shall be counted but shall not be pyramided.
- E. In order to be entitled to holiday pay, the employee must work his last scheduled work day before the holiday and first scheduled work day after the holiday or be on excused, paid sick, personal or vacation time.

13.2 It is also further agreed that in the event of "snow day" or other "acts of God" resulting in the general excusal of County personnel from the performance of their duties, such excusal, with pay, shall also pertain to Bargaining Unit Personnel. In view of the nature of their duties and the priority need for dispatching in times of emergency or natural disaster, Bargaining Unit Personnel will make every reasonable effort to report to work when required. Personnel who report to work on snow days shall have all hours worked treated as overtime. A snow day is defined as any day in which the County Administrative offices are closed due to excessive snow, impassable roads or other generally hazardous conditions.

ARTICLE XIV
VACATIONS

14.1 Regular full time employees shall accrue annual vacations, with pay in accordance with the following provisions:

- A. Employees with less than one (1) year of service shall accrue vacation in the amount of ten (10) days per year. Probationary employees are not eligible for vacation during this first six months and accrued vacation is not credited until completion of the first six months.
- B. Employees with one (1) but less than four (4) years of service shall accrue vacation in the amount of twelve (12) days per year.
- C. Employees with four (4) but less than eight (8) years of service shall accrue vacation in the amount of fourteen (14) days per year.
- D. Employees with eight (8) but less than twelve (12) years of service shall accrue vacation in the amount of sixteen (16) days per year.
- E. Employees with twelve (12) but less than sixteen (16) years of service shall accrue vacation in the amount of eighteen (18) days per year.
- F. Employees with sixteen (16) but less than twenty (20) years of service shall accrue vacation in the amount of twenty (20) days per year.
- G. Employees with twenty (20) or more years of service shall accrue vacation in the amount of twenty-five (25) days per year.

14.2: The number of days vacation carried forward into a new calendar year shall not exceed the number of days earned during the previous calendar year.

14.3: Upon termination of employment due to resignation, death, retirement or dismissal an employee shall be compensated in wages for all unused vacation leave through date of termination that such employe has accrued.

14.4: Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, each employee shall indicate during the first week of March their vacation week choice(s) for the period of May through October and during the first week of September, their vacation week choice(s) for the period November through April. Employees who fail to select their vacation weeks within three (3) days after being asked shall go to the bottom of the seniority list for purposes of vacation selection. The Director will notify employees of approval of vacation periods within a reasonable time after each vacation selection period.

14.5: Employees shall be allowed to use their vacation time one day at a time with approval of the Director of his designee.

14.6: Vacation pay will be paid at the current rate of the employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans.

14.7: If any employee becomes ill and is under the care of a fully licensed physician or recognized practitioner during this vacation and the employee utilizes accumulated sick leave credits for the period of illness, his vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

14.8: A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Central Dispatch Director to reschedule his vacation, then the provision of section 14.2 will not be invoked for the number of days rescheduled.

14.9: When a holiday observed by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave will be extended accordingly.

14.10: In the event an employee is called back to work he shall be compensated as follows:

- A. If the employee is required to terminate his vacation by the Employer, he shall be credited with such time beginning with the day notification is received by the employee.
- B. By paying him time and one-half (1-1/2) his regular pay for those hours worked.

14.11: For the purpose of computing vacation leave in accordance with the above provisions, hours worked shall include excused time off due to sickness or injury if job related.

14.12: Employees shall be permitted to schedule their vacations in conjunction with their pass days.

ARTICLE XV
SICK LEAVE

15.1: Sick Leave. Each permanent full time employee shall accumulate sick leave at the rate of twelve (12) working days per year. Four (4) of the twelve (12) sick days may be used for personal sick days. All employees have their accumulated sick leave reduced by one day for each working day of approved absence due to illness. Sick leave shall begin to accrue as of the date an employee enters the service of the County, but may not be taken until he has been in the employment of the county for six (6) months. Should an employee be absent because of illness during the first six (6) months of employment, he may be placed on leave of absence without pay. The employer has the right to require proof of illness if sick leave abuse is suspected.

15.2: Unused Sick Leave. Unused sick leave, as provided in the above paragraph, shall be called current sick leave. There shall be an unlimited sick leave bank.

15.3: Notification. Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify his immediate supervisor prior to the beginning of that duty shift. Such notice shall be given as much in advance as possible.

15.4: Vacation. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the Director.

15.5: Actual Time. Sick leave shall be charged against the employee's current or reserved sick leave for actual time used to the nearest hour.

15.6: Accumulated Payoff. At retirement or death; or quit after three (3) years of service, any employee with accumulated sick leave shall receive pay for fifty percent (50%) of accumulated sick leave up to a maximum of one-hundred and twenty (120) days accumulation. In case of death it will be paid to the deceased employee's beneficiary.

ARTICLE XVI
COMPENSATORY TIME

16.1: Whenever an employee covered by this Agreement is entitled to overtime and after working such overtime, he/she shall have the option to request such overtime to be banked as "Compensatory Time", to be taken as time off at a later date. Such Compensatory Time shall be computed at time and one-half for all overtime hours worked. An employee may accumulate up to a maximum of sixty (60) hours in their compensatory time bank, after which all overtime hours worked shall be paid at time and one-half. Employees shall make written request to the Director for use of Compensatory Time and such time shall be granted at his discretion.

ARTICLE XVII
INSURANCE

17.1 **Hospital, Medical, Surgical and Prescription:** The County shall pay the group premium except as otherwise provided in this article for hospitalization, surgical and medical insurance, semiprivate service for regular full-time employees and their authorized dependents as defined by the insurance carrier effective on the first billing date subsequent to completion of thirty (30) days qualifying service. The County shall pay the full premium for such insurance for the employee and dependents when the employee is 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' employment while the employee is actually on duty. Probationary employees who have 90 days or less of County service are not eligible for insurance.

The coverage provided will be under the Health Care Management, Single Provider System, with a ten percent (10%) employee co-payment. The specifics of this program are outlined in the attached, "Insurance Appendix A". In the event a current pre-existing condition which is being treated by a physician is not covered within the Health Care Management Single Provider System which is currently covered by another insurance plan such condition shall be covered.

17.2 **Health Insurance for Retirees:** An employee retiring from Saginaw County employment and his/her spouse at time of retirement shall be eligible to continue with group health insurance at County expense provided proper application is made prior to retirement and the employee is a member of the plan on the date of retirement. Retirees shall have traditional Blue Cross/Blue Shield of Michigan through the Health Care Management, Single Provider System. Retirees and dependents, age 65 and older shall be converted Medicare, Complimentary Coverage. Retirees who meet the full age and service requirements, as referenced in the Retirement Section, shall be entitled to the aforementioned insurance coverage with no retiree co-pay. A co-pay at the percentage indicated below will be required for those retirees who do not meet service requirements who retire after January 1, 1992:

<u>Years of Service</u>	<u>Employer Pays</u>	<u>Retiree Pays</u>
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 years	100%	0 %

17.3. 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 comparable to the Delta Dental Plan of Michigan as follows:

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

Waiting Period: Employees who are eligible shall be covered on the first day of the month following one year of completed full-time service.

PERCENTAGE:

Class I - 100% (Preventive, diagnostic, and emergency palliative)

Class I Benefits - 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)

Class II - 50% (Bridges, partials, and dentures)

\$1,000 maximum per person per contract year for Class I and II benefits.

As an alternative, employees may choose dental coverage with Blue Care Network of East Michigan (Dentcare 185) if offered by the Employer.

17.4. Life Insurance: The County shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of \$25,000 and \$25,000 Accidental Death and Dismemberment Insurance effective the first day of the month following completion of twelve (12) months continuous service. The amount reduces to 75%, 70%, 65%, 60%, 55% and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays, respectively. Employees who retire on or after the effective date of this agreement will be insured for \$2,000 group term life.

17.5. Workers Compensation: An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven (7) calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall reimburse the County for the amount of overpayment.

17.6. Professional Liability Insurance: The Employer shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty

shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in the relation to matters committed by law to the employee or to the Employer under whose authority the employee is acting. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy currently at \$10,000,000.00 (Ten Million Dollars) and shall include the cost of defense, including attorney fees).

17.7. Dual Coverage: Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this agreement.

17.8. Co-payment: Employees shall pay 10% of the cost of health and dental insurance premiums. Also, the additional cost of sponsored dependent riders shall be paid by the employee. The additional cost of Health Plus of Michigan, if greater than the premium for Blue Cross/Blue Shield or Group Health Services of (whichever is greater), shall be paid by the employee. The provisions of this section shall become effective on signing of the Agreement by both parties.

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

- A. Health: In the event of layoff, health insurance shall be continued at Employer's expense for a period of two months after the first billing date subsequent to the date of the employee's layoff. In the event of a paid disability leave, except Worker's Compensation leave, health insurance shall continue in force until the first billing date after completion of ninety (90) days disability. In the event of a leave of absence, health insurance shall be continued at the employer's expense to the first billing date subsequent to thirty (30) days after the leave began. The term "Employer's expense" shall be in accordance with Section 8 of this Article.
- B. Dental: Coverage shall continue at County expense until the first billing date subsequent to layoff, leave of absence, or disability leave.
- C. 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 on the month in which the leave of absence began for all leaves of absence including disability leaves 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 two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first billing date after his/her return to work.

- D. Separation: In all separations except as provided in Section 2 of this Article, all insurance coverage will terminate on the first day prior to the first billing date subsequent to the employee's separation. Health and Dental Coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

17.10. Option to Health Insurance Coverage: Effective the month following implementation of this provision, an employee who is eligible to receive or presently enrolled in a County health insurance program may choose to receive fifty dollars (\$50.00) 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 provided further, is not covered as a dependent of a County employee.

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

17.11. 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 BC/BS shall be maintained.

ARTICLE XVIII LAYOFF AND RECALL

18.1: The word "layoff" means a reduction in the working force due to any reason determined by the Employer. Such layoffs shall not be arbitrary or capricious.

18.2: When there is such a reduction in the work force, the following procedure shall be followed: All probation employees (first 6 months of employment) will be laid off first. Laid off full-time employees shall be given the option of filling all part-time vacancies before such work is offered to non-bargaining unit personnel.

18.3: Seniority employees will be laid off according to inverse order of seniority provided the employee retained has the ability and qualification to perform the available work. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

- A. When the work force is to be increased after a layoff, the employees will be recalled according to seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work.
- B. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address. It shall be the responsibility of the employee to keep the Employer informed of his/her current address at all times.
- C. Employees will be granted up to one (1) week to return to work upon request.

ARTICLE XVIX
GENERAL

19.1: Safety Committee. The parties to this Agreement shall establish a joint safety committee consisting of two (2) representatives of the Union, the Director and one (1) representative of the Central Dispatch Policy Board, and one (1) representative of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee. The written safety code shall contain the following safety regulations to take immediate effect upon ratification of this Agreement.

- A. Equipment. Proper equipment shall be available to all employees on any normal eight (8) hour tour of duty.

19.2: Uniforms and Equipment. The County shall supply and maintain the following uniforms and equipment:

- 3 Summer Shirts
- 3 Winter Shirts
- 3 Trousers (skirts as applicable)

19.3: Service Records: The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall, upon request in the presence of the Employer, have access to his personnel file.

19.4: Union Representatives. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

19.5: Legal Assistance. The employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the performance of his duties and responsibilities; provided that notification is immediately given to the employer that services of process was made upon the employee.

19.6: Schools and Mileage. The Employer shall pay the tuition, expenses, and provide proper transportation for schools or courses attended at the direction of the Employer. Employees will receive mileage calculated in a manner consistent with the current county mileage policy at the time of the trip (if the class is held outside Saginaw County and if transportation is not otherwise available). The County will make every reasonable effort to send at least one (1) employee from each shift to every L.E.I.N. update school available to this area, at the discretion of the Director.

19.7: Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage as described above.

19.8: Injury. An employee who is injured while on the job and is required to leave the job by medical authority will be paid for time lost from scheduled work for the remainder of the day.

19.9: Bulletin Board. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official Union notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union. The Union will promptly remove from such Union bulletin boards upon the written request of the Employer any material which is detrimental to the Union-Employer relationship. Posted notices shall not contain anything political or anything reflecting adversely upon the Employer or any of its employees.

19.10: Rest Periods. Employees shall normally be granted minimum rest period of eight (8) hours before having to report back to duty, except in situations of manpower shortages or emergencies.

19.11: Bonds. Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

19.12: Call-In. An employee called in for duty for other than his regular eight (8) hour shift, shall receive a minimum of two (2) hours call in time for which he shall be paid at straight time or time and one-half (1-1/2) as appropriate except if it is

contiguous with his/her normal shift.

19.13: Working Conditions.

- A. Each employee shall be furnished a locker.
- B. The work area shall have proper ventilation and lighting.

19.14: Residency. All new hires effective January 1, 1992, shall within six months of employment become a resident of Saginaw County, or reside within fifteen (15) miles from the borders of Saginaw County. Those employees which fail to relocate within this area within the six month period shall be discharged. For good cause the employee can request a temporary waiver from the County Personnel Manager for a specified time in order to meet this requirement.

19.15: Miscellaneous.

- A. Management reserves the right to have each employee for just cause randomly tested for substances. Failure to comply with management's request will result in disciplinary action.
- B. The Union and the County shall work cooperatively to find a long-term financing solution for the continuation of the existing 911 system and the Enhanced 911 System.

ARTICLE XX
WORKER'S COMPENSATION

20.1: In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws. Any employee sustaining an occupational injury, shall be paid for the days scheduled to work during the first seven (7) calendar days after the injury not chargeable to any other benefit. The employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This article shall apply only to compensable injuries.

ARTICLE XXI
MAINTENANCE OF STANDARDS

21.1: The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed whenever specified provisions for change are made elsewhere in this Agreement.

21.2: 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 subject 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 be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement except those conditions described in section 21.1 of this Article.

ARTICLE XXII FUNERAL LEAVE

22.1: In the event of a death in the employee's immediate family, i.e., mother, father, step parents (loco-parentis), sister, brother, spouse, child, step-child, legal guardian, parent-in-law, grandparents, and grandchildren, the employee shall be excused without loss of pay on the days which the employee has been scheduled to work for a period of three (3) consecutive work days one of which shall be the day of the funeral. If the funeral is held on the employee's day off, bereavement pay shall be paid for the three (3) consecutive scheduled work days before or after the day of the Funeral. The Employer may grant an extension of leave, with pay, for extenuating circumstances.

22.2: If death occurs more than 200 miles from the County Building, employee shall be granted an additional two (2) days total for travel.

22.3: In the event of the death of a close relative, i.e., brother or sister of spouse, other step parents, employee shall be granted one (1) day, without loss of pay, for the purpose of attending the funeral. If the death occurs more than 200 miles from the County Building, employee shall be granted an additional two (2) days total for travel.

ARTICLE XXIII LONGEVITY AND PENSION

23.1: Longevity. Full-time members of the bargaining unit shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of fifty (\$50.00) dollars per year for each full year (as of December 1) of full-time continuous services as defined in Article IX beginning upon completion of five (5) years of service and up to ten (10) years of service; \$60 per year upon completion of ten (10) years of service and up to fifteen (15) years of service; and \$70 per year upon completion of fifteen (15) years of service and beyond. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive prorated longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who should otherwise have been eligible for longevity pay on December 1, shall receive pro rata longevity pay for the year.

23.2: Retirement. Current Employees shall be members of the Michigan Municipal Employees' Retirement System (MERS) in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, C-1 Benefit Program with 0% employee contribution. Effective January 1, 1993, Benefit B-3 and F55/15, FAC 5 V-6 Program will be implemented. Effective January 1, 1992 all new employees shall become members of the MERS Defined Contribution Plan which provides for the following employee and employer contributions:

<u>Employer contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

The employee may select one of the above contribution plans initially upon being hired and may change the contribution plan during the months of June and December effective the first payroll in July and January, respectively. Existing employees have a right to switch from the MERS Defined Benefit Program to the Defined Contribution Program up until September 30, 1993. New employees as of January 1, 1992 have the right up to one year after vesting (six years) to transfer from the Defined Contribution Plan to the then existing MERS Defined Benefit Plan at no cost to the employee. Employees under the Defined Contribution Plan can retire at age 50 with 25 years of service.

Under the new MERS 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>Yrs Service</u>	<u>Retained Employee</u>	<u>Yrs Service</u>	<u>Retained Employee</u>
6	24%	16	64%
7	28%	17	68%
8	32%	18	72%
9	36%	19	76%
10	40%	20	80%
11	44%	21	84%
12	48%	22	88%
13	52%	23	92%
14	56%	24	96%
15	60%	25	100%

The County shall be responsible for coordinating a new MERS Defined Contribution Plan with the Municipal Employees Retirement System and shall hold the Union harmless for employee liability related to the new program.

ARTICLE XXIV
PART-TIME EMPLOYEES

24.1: Part-time personnel may be used at the Director's discretion to provide coverage for regular full-time absences. A regular full time position will not be filled on a permanent basis by part time personnel. In order to insure an experienced staff, not more than two (2) part time personnel will be used on any one shift and not more than two (2) regular full time personnel (but at least one (1) will be approved for vacation or personal days on any one shift.) Scheduling of vacation or personal days shall be consistent with the appropriate articles of this Agreement.

ARTICLE XXV
BUMPING

25.1: Any dispatch supervisor who was a former member of the bargaining unit may return to the bargaining unit anytime under the following conditions: during the 6 month probation period, elimination of the supervisor's position or a lay-off of said position.

25.2: In the event any bargaining unit member who is or has been promoted to the dispatch supervisor position does return to the bargaining unit, this employee will suffer no loss of seniority rights, and will be placed on the seniority list as if the person never left the unit.

25.3: An employee who, without a break in service, accepts a non-bargaining position with the Saginaw County Emergency 911 Center may, at the Employer's discretion, be returned to the bargaining unit. In such case, the employee's seniority established through the date he/she left the bargaining unit shall be reinstated and apply for all seniority purposes, terms and conditions. This provision applies to any employee transferred or promoted to a non-bargaining unit position since the date of certification of the bargaining unit.

ARTICLE XXVI
SAVINGS CLAUSE

26.1: If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal 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 XXVII
SALARIES

27.1: It is agreed that wages shall be increased form the wage schedule in effect on December 1, 1991, in the amount of 3% on January 1, 1992, 0% on January 1, 1993, 2% on July 1, 1993, 3% on

January 1, 1994, 2% on July 1, 1994 and the wages shall be renegotiated between the labor union and the Employer for the year 1995.

ARTICLE XXVIII
TERMINATION OF AGREEMENT

28.1: This agreement shall be in full force and effect from January 1, 1992 to and including December 31, 1995 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.

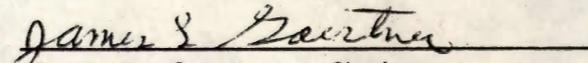
LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF SAGINAW
AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

All parties agree that in the event a bargaining unit member retires as allowed under the collective bargaining agreement, said retiree will be eligible for the option to health insurance coverage as provided to active employees.

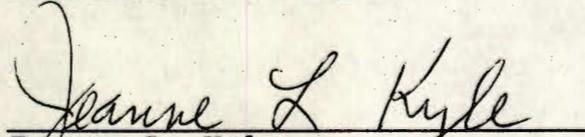
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OF MICHIGAN

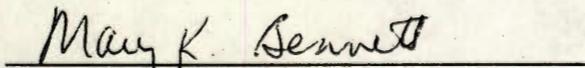
COUNTY OF SAGINAW

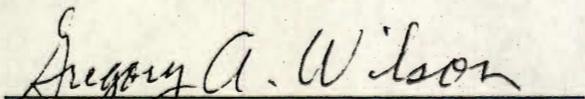

Kenneth E. Grabowski
Business Agent


James L. Gaertner, Chairman
Saginaw County Board of Commissioners

SAGINAW COUNTY CENTRAL
DISPATCH ASSOCIATION


Jeanne L. Kyle
President

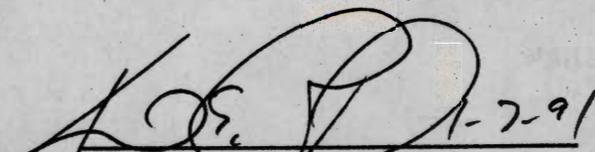

Mary K. Bennett
Vice President

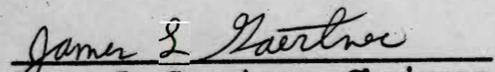

Greg Wilson
Secretary/Treasurer

In Witness Whereof, the parties hereto have caused this instrument to be executed on the 23rd day of January 1992

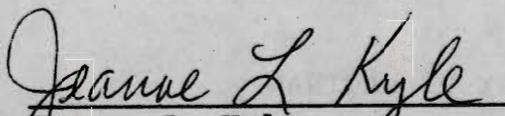
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

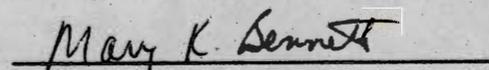
COUNTY OF SAGINAW

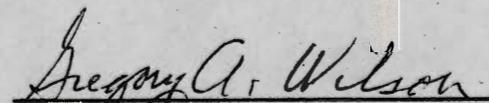

Kenneth E. Grabowski
Business Agent


James L. Gaertner, Chairman
Board of Commissioners

SAGINAW COUNTY CENTRAL
DISPATCH ASSOCIATION


Jeanne L. Kyle
President


Mary K. Bennett
Vice President


Greg Wilson
Secretary/Treasurer

APPENDIX A

POAM AND COUNTY OF SAGINAW WAGE SCALE

COUNTY OF SAGINAW / POAM (DISPATCHERS)

EFFECTIVE JANUARY 1, 1992 TO DECEMBER 31, 1994

SIGNATURE COPY

Dispatcher

	Step 1	Step 2	Step 3	Step 4	Step 5
Effective 1/1/92 (3%)					
Annual	\$21,512	\$22,456	\$23,404	\$24,350	\$25,291
Hourly	10.34	10.80	11.25	11.71	12.16
Effective 7/1/93 (2%)					
Annual	\$21,942	\$22,905	\$23,872	\$24,837	\$25,797
Hourly	10.55	11.01	11.48	11.94	12.40
Effective 1/1/94 (3%)					
Annual	\$22,600	\$23,592	\$24,588	\$25,582	\$26,571
Hourly	10.86	11.34	11.82	12.30	12.77
Effective 7/1/94 (2%)					
Annual	\$23,052	\$24,064	\$25,080	\$26,094	\$27,102
Hourly	11.08	11.57	12.06	12.55	13.03

Effective 1/1/95

Wage Reopener

Saginaw County



Your Blue Preferred Plan

**A Comprehensive
Preferred Provider Health Care Program
Designed with You in Mind**



PP01

Saginaw County



Your
Blue-Printed Plan

A Comprehensive
Profession-Forward Health Care Program
Designed with You in Mind



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About Your Health Care Coverage

Comparing one health care program with another is difficult. That's why Blue Cross and Blue Shield of Michigan (BCBSM) has prepared this material. It's important to us that you understand the how the Saginaw County Blue Preferred Plan works.

The Blue Preferred Plan is BCBSM's Preferred Provider Organization, also known as a PPO. It is one of the more successful methods of controlling rising health care costs.

Our PPO network is one of the largest in Michigan. Over 7,600 providers located throughout the state make up our network. These providers have been selected on the basis of their demonstrated commitment to quality care. Chances are your personal physician and community hospital are already a part of our network.

How the Saginaw County Blue Preferred Plan Works

Your health care plan is designed to provide quality care and limit your out-of-pocket expenses when services are provided by Blue Preferred Plan hospitals, physicians, and other providers.

How to Find Blue Preferred Plan Providers

As a member enrolled in the Blue Preferred Plan, you will receive Blue Preferred Plan directories that list the providers in your area who are part of the Blue Preferred Plan. We refer to these providers as network providers.

When you require medical services, look in your Blue Preferred Plan directory, choose a network provider, and call for an appointment. You are not required to notify BCBSM when you select or change providers.

If your hospital, physician, or other specialist is not listed in our directory and you would like to find out if he or she is part of the Blue Preferred Plan network, please call your local BCBSM Customer Service Center for assistance.

When You Go To Blue Preferred Plan Providers

Michigan Blue Preferred Plan Network providers have a signed agreement with Blue Cross and Blue Shield of Michigan to accept its approved payment amount as payment-in-full.

When you use network providers, services covered under your program are paid in full, except for any required copays. Also, network providers bill BCBSM directly and are reimbursed directly. This means you have no claim forms to complete.

When You Go To Non-Network Providers

Providers that are not part of the Blue Preferred Plan network are called non-network providers.

Non-Network Participating Providers

Although these providers are not part of the Blue Preferred Plan network, they do have a signed agreement with BCBSM to accept the 80% approved payment amount plus the 20% sanction (and any copays) as payment-in-full for covered services. **This means your out-of-pocket costs are limited to the 20% sanction amount plus copays.**

Important Note: Office calls, well-child care, and immunizations must be provided by a network provider or you will be responsible for 100% of the bill for these services.

Non-Network Nonparticipating Providers

These providers do not have a signed agreement with BCBSM and can choose not to accept the approved payment amount (80%) plus the sanction amount (20%) as payment-in-full for covered services. **This means you are responsible for the difference between the provider's charge and our payment amount.** In most cases this will be more than the 20% sanction.

For non-network nonparticipating hospital services, BCBSM will pay 80% of the following limited amounts:

- Up to \$70 a day for your stay in an accredited general acute-care facility
- Up to \$15 a day for your stay in an accredited non-acute care hospital
- Up to \$25 per condition for covered outpatient services

Note: If you are admitted to a Michigan hospital for elective (non-emergency) services and the hospital is not part of the Blue Preferred network, it is your responsibility to make sure your doctor and/or hospital notifies BCBSM of your admission so that a predetermination can be established. If your admission is not predetermined, you may be responsible for all or a portion of any denied hospital and/or physician charges.

Emergencies and Referrals

In certain situations, the 20% sanction amount may be waived when services are received from non-network providers. These situations include:

- **Emergency care.** An emergency is an accidental injury or the sudden onset of a condition that requires immediate medical or surgical care. A sanction will not be applied for the initial examination and treatment of an accidental or medical emergency by a non-network provider.
- **Referrals.** Occasionally, Blue Preferred Plan providers may need to refer you to other providers that are not in the network. This referral process allows your network provider control over your treatment outside of the network and eliminates the sanction you would otherwise pay.

The referral form is completed by your physician. You need only to present the completed form at the time of your referral appointment. The referring provider will mail the form back to the network provider.

Exceptions to the Rule

For the following services and/or programs you may use non-network providers with no sanction:

- Outpatient psychiatric care
- Substance abuse treatment programs (including sub-acute rehabilitation care)
- Services of home health care agencies
- Hospice care programs
- Outpatient hemodialysis in approved freestanding facilities
- Convalescent care services

Questions and Answers About the Blue Preferred Plan

Q. Will this PPO meet everyone's needs?

A. Saginaw County recognizes that there may be a few who cannot take advantage of the Blue Preferred Plan. In the following situations, PPO coverage may be inconvenient.

- **If you or your spouse will reach age 65 during the next year.**
- **If you are currently in a long term treatment program, and your provider is not a Blue Preferred Plan network provider.**
- **If you are pregnant, and the doctor you are seeing regularly for your pre-natal care is not a Blue Preferred Plan network physician.**
- **If you are responsible for providing health care coverage to someone living outside of the network, such as a dependent attending school away from home.**
- **If you are retired and living out-of-state or travel out-of-state more than 60 days per year.**

To assure that its employees and retirees have the appropriate delivery system to fit unique life situations, it has agreed to use the following criteria:

- 1. Retirees over age 65 will retain their current BCBSM Medicare Coverage.**
- 2. Retirees under age 65 will have the current BCBSM traditional plan.**
- 3. Employees who have a dependent who resides out-of-state year round, or employees who fit one of the categories bulleted above, will have the option to keep the current BCBSM traditional plan.**

Q. What happens if I am a PPO member and my situation changes so that I meet one of the above criteria?

A. Once a year, during the month of May, you will be allowed to transfer into the traditional BCBSM plan if you meet any of the previously listed criteria.

Q. My child attends school outside of Michigan. How does that affect me?

A. Without a pre-authorized referral from a PPO Blue Preferred Plan network provider, you will be required to pay the sanction amount on any services received out of network. Please refer to Saginaw County's criteria above which allows the option to convert to traditional coverage.

Q. How can I find a PPO provider?

A. When you require medical care, consult the BCBSM Blue Preferred Plan directory. It contains the name of doctors and hospital participating in the Blue Preferred Plan network. You schedule appointments directly with network providers. BCBSM does not require notification when you select or change network providers.

Q. What if I need services while traveling out-of-state and there are no PPO providers available?

A. There are no Blue Preferred Plan network providers outside of Michigan. Unless you have a pre-authorized referral from your physician, you maintain coverage for emergencies only. If an emergency occurs outside the network's service area, full coverage is provided for treatment of an accidental injury or medical situation when a delay in treatment would jeopardize your health.

Q. What if my doctor sends me to a provider outside the network?

A. Occasionally, Blue Preferred network physicians may need to refer you to other physicians, laboratories, or hospitals that are not in the Blue Preferred network. With a pre-authorized referral from your network provider, covered services will be paid according to your level of coverage, and the 20% sanction will not be applied. This referral process allows your physician to oversee your treatment outside of the network.

If you are referred to another provider, a referral form must be completed by your physician. You need only to present the completed form at the time of your referral appointment. Your referring physician will mail the form back to your network physician.



Blue Preferred Plan Health Care Coverage Summary

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay
PREVENTIVE SERVICES			
■ Annual Physical Exam	Covered	Nothing	All charges
■ Well Child Care (to age 6)	Covered	Nothing	All charges
■ Pediatric and Adult Immunizations	Covered	Nothing	All charges
■ Routine Mammography (based on criteria)	Covered	Nothing	20% sanction
■ Routine Pap Smear (1 test annually)	Covered	Nothing	20% sanction
OFFICE VISITS			
■ Office visits for diagnosis or treatment of disease, condition, or injury	Covered	Nothing	All charges (see referral criteria)
■ Allergy Treatment, Testing and Serum	Covered	Nothing	20% sanction
DIAGNOSTIC SERVICES			
■ Laboratory and Pathology (PLUS labs)	Covered	Nothing	20% sanction
■ Diagnostic/Therapeutic Radiology	Covered	Nothing	20% sanction

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

INPATIENT HOSPITAL CARE

General Conditions <ul style="list-style-type: none"> ■ Semi-Private Room ■ Meals ■ Special Diets ■ Nursing Care ■ Intensive Care Units ■ Drugs ■ Hospital Equipment 	Covered	Nothing	20% sanction
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OUTPATIENT HOSPITAL CARE

<ul style="list-style-type: none"> ■ Emergency Room - Accidental Injuries - Medical Emergencies, approved diagnosis 	Covered	Nothing	Nothing
<ul style="list-style-type: none"> ■ Physical Therapy (60 consecutive days per condition, renewed yearly) 	Covered	Nothing	20% sanction

MENTAL HEALTH CARE (Approved Facilities)

<ul style="list-style-type: none"> ■ Inpatient Psychiatric Care 	45 days, 60 day renewal	Nothing	20% sanction
<ul style="list-style-type: none"> ■ Inpatient Hospital Based Residential Substance Abuse Care 	Unused mental health care days	Nothing	Nothing
<ul style="list-style-type: none"> ■ Outpatient Mental Health Care 	20 visits per calendar year	Nothing	Nothing
<ul style="list-style-type: none"> ■ Psychological Testing (Outpatient) 	\$50 per calendar year	Nothing	Nothing
<ul style="list-style-type: none"> ■ Outpatient and Non-hospital Based Residential Substance Abuse Care 	35 visits per calendar year	Nothing	Nothing

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

SPECIAL HOSPITAL PROGRAMS

■ Skilled Nursing Care	730 days	Nothing	Nothing
■ Hospice Care	Covered up to annually adjusted maximum	Nothing	Nothing
■ Specified Human Organ Transplants (approved facilities)	Covered	Nothing	20% sanction

MEDICAL/SURGICAL CARE

■ Surgery - Technical Surgical Assistance - Anesthesia	Covered	Nothing	20% sanction
■ Maternity Care - Delivery - Pre- and Post-Natal Care	Covered Covered	Nothing Nothing	20% sanction 20% sanction
■ Inpatient Medical Care	Covered	Nothing	20% sanction
■ Inpatient Consultations	Covered	Nothing	20% sanction
■ Emergency Care (Physician) - Accidental Injuries - Medical Emergencies (approved diagnosis)	Covered	Nothing	Nothing

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

REPRODUCTIVE CARE AND FAMILY PLANNING SERVICES

■ Diagnosis and treatment of sterility caused by illness, injury, or disease (PLUS labs)	Covered	Nothing	20% sanction
■ Voluntary Sterilization	Covered	Nothing	20% sanction
■ Voluntary Termination of Pregnancy	Covered	Nothing	20% sanction

ADDITIONAL BENEFITS

■ Ambulance Services	Covered	Nothing	Nothing
■ Prosthetic Appliances	Covered	Nothing	Nothing
■ Home Health Care	Covered	Nothing	Nothing
■ Durable Medical Equipment	Covered	Nothing	Nothing

PRESCRIPTION DRUG PROGRAM

■ Federal Legend Drugs, including contraceptives, insulin/needles/syringes	Covered, PPP network pharmacies*	Only noted copay	Paid at 75% of allowed cost, less noted copay
*Additional copay when brand name drug (instead of generic) is requested and prescription does not indicate "Dispense as Written" (DAW)			

This is intended as an easy to read guide. It is not a contract. An official description of benefits are contained in applicable Blue Cross and Blue Shield of Michigan certificates and riders. This coverage is provided pursuant to a contract entered into the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Exclusions and Limitations of the Saginaw County Blue Preferred Plan

Following are exclusions and limitations of the Blue Preferred Plan.

- Office visits, examinations, treatments, tests, and reports relating to requirements or documentation of health or medical status for employment, insurance, travel or for legal proceedings are not a benefit.
- Cosmetic surgery is not a benefit unless services are provided for the correction of congenital anomalies (birth defects), conditions resulting from accidental injuries or traumatic scars, and correction of deformities resulting from certain surgeries including breast reconstructive surgery following mastectomies.
- Custodial or domiciliary care in a nursing home, residential institution or other setting which is not incidental to support medical and skilled nursing care but is primarily for the purpose of maintaining the enrollee's basic needs for food, shelter, and clothing is not a benefit.
- Personal or comfort items such as telephone, television, and similar items are excluded.
- Benefits are not provided for care, services, supplies, devices, drugs or procedures which are experimental, investigational or research in nature unless specifically approved as a benefit by the Health Plan Board of Directors. Unusual procedures or services for which costs or risks are excessive and probably benefits are slight are not benefits except as determined by the Health Plan's Medical Director.
- Reversal of voluntary sterilization, in vitro fertilization, transsexual surgery, all services related to surrogate parenting arrangements, and preparatory treatment thereto are not benefits. Artificial insemination is not a benefit.

- **Chiropractic services**

- **Benefits do not include coverage for gastrointestinal bypass, gastric stapling, or other surgery for weight reduction unless authorized by a Plan Physician as medically necessary, rendered in connection with an unrelated medical condition, and considered to be nonexperimental and in accordance with generally accepted medical practice.**

**SAGINAW COUNTY
HEALTH CARE PROGRAM**

PREMIUMS AND EMPLOYEE/RETIREE SHARES:

	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
EMPLOYEES: (BCBS-PPO PLAN)			
Total Annual Premium	\$2,238.36	\$4,924.44	\$4,969.20
Annual Employee Share	\$156.89	\$344.71	\$347.84
Monthly Employee Share	\$13.06	\$28.73	\$28.99

Employee premium shares are based on 10% pre-tax contributions. Amounts may vary slightly based on income and tax exemptions claimed.

Family Continuation and Sponsored Dependent coverages are available, if eligible, at higher premium costs.

Employees may elect to receive \$50 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
RETIREES: (BCBS-TRADITIONAL PLAN)			
Total Annual Premium	\$2,256.24	\$4,956.72	\$5,004.84
Retiree Share Based on Years of Service (schedule attached)			

Retiree Complementary coverage required, if eligible, at lower premium costs.

Medicare Supplemental Coverage payments available, if eligible.

Retirees may elect to receive \$50 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

CASH INCENTIVES:

The plan administrator will provide an estimate of claims for the year. Employees and Retirees will receive 50% of the savings if actual claims for the year are below the estimate. Payments will be distributed on a per capita basis for the first year. After the first year, individual payments will depend on individual claims. Must be a subscriber for a full year and contribute a share of premiums to be eligible to receive any cash incentive. No cash incentive will be paid until there has been a full and complete accounting for the amount of claims paid for the year including incurred but not reported claims identified by the plan administrator. The actuarial estimate of claims for the first of year of this plan is \$3,105,800

