

12/31/95

**AGREEMENT**

**Between**

**THE BOARD OF COMMISSIONERS AND  
THE SHERIFF FOR THE COUNTY OF SAGINAW**

**and**

**TECHNICAL, PROFESSIONAL AND OFFICeworkERS  
ASSOCIATION OF MICHIGAN**

**Effective: January 1, 1992 to December 31, 1995**

*Saginaw County*

A G R E E M E N T

THIS AGREEMENT, entered into this 1st day of January, 1992, between the Board of Commissioners and the Sheriff for the County of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Technical, Professional and Officeworkers Association of Michigan, 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 and the Sheriff for the County of Saginaw, hereinafter referred to as the Employer, and the Technical, Professional and Officeworkers Association of Michigan (TPOAM), hereinafter referred to as the Union, 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 each agree that there shall be no discrimination because of race, creed, sex, color, mental or physical handicap, nationality or political belief, or for participation in or affiliation with any labor organization. All reference to pronouns in this Agreement shall apply to both males and females.

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 the 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 AND REGULAR PART-TIME  
BOOKING CLERKS, CLERK TYPISTS AND ACCOUNT CLERKS  
EMPLOYED BY THE SAGINAW COUNTY SHERIFF'S  
DEPARTMENT, but excluding all auxiliary  
employees, aero patrol, posse, and all other employees.

Effective January 1, 1993, all Clerk-Typist I/II's as designated on or before December 31, 1992 shall be reclassified to Account Clerk I/II's.

1.2: The Employer will not interfere with or discriminate in any way against any employee in the above 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

### MANAGEMENT RIGHTS

2.1: The Employer retains the sole right to manage its affairs, including but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the business hours of its establishment; to decide the types of services it shall provide including the scheduling and means of providing such services; to study and/or introduce new methods of operation; to maintain order and efficiency in its programs and operations; to promulgate reasonable work rules; to hire, layoff, assign, discipline and discharge for just cause, transfer and promote employees, and to determine the hours of work, work schedules and number of hours to be worked; the number and complexion of the work force; to determine the qualifications of its employees and standards of workmanship; and all other rights subject only to clear and express restrictions as are expressly provided for in this Agreement.

## ARTICLE III

### NO STRIKE - NO LOCKOUT

3.1: It is agreed that during the term of this Agreement, and while both parties are willing to continue negotiations for the renewal of this Agreement, there shall be no lockouts, strikes, stoppages of work, slowdowns or interruptions of service. All matters in dispute shall be handled in the manner provided by grievance procedure and other contract provisions.

3.2: The Employer agrees, as a part of the consideration of this Agreement, that neither the Union, its officers or official representatives shall be liable for damages for unauthorized picketing strikes, concerted failure to report to work, slowdowns or stoppages of work if the Union gives written notice to the Employer and the employees involved within twenty-four (24) hours of such action that it has not authorized the stoppage, strike, slowdown or suspension of work, and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement.

3.3: Any individual employee or group of employees who violate or disregard the prohibition of this Section may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE IV

### UNION SECURITY - AGENCY SHOP

4.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

4.2: Membership in the Union is separate, apart and distinct from the assumption that everyone has an equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

4.3: In accordance with the policy set forth under paragraphs 1 and 2 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, 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 or on the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

4.4: Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty-one (31) days from his/her date of hire, or thirty-one (31) days from the effective date or the date of execution of this Agreement, whichever is later, shall be required to pay to the Union, a representation fee to be established by the Union in accordance with the applicable law (P.A. 390 of 1978), and certified to the Employer by the Union. Such representation fee shall be in an amount equal to the Union's regular and usual monthly dues.

4.5: Deduction of Dues. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Technical, Professional and Officeworkers Association of Michigan (TPOAM), provided, however that the Union presents to the Employer, authorizations signed by such employees allowing such deductions and payments to the Union. This may be done through the Steward of the Union.

The employer shall check off fees in the amounts provided by the (TPOAM), 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).

- A. Monthly agency fees or Union dues will be deducted by the Employer and transmitted to the Union as prescribed above.
- B. 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 of the Employer complying with this Article.

## ARTICLE V

### STEWARDS AND ALTERNATE STEWARDS

5.1: The Employees shall elect a Steward who is a regular employee to represent them and may also elect an alternate Steward to represent them in the absence of the Steward.

5.2: The Steward, or the 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 the proper processing of grievances and will not be abused. Employees abusing such time may be subject to disciplinary action.

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.

5.3: The Union will furnish, in writing, to the Employer, 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 which it may be dealing.

5.4: The Employer may allow one (1) employee to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leave granted shall not exceed five (5) work days in any calendar year.

Leave days, as specified above, shall be considered as miscellaneous leave days and shall not be charged against the employee's annual or other accrued leave days.

The business agent of the Union shall, at least ten (10) days prior to such conference or seminar submit notice to the Sheriff certifying the name of such representative and indicating the starting day and termination date for the respective leave days noted above.

All leaves provided in this Article shall be granted without any loss of any pay allowances, or other benefits as provided within the terms of this Agreement.

#### ARTICLE VI

##### SPECIAL CONFERENCES

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

6.2: Such meetings shall be between not more than two (2) representatives of the Employer 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. The members of the Union shall not lose pay for the time lost in such special conferences.

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

#### ARTICLE VII

##### GRIEVANCE PROCEDURE

7.1: 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 or provisions thereof.

Step 1. Any employee having a complaint in connection with his employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with his immediate supervisor or his designee.

Step 2. If the matter is not so resolved, the Steward - and/or the employee may discuss the complaint with the Division Commander. 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 employee's Division Commander within ten (10) working days of the alleged grievance. The written grievance shall state the nature of the grievance, the Article and/or Section of the contract allegedly violated and the remedy sought. Supervision shall answer said grievance within five (5) working days of receipt of same.

Step 3. If the grievance is not settled in Steps 1 and 2, the Union may within ten (10) days after the Division Commander's answer, request a meeting between the Union representative and the Sheriff and/or his representative to review the matter. Such meetings will be held within ten (10) working days after the date of the written request and the Employer will render his decision within seven (7) working days thereafter.

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

7.2: Arbitration. If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. The submission is to be made within thirty (30) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntary rules and regulations then pertaining, within the time specified above. Such rules shall govern the arbitration hearing.

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 born equally between the parties but the fees and wages of representatives other than bargaining unit employees shall be borne by the party incurring them.

7.3: 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 representative 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 VIII

### DISCHARGE AND DISCIPLINE

8.1: The Employer shall have the right to discipline, discharge or suspend any employee for just cause. In respect to discharge or suspension, the Employer shall give at least one warning notice of the complaint against such employee to the employee, in writing, and the copy of the same to the Union and Steward. No warning notice need be given to an employee before he/she is

discharged if the cause of such discharge is 1) theft of County property; 2) drunkenness or use of intoxicating beverage on the job; 3) gross negligence resulting in a serious personal injury accident or serious property damage while on the job; and 4) any other serious misconduct. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months.

8.2: Specific Sections. Such charges shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated. No member shall be required to make any statement written or oral, concerning the alleged offense prior to the Step Three (3) grievance meeting.

8.3: Representation. At all stages of the disciplinary procedure, a member of the bargaining unit against whom charges have been made, may be represented by a Steward, alternate Steward, Union representative or attorney.

8.4: 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 one (1) year previously, unless directly related to the current charge.

## ARTICLE IX

### PROBATION

9.1: New employees hired in the unit on a full-time basis shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees. Probationary employees shall not be eligible for any insurance benefits during the first ninety (90) days of employment.

9.2: The Union shall represent probationary employees for the purposes 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 X

### SENIORITY

10.1: Total seniority shall date from the employee's most recent starting date of full-time employment with the County of Saginaw.

Job classification seniority shall date from the employee's most recent starting date with the Employer in the job classification.

Bargaining unit seniority shall date from the employee's most recent date of hire in a position with the Employer in this bargaining unit.

A. Seniority shall not be affected by race, color, creed, age, sex, marital status, or dependents of the employee.

B. The seniority list as of the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up to date and posted at all times and will provide the local Union membership with up to date copies at least every six (6) months.

10.2: 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 without notification and is no longer in the employ of the County.

D. If he does not notify the Employer within three (3) days after he is in receipt of certified written notification to return to work after layoff, as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his 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, leaves of absence and disability leave 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.

10.3: Notwithstanding their position on the seniority list, the Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in their classification which they can perform, and shall be recalled to work in the event of a layoff on the first open job in a classification which they can perform.

## ARTICLE XI

### PROMOTIONS

11.1: All vacancies which occur within the bargaining unit shall be offered first to bargaining unit members from the division in which the vacancy occurs. Filling of vacant jobs in higher classifications shall be by seniority preference. If it is necessary to order a person into a job, the junior person shall be ordered. This shall be done first by job classification, then by overall seniority. Should the Sheriff determine there are no qualified applicants from within the division, he shall post the position for three (3) days for other bargaining unit employees. Should no bargaining unit employees apply, or the Sheriff determine none of the applicants meet the minimum qualifications, the position shall be posted externally. All posting shall include the qualifications for the job. New hires transferred in from another county position shall initially receive step level pay within the appropriate pay grade, to be determined by the employer.



When two or more bargaining unit members have applied for the same position, the Sheriff shall make the selection based on the employee's skill, ability, and work record. In the event these qualifications are equal, bargaining unit seniority shall be the determining factor. An employee who accepts a promotion shall be subject to a probationary period of sixty (60) calendar days which may be extended by mutual agreement. In the event an employee fails to satisfactorily complete the probationary period, he/she will return to their former position without loss of seniority.

## ARTICLE XII

### LEAVES OF ABSENCE

12.1: Employees may be eligible for leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time require time off from their employment. Personal leaves of absence shall be without pay or benefits unless otherwise provided for in this Agreement.

In the case of a request for a medical leave of absence, a doctor's certificate may be required. The Employer reserves the right to review the doctor's certificate and prior to effecting the medical recommendations contained therein, to schedule the affected employee for an examination with a physician retained by the Employer, at the Employer's expense, to re-evaluate the employee's medical status and ability to perform his/her normal work duties.

In the event the employee's doctor and doctor retained by the County disagree, a third physician's opinion shall be obtained. The third doctor (whose fee will be split equally between the County and the Union) shall be appointed by the Saginaw County Medical Society within ten (10) days of his appointment. This procedure of Medical Arbitration shall be used in any case involving a medical opinion.

Effective January 1, 1993, all references to 'medical leave of absence' will be covered under Article XIII 'Disability Leave'.

12.2: Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires.

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

12.4: An employee on an approved leave of absence will continue to accumulate seniority during the leave.

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

12.6: 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 Corps 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 (other than temporary 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 honorably 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 reemployment 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.

12.7: 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, less mileage, 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.

12.8: Employees required either by the County of Saginaw or any other public agency to appear before a court of such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the Employer shall be granted a leave of absence with pay (as set forth in the following paragraph) for a 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 the time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the Employer.

#### ARTICLE XIII

#### DISABILITY LEAVE

13.1: Effective January 1, 1993 the accumulation of vacation leave and sick leave shall terminate and shall be combined and converted to a new bank titled, "Paid Time Off" (PTO), along with a long term disability leave program. An employee's vacation leave and sick leave banks as of December 31, 1992, shall be converted to a Paid Time Off (PTO) at a ratio of one-to-one. (Refer to Article XVIII, Paid Time Off).

13.2: Regular full time employees with six months or more service shall be eligible for disability coverage subject to the following condition. An employee unable to work for reasons of accidental injury or illness of a non-work related nature, shall be paid 50% of his/her basic weekly gross wage for a period of two years or the employee's department seniority, whichever is less after 30 calendar work days from the declared date of the disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly.

13.3: Banked PTO days may be used to cover the initial 30 calendar work day period at a maximum of 8 hours per day, or they also may be used to supplement the disability payment at a maximum of 4 hours per day.

13.4: Under no circumstances will an employee be eligible for benefits described in 13.2, except by employer approved medical disability. Benefits will not be paid unless the employee submits the attending physicians certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the employer retains the right to verify certificates and may refer the employee to a physician of it's choice whenever it deems necessary at the employer's expense. In the event the employee's doctor and the doctor's retained by the County disagree, a third physicians opinion shall be obtained on appointment by a doctor mutually agreed to by the treating physicians. The third doctor's fee shall be paid by the County.

13.5: Disability payments shall terminate when the employee returns to regular work or restricted work if directed by medical authority and approved by the employer; when the treating physician's statement of disability expires and an extension is not provided; when the employee retires under MERS as a result of disability or normal service retirement.

13.6: Disability payments described herein shall be offset by any social security disability payment due or received by the employee.

An employee determined permanently disabled 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 employer for any period paid by social security, shall be repaid by the employee to the employer.

13.7: All payroll deductions in effect immediately prior to disability will be deducted from disability payments.

13.8: Health and dental coverage will continue during the entire period of disability with the employee paying the same share or premiums which are in effect during the disability. Life insurance coverage shall continue without cost during entire disability.

13.9: Regular part-time employees are not eligible for the disability plan.

#### ARTICLE XIV

##### HOURS OF WORK AND PREMIUM PAY

14.1: A. The normal work day for employees in the kitchen, booking or other divisions which are scheduled for more than eight (8) hours in a 24-hour period shall consist of eight (8) continuous hours per day inclusive of a meal period as determined by the Employer. The normal work day for other bargaining unit employees shall be from 8:00 a.m. to 5:00 p.m. including a one (1) hour unpaid lunch period. Should the Sheriff decide to add or alter a shift by more than one (1) hour he shall offer said shift to the employees in the division by order of their seniority. In the event that no employees accept the new shift assignment, the Sheriff may assign said shift to the employee in the division with the least seniority. Employees required to work through their lunch hour shall have their lunch provided by the Employer.

B. Employees shall be granted two (2) fifteen (15) minute breaks during their eight (8) hour shift. One break shall be scheduled approximately midway through the first half of the shift and the other break shall be scheduled approximately midway through the second half of the shift. Employees shall be permitted to take such breaks away from their work sites, but shall not leave the County Governmental Complex.

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

A. Daily: All work performed in excess of eight (8) hours in a twenty-four (24) hour period as authorized and approved by the Employer.

B. Periodically: All work performed in excess of forty (40) hours in a work week. There shall be no pyramiding of overtime.

14.3: The Employer shall continue biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

14.4: If possible, checks will be available to employees working the four to twelve shift, the afternoon of the Thursday preceding payday at and not before 4:00 p.m. Checks are to be picked up from the shift commander.

14.5: Shift Preference. Shift preference for employees in the kitchen, booking or other divisions which are scheduled for more than eight (8) hours in a 24 hour period will be made on an annual basis and in accordance with past practice. Determination of shift preference shall be based upon the employee's preference according to his/her seniority in the classification and the division of the Department. The Employer shall grant such request for shift preference provided that said request shall not be detrimental to the operation of the Department. It is further agreed that the Sheriff will not be arbitrary or capricious in his decisions.

## ARTICLE XV

### HOLIDAYS

15.1: The following days shall be designated and observed as paid holidays effective upon ratification of the Agreement.

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday Afternoon	Friday after Thanksgiving
Memorial Day	December 24, Christmas Eve
Independence Day	December 25, Christmas Day
	December 31, New Year's Eve

15.2: It is also further agreed that in the event of a "snow day" or other "Act 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 law enforcement 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.

15.3: Employees must work their scheduled day before and their scheduled day after a holiday or be on an authorized paid vacation or paid sick leave in order to be paid for the holiday.

15.4: In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for the eligible employees;

if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday.

15.5: All eligible employees shall be paid their current hourly rate of pay as holiday pay.

15.6: If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday.

15.7: Employees who are required to work on a holiday shall receive, in addition to the holiday pay, holiday premium pay at time and one-half (1-1/2) for all hours worked.

15.8: Employees will not be granted approval for one (1) day vacation requests which fall on recognized holidays.

## ARTICLE XVI

### VACATIONS\*

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

Employees with less than 3 years of service shall accrue vacation in the amount of 10 days per year. Probationary employees are not eligible for vacation and accrued vacation is not credited until completion of the probationary period.

Employees with 3 but less than 5 years of service shall accrue vacation in the amount of 12 days per year.

Employees with 5 but less than 10 years of service shall accrue vacation in the amount of 14 days per year.

Employees with 10 but less than 15 years of service shall accrue vacation in the amount of 16 days per year.

Employees with 15 but less than 20 years of service shall accrue vacation in the amount of 18 days per year.

Employees with 20 or more years of service shall accrue vacation in the amount of 20 days per year.

16.2: 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.

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

16.4: Vacation schedules by classification and effected shifts will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, after December 1st, each employee shall indicate on a yearly calendar, his vacation request no later than January 1st. After January 1st, all employees who have failed to select their vacation time will take whatever time is available. The

\*Refer to Article XVIII, 'Paid Time Off,' effective January 1, 1993.

Sheriff will notify employees of approval of vacation periods within a reasonable time after January 1st of the applicable year.

16.5: 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.

16.6: If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his 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.

16.7: 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 Sheriff's Department to reschedule his vacation, then the provision of Section 15.2 will not be invoked.

16.8: 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 by request prior to taking vacation.

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

- 1) 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.
- 2) By paying him time and one-half (1-1/2) his regular pay for those hours worked.

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

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

16.11: Vacation accrual will cease effective the first payroll period following any leave of absence.

#### ARTICLE XVII

##### SICK LEAVE\*

17.1: Each permanent full-time employee shall accumulate sick leave at the rate of twelve (12) working days per year. All employees shall have their accumulated sick leave reduced by one (1) 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.

\*Refer to Article XVIII, 'Paid Time Off,' effective January 1, 1993.

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

17.3: Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify the shift commander on duty one (1) hour prior to the beginning of that duty shift whenever possible. The Employer may request a written explanation as to why the employee did not meet the one (1) hour time limit.

An employee may use up to three (3) earned sick days for up to three (3) emergencies per year with at least 1/2 hour notice to the employer. If more than three (3) emergencies occur in a calendar year, the employer may require documentation.

17.4: 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 Sheriff.

17.5: Sick leave shall not be charged against the employee's current or reserved sick leave in amounts less than one (1) hour for any absence.

17.6: At retirement, death or quit after three years of service, any employee with accumulated sick leave shall receive pay for 50% of the accumulated sick leave up to a maximum of 120 days accumulation. In case of death, it will be paid to the deceased employee's beneficiary. Any employee who is discharged or voluntarily quits without minimum (2) two weeks notification is not eligible.

17.7: Sick accrual will cease effective the first payroll period following any leave of absence excluding the first 90 days on Workers' Compensation leave.

#### ARTICLE XVIII

#### PAID TIME OFF

18.1: Effective January 1, 1993 as described in Article XIII Disability Leave, vacation leave and sick leave banks shall be combined and converted to a Paid Time Off bank or "PTO" bank. This bank may be used, in addition to supplementing disability pay, for all applicable conditions under specific procedures listed for usage in the vacation leave and sick leave articles.

18.2: Non-probationary regular full time employees shall accrue Paid Time Off (PTO) days in the (PTO) bank on an annual basis in accordance with the following scale:

#### Paid Time Off (PTO):

6 mos. - 3 yrs. service	17 days
3 yrs. - 5 yrs. service	19 days
5 yrs. - 10 yrs. service	21 days
10 yrs. - 15 yrs. service	23 days
15 yrs. - 20 yrs. service	25 days
+20 yrs. service	27 days

18.3: The number of PTO days carried forward into a new calendar year shall be unlimited. Upon termination, any employee with accumulated PTO

time shall receive pay for 50% of the accumulated time up to a maximum of 150 days accumulation.

(A) Only those regular full time employees hired on or before January 1, 1993, shall be advanced (from the Table in 18.2) with seven (7) PTO days on January 1, 1993, for their immediate usage as defined in 18.1. The remaining time in accordance to the following table will accrue on an annual basis. After December 31, 1993, the rate of accrual will revert to the exact numbers listed in the previous table.

1993 ANNUAL (PTO) ACCRUAL SCALE:

6 mos. - 3 yrs. service	10 days
3 yrs. - 5 yrs. service	12 days
5 yrs. - 10 yrs. service	14 days
10 yrs. - 15 yrs. service	16 days
15 yrs. - 20 yrs. service	18 days
+20 yrs. service	20 days

ARTICLE XIX

LONGEVITY

19.1: 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 \$50 per year for each full year (as of December 1) of full-time continuous service beginning upon completion of five years of service. A member must be employed on December 1st of the effected year to be eligible. 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 pro rata longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive pro rata longevity pay for the year.

19.2: Longevity shall be paid on or after December 1st of each year based on service as of December 1st.

ARTICLE XX

INSURANCE

20.1: 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 ninety (90) days qualifying service. The County shall continue to pay the 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's employment while the employee is actually on duty.

Eligible employees may voluntarily choose from the available options at the time of employment and at the annual reopening. Current options are as follows; provided, however, the County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.



- 1) Blue Cross/Blue Shield of Michigan: Comprehensive Hospital Care Certificate (semi-private), MVF-1 Preferred Group Benefit Certificate, Prescription Drug Group Benefit Certificate (S2-00) and Master Medical Supplemental Benefit Certificate (Option I), with riders XF, FC, SD, COB-3, SAT-2, MMC-PD, PRE100, PCES-2, and PD-MAC.
- 2) Blue Cross/Blue Shield Preferred Plan with riders Trust 15, Trust OVS, Plus 15, APDBP, and MMC-OVS.
- 3) Blue Care Network of East Michigan (BCN5).
- 4) HealthPlus of Michigan: HPM Group Subscriber Contract, Code CJ.

(Blue Care Network of East Michigan and HealthPlus of Michigan are Health Maintenance Organizations (HMO), the Blue Preferred Plan is a preferred provider organization (PPO).

Effective February 1, 1992, the coverage provided will be under the Health Care Management Single Provider system with a 5% employee co-payment for full-time employees. Effective January 1, 1993, only regular full-time employees and their authorized dependents will be provided health coverage. Effective February 1, 1993, prescription coverage will be provided under the Saginaw County Preferred Pharmacy Plan.

20.2: 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 and the employees agree to participate in the co-pay program outlined below.

Retirees shall have traditional Blue Cross/Blue Shield of Michigan through the health care management single provider system. Retirees and dependents, age 65 and over shall be converted to Medicare complimentary coverage.

Effective February 1, 1993, retirees prescription coverage will be provided under the Saginaw County Preferred Pharmacy Plan. New hires shall be provided single coverage only upon retirement. A co-pay at the percentage indicated below will be required by retirees who retire after January 1, 1992.

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

20.3: 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 Eastern Michigan (Dentcare 185) if offered by the Employer.

20.4: 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 six (6) months continuous service. The amount reduces to 75%, 70%, 65%, 60%, 55% and 50% of the above amount on the employee's 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.

20.5: 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 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.

20.6: Professional Liability Insurance. The Employer shall provide at not 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 relation to matters committed by law to the employee or to the Employer under those 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 (Ten Million Dollars) and shall include the cost of defense, including attorney fees.

20.7: 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.

20.8: Employee Co-Payment. In respect to the insurance Coverage designated in Section 1 and 3 of this Article, it is agreed that employees shall pay ten (10) percent of the cost of dental insurance and five (5) percent of the cost of health insurance. The Employer shall pay the remaining cost of the premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders.

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

Health: In the event of layoff, health insurance shall be continued at the 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 Workers' 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.

Dental: Coverage shall continue a' County expense until the first billing date subsequent to layoff, leave of absence, or disability leave.

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 months from the first day of 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 month waiting period and will be insured on the first billing date after his/her return to work.

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.

20.10: 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. All benefits shall be subject to the standard provisions set forth in the policies.

## ARTICLE XXI

### LAYOFF AND RECALL

21.1: The word "layoff" shall mean a reduction in the working force due to a decrease of work or limitation of funds. Such layoffs shall not be arbitrary or capricious.

When there is such a reduction in the work force the following procedure shall be followed:

Part-time employees shall be laid off first followed by temporary, probationary (first 6 months of employment) and then full-time employees. Seniority laid off employees shall be given first opportunity to fill part-time/temporary positions.

21.2: Seniority employees will be laid off according to classification seniority providing the employees retained are able 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 Steward 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 bargaining unit seniority, in inverse order of layoff, provided the employees recalled are able to perform the available work.

B. Notice of recall may be by telephone call, and shall be confirmed by certified mail to the employee's last known address.

C. Employees will be granted up to two (2) weeks from the time of notice of recall to return to work.

21.3: Employees in lieu of layoff may bump employees in the same classification with less bargaining unit seniority provided the employees retained can perform the available work.

## ARTICLE XXII

### GENERAL

22.1: One bargaining unit member will be included in the Sheriff Department Safety Committee.

22.2: The Employer shall furnish employees all necessary equipment and articles of clothing required by the Sheriff in the performance of their duties and keep in safe operating condition.

22.3: 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 consistent with P.A. 397.

22.4: 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.

22.5: Training Expenses. 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 at the current County rate if the class is held outside of Saginaw County and if transportation is not otherwise available.

22.6: Any employee involved in any accident shall immediately report said accident and/or any physical injury sustained, to his immediate supervisor prior to termination of his duty shift in which his injury occurred.

22.7: Bulletin Boards. 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 notices are to be posted and must have the signature of the Union Business Representative or the Shop 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.

22.8: Schools and Training. The Employer will post a list of schools and training courses which it makes available to department personnel and will offer such schooling and training to a predetermined number of those employees of the bargaining unit who request, in writing, their desire to attend. Seniority shall be considered in the selection of employees who attend such schooling or training. The decision of the Employer in his selection shall not be arbitrary or capricious.

22.9: Higher Classification Pay. Employees required to work in a higher classification for more than eight (8) hours in any pay period shall be paid the higher rate of pay for all hours worked in the higher classification within such pay period, beginning with the first day. The Employer shall not assign other employees to such assignments to circumvent the payment to any employee assigned originally.

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

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

22.12: New Classification. Each job classification in the bargaining unit shall have the written job description on file in the County Personnel Office and may be reviewed by the employees or the Union upon request. If during the life of the Agreement, new jobs within the bargaining unit are established or the duties and responsibilities of an existing job are substantially changed, the Employer shall evaluate the job prior to establishing a rate of pay therefor. Whenever a request is made for the classification of a new position or the reclassification of a current position, the Union shall be given a copy of the request including a copy of the proposed job description or employee questionnaire. The Union may, at its discretion, submit documentation to support or oppose the request and make comments on the proposed job description or employee questionnaires, which will be presented to the Factoring Committee.

22.13: Overtime Assignments. Overtime assignments shall be made among employees engaged in similar work as far as practicable on a rotating basis while still maintaining efficiency of operation.

The Employer shall consider seniority in making such overtime assignments when initially invoking the above rotational system.

22.14: Confidentiality. The Union subscribes to the issue of confidentiality and agrees that employees of the bargaining unit shall not reveal to any person outside the Department, any information without signed authorization of the Sheriff or Undersheriff. Employees who violate this section shall be subject to disciplinary action. It is further agreed that the Employer shall not discipline employees who refuse to submit such information if not authorized by the Sheriff or Undersheriff.

22.15: Shift Preferences. Shift preferences shall be filled by seniority preference.

22.16: Drug Testing. The Sheriff reserves the right to have each employee for just cause tested for controlled substances. Failure to comply will result in disciplinary action. Procedures for testing of controlled substances would follow the 'Drug Testing Policy Supplement' in this agreement.

22.17: Residency Requirement. The Sheriff shall require mandatory residency for all employees. Those employees currently residing out of the County shall have 90 days to comply with this requirement. All new hires including County employees who transfer into this unit shall comply with this requirement within 90 days of employment or appointment. Failure to comply shall result in discharge.

#### ARTICLE XXIII

##### UNIFORMS

23.1: The Sheriff will provide uniforms for all clerks assigned to the Identification Bureau, the computer room and the account clerk and booking clerks. The uniforms will be laundered at the employer's expense. Uniforms will be replaced by the Sheriff as necessary.

#### ARTICLE XXIV

##### WORKERS' COMPENSATION

24.1: Employees who sustain a job related injury shall be compensated for loss of pay up to a maximum of seven (7) days not chargeable to any other benefit of this Agreement. The employee shall fill out the appropriate Workers' Compensation forms and must substantiate such injury by medical authority. If the employee is to be absent for more than seven (7) days, he/she shall be covered by Workers' Compensation laws, and if reimbursed through Workers' Compensation for the first seven (7) days of absence, he/she shall be obligated to reimburse the County for such time by signing over to the Employer the Workers' Compensation check received for the first seven (7) days of absence.

#### ARTICLE XXV

##### PENSION

25.1: Current employees shall be members of the Michigan Municipal Employees Retirement System in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, Benefit Plan B-2, and F-55/20, V-6;

Contribution Plan 0% effective January 1, 1992. Benefit Plan B-3 and F55/20, V-6; with 0% employee contribution will be implemented effective January 1, 1993.

Effective January 1, 1993, all new County employees shall become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund) 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, 1994, when MERS makes this transfer provision available. New employees as of January 1, 1993 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 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>Yrs. of Serv. Retained by Employee</u>	<u>Yrs. of Service Retained by Employee</u>	<u>Yrs. of Serv. Retained by Employee</u>	<u>Yrs. of Service Retained by Employee</u>
6	24%	14	64%
7	28%	15	70%
8	32%	16	76%
9	36%	17	82%
10	40%	18	88%
11	46%	19	94%
12	52%	20	100%
13	58%		

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

#### ARTICLE XXVI

#### FUNERAL LEAVE

26.1: Immediate Family. In the event of a death in the employee's immediate family (spouse, child, stepchild, parent, parent-in-law), the employee may be excused for purposes of attending the funeral and tending to family business for a period of not to exceed three (3) consecutive days, one of which shall be the day of the funeral. Such time off shall be without loss of pay. The Sheriff may authorize an extension of the leave up to a total of five (5) days if circumstances, such as extensive travel, require the employee to be absent. Extensive travel is defined as any distance over 300 miles one way.

26.2: Close Relative. In the event of the death of a close relative (grandparent, grandchild, brother, sister, spouse's brother or sister, daughter-in-law or son-in-law) the employee shall be excused without loss of pay for the purposes of attending the funeral provided such funeral day is one of the employee's normally scheduled work days. The Department head may authorize an extension of the leave up to a total of three days if circumstances, such as extensive travel (as defined above) require the employee to be absent.

26.3: Employees Excluded. Bereavement leave is not authorized for other than regular full-time employees; provided, however, department heads may reschedule part-time personnel to provide for lost time.

#### ARTICLE XXVII

##### SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any 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 XXVIII

##### WAGES

Wages effective January 1, 1992 reflect a 3% increase to wages in effect as of January 1, 1991. Wages effective on January 1, 1993 reflect a 0% increase to wages in effect on January 1, 1992. Wages effective January 1, 1994 reflect a 5% increase to wages in effect on January 1, 1993. (Refer to Wage Schedule).

Either party must give written notice to the other party not less than sixty (60) calendar days prior to December 31, 1994 for the purpose of negotiating wages only for the period beginning January 1, 1995 through December 31, 1995.

#### ARTICLE XXIX

##### TERMINATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall remain in full force and effect until the 31st day of December, 1995. It shall automatically be renewed from year to year thereafter, unless either party notifies the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement.

In any event, however, the conditions of employment, including wages and benefits, shall remain in effect providing the Union or the Employer are willing to continue negotiations for the renewal of a new Agreement.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY

SAGINAW COUNTY BOARD OF COMMISSIONERS  
SAGINAW COUNTY SHERIFF

---

UNION

TECHNICAL, PROFESSIONAL AND OFFICE WORKER  
ASSOCIATION OF MICHIGAN

---

James S. Barbera  
CHAIRMAN, BOARD OF COMMISSIONERS

Nancy C. Modlin  
TPOAM PRESIDENT

Tom McAntyne  
SHERIFF, SAGINAW COUNTY

Keith Stewart  
TPOAM REPRESENTATIVE

Fred S. Sadel  
CONTROLLER, SAGINAW COUNTY  
Approved as to Substance

[Signature]  
JENSEN, SMITH & GILBERT, P.C.  
Approved as to Form

WAGES

SAGINAW COUNTY SHERIFF'S DEPARTMENT

CLERKS UNIT

	HIRE (STEP 1)	6 MOS. (STEP 2)	1 YEAR (STEP 3)	2 YEAR (STEP 4)	3 YEAR (STEP 5)
<u>JANUARY 1 1992</u>					
CLERK/TYPIST I/II (T05/T07)					
YEARLY	14,397	14,899	16,010	16,563	18,011
BIWEEKLY	553.73	573.04	615.77	637.04	692.73
ACCOUNT CLERK I/II (T06/T08)					
YEARLY	14,955	15,454	16,790	17,401	18,957
BIWEEKLY	575.19	594.38	645.77	669.27	729.12
BOOKING CLERK I/II (T06/T08)					
YEARLY	14,955	15,454	16,790	17,401	18,957
BIWEEKLY	575.19	594.38	645.77	669.27	729.12
<u>JANUARY 1 1993</u>					
CLERK/TYPIST I/II (T05/T07)					
YEARLY	14,397	14,899	16,010	16,563	18,011
BIWEEKLY	553.73	573.04	615.77	637.04	692.73
ACCOUNT CLERK I/II (T06/T08)*					
YEARLY	14,955	15,454	16,790	17,401	18,957
BIWEEKLY	575.19	594.38	645.77	669.27	729.12
BOOKING CLERK (T09)**					
YEARLY	17,290	17,899	18,566	19,236	19,901
BIWEEKLY	665.00	688.42	714.08	739.85	765.42
<u>JANUARY 1 1994</u>					
CLERK/TYPIST I/II (T05/T07)					
YEARLY	15,117	15,644	16,811	17,391	18,912
BIWEEKLY	581.42	601.69	646.58	668.88	727.38
ACCOUNT CLERK I/II (T06/T08)					
YEARLY	15,703	16,227	17,630	18,271	19,905
BIWEEKLY	603.96	624.12	678.08	702.73	765.58
BOOKING CLERK I/II (T09)					
YEARLY	18,155	18,794	19,494	20,198	20,896
BIWEEKLY	698.27	722.85	749.42	776.85	803.69

Effective January 1, 1993:

\* All Clerk-Typist I/II's (T05/T07) as designated on or before December 31, 1992 shall be reclassified to Account Clerk I/II's (T06/T08).

\*\* All Booking Clerk I/II's (T06/T08) as designated on or before December 31, 1992 shall be reclassified to Booking Clerks (T09).

