

12/31/95

AGREEMENT

Between

THE COUNTY OF SAGINAW

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

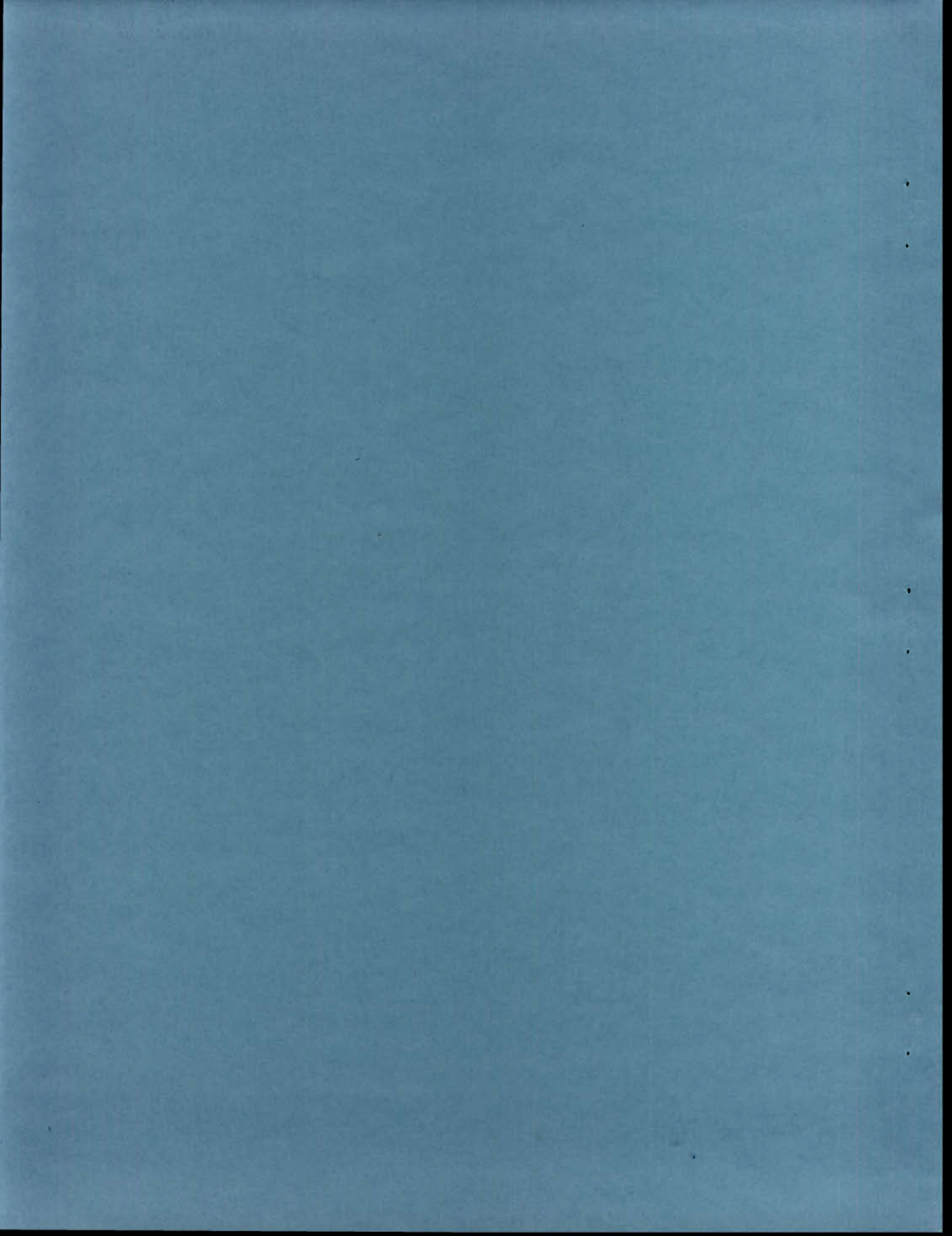
(COAM)

REPRESENTING THE SAGINAW COUNTY

EMERGENCY 911 CENTER SUPERVISORS

Effective: January 1, 1992 to December 31, 1995

Saginaw County



ARTICLE I
AGREEMENT

1.1: This Agreement, entered into on the _____ day of December, 1991, between the Board of Commissioners for the County of Saginaw, hereinafter, referred to as the "Employer", and Command Officers Association of Michigan hereinafter referred to as the "Union", or "COAM" agree as follows:

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of the agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County of Saginaw in its capacity as an employer, the employees, and the Union.

2.2: The parties ascribe 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.

2.3: 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 III
RECOGNITION

3.1: 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 COAM 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 supervisory personnel of the Saginaw County Emergency 911 Center, (formerly known as Saginaw County Central Dispatch) but excluding the Director and all other County employees.

3.2: 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 IV
UNION RIGHTS

4.1: The Union, as the sole and exclusive bargaining representative of the employees, shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining, or for the mutual aid and protection of the Union and its members, and to express or communicate in any lawful view, grievance, complaint or opinion related to any condition of employment, free from any restraint, interference, coercion, discrimination, or reprisal or the threat thereof.

4.2: The Employer reserves the right to establish work rules and will communicate these rules to members of the bargaining unit. New rules will be posted in a conspicuous place at the worksite.

4.3: Union employees shall be represented by a local President, Vice President and/or a representative of the COAM. The local Union President, or his designee, during regular working hours without loss of pay, in accordance with the terms of this Article may investigate and present grievances to the Employer. The privilege of the President or his designee leaving his work during working hours without a loss of pay or time is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Additional representatives of the local may be present as long as they are not on duty and are on their own time.

4.4: The local President, or his designee, may be required to record time spent. Such employee shall perform his regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

4.5: 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.

4.6: Collective bargaining by the Union shall be done by a Union Bargaining Committee consisting of the local President or his designee with the assistance of COAM agents, representatives and/or attorneys. Additional representatives of the local may participate in the collective bargaining process as long as they are not on duty and are on their own time.

4.7: Special Meetings: Special meetings for important matters not normally subject to the grievance procedure will be arranged between the Union and the Director upon the request of either party. Such meetings shall be between not more than one (1) representative of the local Union and/or a representative of the COAM and the Director or his designee. 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 at special conferences shall be confined to those included on 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 Union representative involved in the special conference shall not lose pay for the time lost in such conference.

4.8: Special meetings shall be scheduled within ten (10) working days after the request is made. Extensions of such time limits may be arranged if by mutual consent.

4.9: Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the local President and/or Vice President 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.

ARTICLE V
BULLETIN BOARD

5.1: The Employer agrees to furnish space on a bulletin board at a reasonable location mutually agreed upon for use by the Union to enable the members of the bargaining unit to see materials posted by the Union. The location will be at or near an area where employees have reasonable access or congregate. The bulletin board will not be the same as that of any other bargaining unit employed by the Saginaw County Emergency 911 Center. At the request of the Director, the Union will promptly remove any material which, in the opinion of the Director, is detrimental to the Union-Employer relationship.

ARTICLE VI
MANAGEMENT RIGHTS

6.1: 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 the aforementioned management prerogatives shall not 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 VII
UNION SECURITY AND DUES DEDUCTION

7.1: Any employee who upon completion of the probationary period who is not a member of the Union and who does not make application for membership shall, as a condition of employment, pay the initiation fees uniformly required by the Union and thereafter pay a monthly service charge in an amount equal to the monthly dues uniformly required of its members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged by the Employer.

7.2. Checkoff: Upon receipt of a signed authorization from an employee in the form set forth below, the regular monthly dues of the Union or agency/ service fee shall be deducted from such employee's pay. The local union shall notify the County of the amount to be deducted in writing. Deductions shall be made on the second pay period of each month and shall be remitted promptly to the offices of the Command Officers Association of Michigan, 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152.

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

- A. The Union has notified the employee by Certified letter addressed to his address last known to the Union spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten calendar days, he will be reported to the Employer for termination from employment as provided herein; and,

B. The Union has furnished the Employer with written proof that the foregoing procedure has been followed and has supplied the Employer with a written demand that the employee be discharged for failure to conform to the provisions of this Article. The Union shall certify to the Employer in writing that the amount of delinquency does not exceed the Union dues or service fees. The Employer shall then provide the employee with two weeks termination notice specifying the date he/she will be discharged if delinquent dues or fees are not tendered on or before one day prior to the discharge date. It shall be the option of the Employer to transfer the employee to a position outside the bargaining unit if the employee is accepted for such a vacant position.

7.3. INDEMNIFICATION: The Union shall defend and indemnify the County and any Department of the County and hold it harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of, any action taken by the County of any Department of the County for the purpose of complying with the provisions of this Article.

7.4 Form for Dues Deductions:

AUTHORIZATION FOR CHECKOFF OF
UNION DUES AND INITIATION FEE OR
AGENCY/SERVICE FEE

I, hereby, authorize the County of Saginaw to deduct from my earnings:

_____ The regular monthly dues in the amount certified by the local Union.

(I understand that I have no legal obligation to become a member of the Union.)

_____ Further, I authorize the remittance of such amount to said Union in accordance with the currently effective Agreement between the County of Saginaw and the Union. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately, relieve the County, and Department of the County, the Union and their officers, representatives or agents from liability thereof.

_____ Date _____ Print Name _____
Signature _____

7.5: The Union agrees to maintain procedural safeguards in order to ensure that the fees of non-union members are not used for activities other than the cost of collective bargaining and contract administration. Members shall be given an adequate explanation of the basis for the fee, a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker and an escrow for amounts reasonably in dispute while such challenges are pending.

8.1: A "grievance" shall mean a specific charge, by the Union, an employee or group of employees, based upon an event, condition or circumstance under which an employee works, that a provision of this Agreement has been violated or misinterpreted.

8.2: Step 1. Any employee having a complaint in connection with his/her employment shall present it to the Director orally, within five (5) days of the alleged grievance or within five (5) days of the date the employee could reasonably be expected to have knowledge of the cause of the grievance.

8.3: Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing on a regular grievance form provided by the Union which shall include the nature of the grievance, the sections of the Agreement allegedly violated and the remedy sought. The grievance will be presented to the Director within ten (10) working days of the oral presentation. The Director shall answer said grievance in writing within ten (10) working days of the receipt of same.

8.4: Step 3. If the grievance is not resolved at Step 2, the Union may within ten (10) days after the Director's answer, request a meeting between the Union President, the Union Representative or his agent, the Director, and the Saginaw County Personnel Director or his representative. The Employer shall render its written decision within ten (10) working days.

8.5: Step 4. Saginaw County Labor Relations Subcommittee. If the grievance is not resolved at Step 3, the Union may within ten (10) days after the Employers response, request arbitration by the Labor Relations Subcommittee of the Saginaw County Board of Commissioners. The Labor Relations Subcommittee shall render its written decision with ten (10) working days.

8.6: Step 5. Arbitration. If, after reviewing the decision the Union feels that the disposition rendered by the Employer is still not satisfactory, it may, within ten (10) calendar days after receipt of the last step, and by written notice to the other party, request arbitration through the Federal Mediation and Conciliation Service and in accordance with it voluntary arbitration rules. The arbitrator so selected shall hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the closing of the hearing. The arbitrator's decision will be in writing and will set forth his findings of the facts, reasonings, and conclusions on the issues submitted.

The jurisdiction of the arbitrator shall be limited to grievances arising out of the definition of a grievance contained within the agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of the Agreement, not 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 parties incurring them.

8.7: 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. All time limits may be extended by mutual agreement in writing.

ARTICLE IX
DISCHARGE AND DISCIPLINE

9.1: When any employee is discharged, suspended, laid off for disciplinary reasons, or given a written reprimand and/or warning which is to be included in his/her personnel file, the Union and the employee shall be promptly notified in writing of the action taken. Such action shall be deemed final and automatically closed unless a grievance is filed within ten (10) working days from the time of presentation of the notice to the employee.

9.2: In imposing any discipline on a current charge, the Employer shall not base any decision upon any prior infractions which occurred more than two (2) years previously.

9.3: If an employee is suspended without pay for disciplinary reasons he/she shall continue to receive all of his/her benefits other than pay during the period of this suspension.

ARTICLE X
SENIORITY

10.1: Seniority: Employees shall have seniority which shall be from date of hire within the Saginaw County Emergency 911 Center, also each employee shall have a seniority date from the date of entering the classification of "supervisor". The classification date shall be used for selection of vacations, shift preference, and progression on the salary scale. The date of hire within the Saginaw County Emergency 911 Center shall be used for purposes of layoff and recall. In the event two or more members of this bargaining unit have the same date of classification, the date of hire within the Saginaw County Emergency 911 Center shall prevail.

Length of service for purposes of computing eligibility for other benefits shall be the last date of hire with Saginaw County.

10.2: A seniority list shall be compiled showing the names of all employees entitled to seniority in the bargaining unit. Such list shall show the names, date of hire within the Saginaw County Emergency 911 Center and the date of hire within the supervisor classification. Said list shall be posted on the union bulletin board and a copy of same shall be provided to each member of the bargaining unit.

10.3: An employee shall lose his/her seniority for the following reasons only:

- A. The employee quits, retires or receives a pension under Saginaw County.

- B. The employee is discharged and the discharge is not reversed through the provisions of the Agreement.
- C. The employee 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/her 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/her unexcused absence he/she has voluntarily quit and is no longer in the employ of the County.
- D. If, after receipt of the certified written notification to return to work after layoff, the employee does not notify the Employer within three (3) days as to the date when he will return. Employees must return from layoff within one (1) week of delivery of such notice to the employee's last known address. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
- E. Failure to return from a sick leave or a leave of absence will be treated the same as "C" above.
- F. If the employee is laid off during the term of this Agreement for a continuous period equivalent to his/her 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.
- H. An employee who accepts a non-bargaining unit position with the Saginaw County Emergency 911 Center, except however, where no break in service occurs, the employee may at the Employers discretion, be returned to the bargaining unit with seniority established at the level earned on the date she/he left the bargaining unit. This provision applies to any employee transferred or promoted to a non-bargaining unit position since the date of certification of the unit.

ARTICLE XI
PROBATION

11.1: Newly hired employees shall be considered as probationary employees for the first twelve (12) months of their employment, after which they 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 the probationary period is completed. There shall be no seniority among probationary employees. Employees who have been promoted directly from the Saginaw County Emergency 911 Center Operator's Unit shall be considered as probationary employees for the first six (6) months of their employment, after which they 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 the probationary period is completed. All other provisions in this Agreement applying to probationary employees shall apply for twelve (12) months for those Supervisors hired from outside the Operator's Unit and shall apply for six (6) months for those Supervisors hired from within the Operator's Unit.

11.2: The Union shall represent all probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 2 of this Agreement except discharged and disciplined newly hired probationary employees for other than union activities.

11.3: During the six (6) months probationary period, at the discretion of the Director, if a promoted employee exhibits unsatisfactory performance the employee shall be returned to his/her former position within the dispatch operator's bargaining unit, without loss of seniority. This section is subject to the provisions of the Agreement between the County of Saginaw and the POAM representing the Central Dispatch Operators.

ARTICLE XII ACTING SUPERVISORS

12.1: Acting part-time supervisors may be used to provide relief for regular dispatch supervisors on vacation, sick leave, personal time, leaves of absence or any other excused absences or in the event of other emergencies as determined by the Director or his designee.

12.2: In the event an acting supervisor is unavailable, or filling the vacancy with an acting supervisor would cause a manpower shortage, the vacancy shall be filled in accordance with Article XVI, Section 16.5

12.3: In the event a regular dispatch supervisor position becomes available, the vacancy will be manned by an acting supervisor until the position can be permanently filled.

12.4: A regular dispatch supervisor's position will not be filled on a permanent basis by an acting supervisor.

ARTICLE XIII LEAVE OF ABSENCE

13.1: Employees shall be eligible to apply for leaves of absence after completion of the six-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.

13.2: 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.

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

13.4: An employee on an approved leave of absence will continue to accumulate seniority while on the leave. However, leave time shall not count toward progression 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.

13.5: Beyond the return date designated, an extension may be granted by the Employer.

13.6: 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 minimum of two (2) hours pay at one 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.

13.7: Employees who enter the military service of the United States shall be granted leaves of absence and reinstated to employment as required by applicable provisions of ACT 263, Public Acts of 1951, and any other applicable statutes then effective.

Any permanent employee who is a reservist and who must attend an "annual active duty for training" shall be compensated by the Employer the difference between his/her regular pay and his/her military pay. Such payment shall not exceed two (2) weeks per year. Such payment shall be granted only upon advance notice of one (1) month to the Employer.

ARTICLE XIV JURY DUTY

14.1: An employee who is summoned and reports for jury duty during his/her regularly scheduled work day shall be excused for such time actually spent on jury duty without loss of pay providing the employee gives one week advance notice to the Director. Jury duty or other fees (not including travel allowance) shall be offset against such pay. Midnight and afternoon shift personnel assigned to jury duty shall be transferred to a day shift for the period of jury duty and will report back to such shift when released from jury duty prior to the end of the workday, unless otherwise mutually agreed upon.

ARTICLE XV BEREAVEMENT

15.1: In the event of death in the immediate family of the employee, i.e., mother, father, stepparents (loco-parentis), sister, brother, spouse, child, stepchild, 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 not more than three (3) consecutive work days for the purpose of attending the funeral. The Employer may grant an extension of leave, with pay, for extenuating circumstances.

In the event of the death of a close relative, i.e., brother or sister of spouse, other stepparents, employee shall be granted one (1) day, without loss of pay, for purposes of attending the funeral.

If any of the aforementioned deaths occur more than two hundred (200) miles from the County Building, employee shall be granted an additional two (2) days total for travel.

The employer may grant an extension of leave, without loss of pay, for extenuating circumstances.

ARTICLE XVI
HOURS OF WORK

16.1: Normal Work Day: All employees shall work eight (8) consecutive hours per day. Any time worked in excess of eight (8) hours in any one day shall be compensated at the rate of time and one half the employees' regular hourly rate of pay. During the course of a normal work day each employee shall be entitled to a twenty five (25) minute lunch break and two (2), fifteen (15) minute breaks.

16.2: Normal Work Week: The normal work week shall be of forty (40) hours duration. Any hours worked in excess of forty (40) hours for any work week shall be compensated at the time and one half rate.

- A. Hours spent on paid sick or vacation leave shall count towards the forty (40) hours.

16.3: Shift Changes: Shift changes and/or trades at the employees option shall not result in payment of overtime, should such change or trade cause the employee to work more than the above stated eight (8) hour day or forty (40) hour week.

16.4: Hours of work or days off shall not be changed to avoid the payment of overtime unless the employee mutually agrees to such change.

16.5: Overtime may be assigned when a regular full time dispatch supervisor is off work due to illness, vacation, leave of absence, or other excused absences, and an acting supervisor is not available.

16.6: When overtime occurs, it will be offered as follows:

- A. When overtime is available, before it is filled by an acting supervisor, said overtime will first be offered to regular full time supervisors on their day off. The overtime shall not be limited to eight hour increments, but whatever hours are available. Calls for day off overtime must commence at least one hour in advance of the overtime available.
- B. Supervisors who do not wish to be contacted for day off overtime shall submit their desire in writing at the start of each calendar year.
- C. In the event two or more supervisors are on their pass days when overtime is available, the seniority supervisor shall be asked first.
- D. If the overtime cannot be filled by on duty and/or off duty regular full time supervisors, then the assigned supervisor from the preceding and following shifts shall work the overtime.

16.7: Compensatory Time: 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 hours worked. An employee may

accumulate up to a maximum of one hundred and twenty (120) hours in their compensatory leave bank (i.e. 80 hours actually worked), 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 personal time and such time shall be granted at his discretion.

16.8: Training Sessions: Members of the bargaining unit attending any mandatory training sessions shall be compensated in the following manner:

- A. If on a Leave Day: A minimum of two (2) hours pay at time and one-half (1 1/2).
- B. If on a Normal Work Day: Time and one-half (1 1/2) if applicable for the actual hours the employee had to arrive at work early or stay after his/her shift was completed.

ARTICLE XVII
SHIFT PREFERENCE

17.1: Shift selections shall be by seniority within classification.

17.2: Both the Union and Employer agree to experiment with various work schedules among the members of this bargaining unit. When a schedule is mutually agreed to between a majority of the bargaining unit members and the Director, such schedule shall be implemented and continue for a period to last a minimum of six (6) months. Such schedules shall be implemented for the months of April-September or October-March, in order to coincide with the vacation selection schedule. In cases where the majority of the bargaining unit members and the Director disagree, the decision of the Director shall be final and binding on all concerned.

17.3: Employees may voluntarily trade shifts with the approval of the Director or his designee.

ARTICLE XVIII
HOLIDAYS

18.1: The following days shall be observed as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Good Friday Afternoon	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

- 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. Employees have the option to refuse pay for holiday hours worked in lieu of compensatory time off, to be taken later on a day mutually agreed to by the employee and the Director. Such time shall be computed the same as stated in Section 16.7 and is part of the compensatory leave bank.

- C. Holiday pay shall not be used in computing eligibility for overtime; however, hours worked on a holiday shall be counted, but shall not be pyramided. Holidays shall be celebrated on the actual day of the holiday.
- D. 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 absence.

18.2: 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 XIX VACATIONS

19.1: All promoted employees, regardless of probationary status, and regular full time employees shall accrue annual vacations with pay, in accordance with the following provisions, and in accordance with their seniority status:

Employees with less than one (1) year of service shall accrue vacation in the amount of ten (10) days per year. Newly hired probationary employees are not eligible for vacation; and accrued vacation is not credited until completion of the probationary period.

Employees with one (1) but less than four (4) years of service shall accrue vacation in the amount of twelve (12) days per year.

Employees with four (4) but less than eight (8) years of service shall accrue vacation in the amount of fourteen (14) days per year.

Employees with eight (8) but less than twelve (12) years of service shall accrue vacation in the amount of sixteen (16) days per year.

Employees with twelve (12) but less than sixteen (16) years of service shall accrue vacation in the amount of eighteen (18) days per year.

Employees with sixteen (16) but less than twenty (20) years of service shall accrue vacation in the amount of twenty (20) days per year.

Employees with twenty (20) or more years of service shall accrue vacation in the amount of twenty-five (25) days per year.

19.2: 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.

19.3: Upon termination of employment for any reason, an employee shall be compensated in wages for all unused vacation leave and time, through date of termination that such employee has accrued (as described in section 16.7 of this Agreement). In the event of a death of an employee such compensation shall be paid to the employee's designated beneficiary or estate.

19.4: 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 February their vacation week choice(s) for the period of April through September and during the first week of August, their vacation week choice(s) for the period of October through March. 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.

19.5: Employees shall be allowed to use their vacation time one day at a time with approval of the Director or his designee, such approval shall not be arbitrarily denied.

19.6: If any employee becomes ill 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.

19.7: 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.

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

ARTICLE XX SICK LEAVE

20.1: Sick Leave. All employees shall accumulate sick leave at the rate of twelve (12) working days per year. Sick leave shall begin to accrue on the original hire-in-date of service to the County. Four (4) of the twelve sick days may be used for personal sick days.

20.2: 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.

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

20.4: Actual Time. Sick leave shall be charged against the employee's current or reserved sick leave for actual time used to the nearest hour. Vacation and sick time shall not be permitted during an employee's first six months of continuous service, provided, however, that an employee has completed six (6) months of continuous service, he or she shall be entitled to the number of days accrued from the date of employment.

20.5: Upon termination of employment because of retirement, resignation, or death, an employee with three or more years of service shall be paid for one-half (1/2) of accumulated sick leave at the current rate of pay not to exceed sixty (60) days of pay.

ARTICLE XXI
LAYOFF AND RECALL

21.1: It is mutually agreed that the word "layoff" means a reduction in the working force due to any reason determined by the Employer. Such layoffs shall not be arbitrary and capricious.

21.2: If it is necessary to reduce the number of employees in the bargaining unit the following procedure shall be followed:

- A. Newly hired probationary employees, with less than six (6) months of Saginaw County employment will be laid off first.
- B. Seniority employees will be laid off in the inverse order of County seniority, provided the employees retained have the ability and qualifications to perform the available work.
- C. Employees who were promoted to a supervisory position, from the dispatch operator's bargaining unit, shall continue to accumulate seniority within the dispatch operator's bargaining unit consistent with the Letter of Understanding and the Collective Bargaining Agreement dated May 14, 1985, under which the promoted employees left.
- D. In the event of layoff, the employee promoted to a supervisory position shall be allowed to "bump" into the dispatch operator's bargaining unit and rank for seniority on that unit's seniority list, for the purposes of layoff, at that position on the seniority list to which they are entitled in recognition of the employee's accumulated seniority, regardless of classification.

21.3: The Union President shall receive a list from the Employer of the employees being laid off and of the promoted employees who will be allowed to "bump" into the Dispatch Operator Bargaining Unit, on the same date the notices are issued to the employees.

21.4: When the work force is to be increased after a layoff, the employees will be recalled and/or returned to the position he/she held just prior to layoff, according to department-wide seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work.

21.5: Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address. It shall be the obligation of the employee to keep the Employer informed at all times of his/her current address.

21.6: Employees will be granted up to one(1) week to return to work upon request.

ARTICLE XXII
RETIREMENT

22.1: Retirement/MMERS. Employees shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, Benefit B1/C2 and F55/25 Program with 0% employee contribution. Effective January 1, 1993, Benefit B-3 and F55/15, FAC 5 Program will be implemented. Effective January 1, 1992, all new County 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 of 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</u>	<u>Retained by Employee</u>	<u>Yrs of Serv</u>	<u>Retained by Employee</u>
6	24%	16	76%
7	28%	17	82%
8	32%	18	88%
9	36%	19	94%
10	40%	20	100%
11	46%		
13	58%		
14	64%		
15	70%		

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 XXIII
INSURANCE

23.1: 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 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. 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 10% employee co-payment. The specifics of this program are outlined in the attached Insurance Appendix A and the Saginaw County Employee Healthcare Handbook Option #1, Blue Preferred Program with Prescription Drug Benefits. 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 conditions shall be covered.

23.2: 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 to 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	100%	0%

23.3: 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.

23.4: 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.

23.5: 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.

23.6: 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 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 (Ten Million Dollars) and shall include the cost of defense, including attorney fees.

23.7: 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.

23.8: 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 Michigan, or the comparable coverage in effect at the time (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.

23.9: 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.

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 at 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 expense if requested in accordance with applicable federal laws.

23.10: 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 she/he 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.

23.11: 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 XXIV WAGES

24.1: It is agreed that wages shall be increased from 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. Wage schedules are provided in Attachment A.

24.2: Shift Differential: The Parties to the Agreement agree that in the case shift premiums are granted to Central Dispatch Operators, such premiums shall be applicable under the same conditions, to all Central Dispatch Supervisors.

ARTICLE XXV LONGEVITY

25.1: 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 (as of December 1) of full-time continuous service 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 pro rata longevity pay for the year.

ARTICLE XXVI GENERAL

26.1: The parties agree that records of service will be kept in the employee's personal 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 in accordance with County policy.

26.2: 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 accordance with the current County policy.

26.3: 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.

26.4: Employees shall be granted minimum rest period of eight (8) hours before having to report back to duty, except in emergency situations as so deemed by the Director.

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

26.6: An employee called in for duty for other than his regular shift, shall receive a minimum two (2) hours call-in time for which he shall be paid at straight time or time and one-half (1 1/2), whichever is applicable, for the number of hours worked. This minimum shall not apply when an employee is called in in conjunction with his regular shift (example: one hour before the start of his/her regular shift).

26.7: Working Conditions:

A. Each employee shall be furnished a locker.

B. The work area shall have proper ventilation and lighting.

26.8 Residency: All new hires effective January 1, 1992, shall within six months of employment become a resident of Saginaw County of 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, an employee can request a temporary waiver from the County Personnel Manager for a specified time in order to meet this requirement.

26.9: Miscellaneous:

A. Management reserves the right to have each employee 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 XXVII SAFETY

27.1: The County and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The County shall make reasonable provisions for the safety and health of its employees during the hours of their employment as set forth by the Director. After notification to and investigation by the Director, he shall determine when a safety or health hazard exist.

27.2: It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy.

ARTICLE XXVIII MAINTENANCE OF STANDARDS

28.1: 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 wherever specified provisions for change are made elsewhere in this Agreement.

28.2: **WAIVER:** The parties acknowledge that during negotiations which resulted in the 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 understanding 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 Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXIX
SAVINGS CLAUSE

29.1: If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXX
TERM OF AGREEMENT

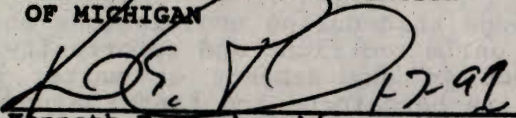
30.1: This Agreement shall become effective as of the date of ratification by both the Union and the County of Saginaw. The Agreement shall remain in effect until December 31, 1995 and shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) days prior to December 31, 1995 that it desires to modify, terminate or renegotiate this Agreement.

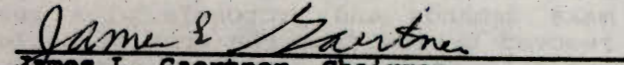
30.2: This Agreement may be amended at any time by agreement of both parties in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first written above.

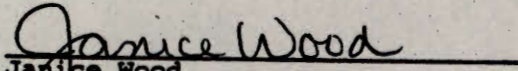
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

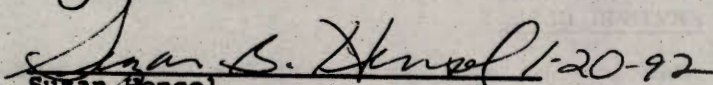
COUNTY OF SAGINAW


Kenneth E. Grabowski
Business Agent


James L. Gaertner, Chairman
Board of Commissioners

Saginaw County Emergency 911 Center
SUPERVISORS ASSOCIATION


Janice Wood


Suzan Hensel

cjs:12/19/91

SAGINAW COUNTY EMERGENCY 911 CENTER SUPERVISORS

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APPENDIX A

COAM AND COUNTY OF SAGINAW WAGE SCALE

COUNTY OF SAGINAW / COAM (SUPERVISORS)

EFFECTIVE JANUARY 1, 1992 TO DECEMBER 31, 1994

SIGNATURE COPY

Supervisor

	Step 1 <u>Starting</u>	Step 2 <u>6 months</u>	Step 3 <u>1 year</u>	Step 4 <u>2 years</u>	Step 5 <u>3 years</u>	Step 6 <u>4 years</u>
Effective 1/1/92 (3%)						
Annual	\$24,582	\$25,523	\$26,470	\$27,413	\$28,414	\$29,422
Hourly	11.82	12.27	12.73	13.18	13.66	14.15
Effective 7/1/93 (2%)						
Annual	\$25,074	\$26,033	\$26,999	\$27,961	\$28,982	\$30,010
Hourly	12.05	12.52	12.98	13.44	13.93	14.43
Effective 1/1/94 (3%)						
Annual	\$25,826	\$26,814	\$27,809	\$28,800	\$29,851	\$30,910
Hourly	12.42	12.89	13.37	13.85	14.35	14.86
Effective 7/1/94 (2%)						
Annual	\$26,343	\$27,350	\$28,365	\$29,376	\$30,448	\$31,528
Hourly	12.66	13.15	13.64	14.12	14.64	15.16
Effective 1/1/95						
Wage Reopener						

**SAGINAW COUNTY
HEALTH CARE PROGRAM**

PREMIUMS AND EMPLOYEE/RETIREE SHARES:

EMPLOYEES: (BCBS-PPO PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
Total Annual Premium	\$2,238.36	\$4,924.44	\$4,969.20
Annual Employee Share	\$156.69	\$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.

RETIREES: (BCBS-TRADITIONAL PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
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

LETTER OF UNDERSTANDING

BETWEEN

COUNTY OF SAGINAW

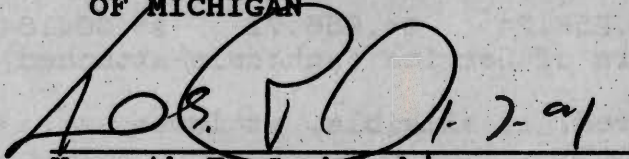
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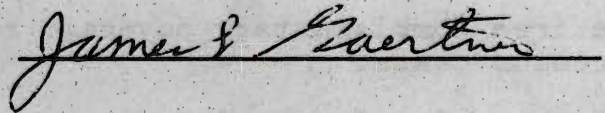
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

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.

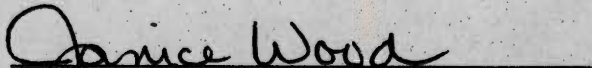
**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**

COUNTY OF SAGINAW


Kenneth E. Grabowski
Business Agent



**SAGINAW COUNTY CENTRAL
DISPATCH SUPERVISORS
ASSOCIATION**


Janice Wood
President

**SAGINAW COUNTY
HEALTH CARE PROGRAM**

PREMIUMS AND EMPLOYEE/RETIREE SHARES:

EMPLOYEES: (BCBS-PPO PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
Total Annual Premium	\$2,238.36	\$4,924.44	\$4,969.20
Annual Employee Share	\$156.69	\$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.

RETIREES: (BCBS-TRADITIONAL PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
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

ADDITIONAL CITY
HEALTH CARE PROGRAM

EMPLOYEES AND EMPLOYEE RETIREE SHARES

EMPLOYEE TYPE	SHARES	AMOUNT	EMPLOYEE TYPE	SHARES	AMOUNT
EMPLOYEES (1983-87 PLAN)	1 person	\$1,100.00	EMPLOYEES (1983-87 PLAN)	1 person	\$1,100.00
Local Annual Premium		\$1,100.00	Local Annual Premium		\$1,100.00
Annual Employee Share		\$1,100.00	Annual Employee Share		\$1,100.00
Monthly Employee Share		\$1,100.00	Monthly Employee Share		\$1,100.00

Employee premium shares are based on 10% per-annum contributions. Amounts may vary slightly based on income and tax exemption status. Family Contribution and Spouse's Contribution coverages are available. It is eligible for other premium coverages.

Employees may elect to receive 250 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

EMPLOYEE TYPE	SHARES	AMOUNT	EMPLOYEE TYPE	SHARES	AMOUNT
EMPLOYEES (1983-87 PLAN)	1 person	\$1,100.00	EMPLOYEES (1983-87 PLAN)	1 person	\$1,100.00
Local Annual Premium		\$1,100.00	Local Annual Premium		\$1,100.00
Annual Employee Share		\$1,100.00	Annual Employee Share		\$1,100.00
Monthly Employee Share		\$1,100.00	Monthly Employee Share		\$1,100.00

Employees may elect to receive 250 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

Employees may elect to receive 250 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 City Administration will provide an incentive of \$1,000 for the year 1987 and 1988. Employees will receive 10% of the amount of their share for the year and below the amount. Payment will be distributed on a per capita basis for the first year. After the first year, individual payments will depend on individual share. Thus, for a maximum of \$1,000 and \$1,000.00. No cash incentive will be paid until there has been a full and complete accounting for the amount of share paid for the year. The incentive amount for the year 1987 and 1988 is \$1,000.00.

