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9/30/2001

SAGINAW COUNTY

**SAGINAW COUNTY DEPARTMENT OF
PUBLIC HEALTH**

SAGINAW COUNTY COMMISSION ON AGING

AND

**SAGINAW COUNTY DEPARTMENT OF
PUBLIC HEALTH EMPLOYEES UNION**

**LABOR AGREEMENT FOR THE YEARS
1998, 1999, 2000, 2001**

**AGREEMENT EFFECTIVE:
JANUARY 1, 1998 THROUGH SEPTEMBER 30, 2001**

Saginaw County

**SAGINAW COUNTY DEPARTMENT OF PUBLIC HEALTH EMPLOYEES UNION
AGREEMENT EXPIRING 9/30/01**

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AGREEMENT

THIS AGREEMENT is entered into this 15th Day of July 1998 between the County of Saginaw, a Municipal Corporation of the State of Michigan, herein after referred to as the "County", and the Saginaw County Department of Public Health Employees Union, a non-profit labor organization, hereinafter referred to as the "Union".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree, as follows:

DEFINITIONS

A. "Union" shall be defined as the officers, representatives, and members of the Saginaw County Department of Public Health Employees Union, (including the Commission on Aging), a non-profit labor organization, within the scope and meaning of Act 379 of the Public Acts of 1965, as amended.

B. "County" shall be defined as the elected and/or appointed representatives of the County of Saginaw, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Act 379 of the Public Acts of 1965, as amended.

C. "Regular Part-Time Employee" is any employee who works forty (40) or more hours per normal bi-weekly pay period on a regular basis.

D. "Regular Full-Time Employee" is any employee who works seventy (70) hours or more per the bi-weekly pay period on a regular basis.

E. "Probationary Employees" shall be defined as any employee having less than six (6) months employment with the County.

F. "Temporary" is any employee who works either full time or part time, but is hired or contracted for a limited period of time for special projects or during heavy workload periods; and to fill in for absent employees for the period of absence(s). The period of employment for temporary employees hired for special projects and heavy work periods shall not exceed thirteen (13) weeks, unless extended by mutual consent of the County and the Union. No time spent by temporary employees filling in for an employee absent due to illness or injury will be counted toward the 13 week limitation. Co-op students and interns shall be exempt from this definition.

Temporary employees shall be hired through the open competitive selection process provided and administered by the County Personnel Department.

G. An **"on-call"** employee is an employee who works for the Commission On Aging as needed . On-call employees shall be hired through the open competitive selection process provided and administered by the Saginaw County Personnel Department.

H. **"Promotion"** is defined as movement of an employee from a lower grade to a higher grade.

PREAMBLE

It is the general purpose of this agreement to promote the mutual interest of the County and its employees and to provide for the operation of the services provided by the Saginaw County Department of Public Health and the Commission on Aging under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of the property and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is further recognized that it is in the best interests of the Department of Public Health, the Commission on Aging and the Union and their respective representatives at all levels that all dealings pursuant to the Agreement continue to be characterized by fairness, good faith and in the spirit of mutual respect for the duties and responsibilities which each party has in serving the public good.

MANAGEMENT RIGHTS

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the rights to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off 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. 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.

The Employer shall not be restricted by this Agreement in subcontracting or "outsourcing" services currently performed by employees provided the subcontract or outsourcing does not result in the displacement or layoff or replacement of bargaining unit positions where it remains economical and feasible for bargaining unit employees to perform the work. The Employer will provide the Union with notice, in writing, of any proposed plan to subcontract or outsource bargaining unit work.

ARTICLE I **RECOGNITION AND SECURITY**

Section 1:1 - Recognition

The County recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time technical, office para-professional, professional and services employees employed in the Saginaw County Department of Public Health and the Commission on Aging (as listed in Appendix A) but

excluding the two Confidential Secretaries, Security Personnel, Nurses, Supervisors, and all other employees of the Employer as certified in MERC Cases R78 H-373 and R86 D-169 for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The County agrees not to aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or organization for the purpose of undermining the Union.

Section 1:2A - Non-Discrimination

The parties to this Agreement hereby agree that they shall not discriminate against any employee covered by this Agreement because of age, race, sex, color, religion, national origin, handicap, membership or non-membership in any labor organization.

Section 1:2B - Employees Covered

A full-time employee shall be entitled to all benefits under this agreement. A regular part-time employee shall receive only those benefits specifically enumerated, as follows:

- A. Be paid in the same grade as full-time employees in the same classification.
- B. Advance on the salary schedule at half the rate of the regular full-time employees.
- C. Receive Paid Time Off (PTO) benefits at one-half (50%) of the full-time rate.
- D. Receive holiday pay at one-half (50%) and uniform allowance equivalent to the percentage of the maximum number of days in a week regardless of hours per day that the part-time employee might be scheduled, for example; one day 20%, two days 40%, three days 60%, four days 80%, five days 100%.
- E. Be a member of the Michigan Municipal Employees Retirement System, and accrue retirement service in accordance with the rules of the Michigan Municipal Employees Retirement System. Employees hired after November 1, 1994 will become members of the Saginaw County Defined Contribution Plan as otherwise provided in this agreement.
- F. Be eligible for hospitalization coverage limited to single person coverage (subject to co-pay as provided in Section 12:9) except that additional coverage can be purchased under the plan at the cost of the additional coverage. Provided, however, that existing (as of ratification on June 17, 1992), part-time employees shall be eligible for hospitalization coverage as was in effect on June 17, 1992 (up to full family coverage subject to co-pay as provided in Section 12:9).
- G. Receive Longevity Pay at one-half (50%) of the full-time rate, provided however, that part-time employees hired on or after June 17, 1992 shall not be eligible for longevity payments.
- H. Receive funeral leave at one-half (50%) of the full-time rate. (Hours must be used consecutively excluding weekends).

Section 1:3 - Agency Shop

Employees who are members of the Union shall as a matter of course on or after thirty (30) days of employment or the effective date of this Agreement whichever is later as a condition of employment pay to the Union each month the dues and initiation fees uniformly required. On or after thirty (30) days following the beginning of employment or effective date of this Agreement, whichever is later, present or future employees shall either become members of the Union and pay to the Union each month the dues and initiation fees uniformly required, or in the event the employee has not made application for Union membership on or after 30 days following the commencement of their employment or effective date of this Agreement, whichever is later, shall as a condition of employment pay to the Union each month a service fee which shall be equivalent to the amount of Union initiation fees/dues uniformly required of members of the Union.

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

A. The Union has notified the employee by Certified Letter addressed to address last known to the Union spelling out that s/he is delinquent in payment of dues or fees, specifying the current amount of delinquency, warning the employee that unless such amount is tendered within ten (10) calendar days, s/he will be reported to the Employer for termination from employment as provided herein.

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 employee be discharged for failure to conform to the provisions of this Article. The Union shall provide the Employer, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee.

C. The Employer shall then provide the employee with two weeks termination notice specifying the date s/he will be discharged if delinquent dues or fees are not tendered on or before one day prior to the discharge date.

D. The Union will indemnify and save the Employer harmless for all sums checked off and/or remitted to the Union together with all costs, including attorney's fees and damages incurred by the Employer in connection with this Article.

Section 1:4 - Check-off

The Employer will check off fees and monthly dues on the basis of individually signed voluntary check-off authorization cards in forms that have been agreed to by the Employer and the Union. A properly executed copy of the form authorizing check-off by an employee shall be delivered to the Employer before any payroll deductions are made. Deductions shall become effective the first (1st) day of the month following the month the authorization is delivered to the Employer and shall be deducted from the second pay of the month and each month thereafter. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which s/he is no longer a member of the bargaining unit. An employee who declines to sign the proper authorization card shall pay his/her dues or fees directly to the Treasurer of the Union. The treasurer shall advise the County of the amount of fees and monthly dues to be deducted, (which shall not be computed on the basis of a percentage of earnings) and the union agrees that fees and monthly dues amounts shall not be changed more than once every 12 months.

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

The Employer agrees to cooperate with the Union in identifying new and terminated employees and those with insufficient pay to permit union dues deduction.

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

All sums deducted by the Employer shall be remitted to the Union Treasurer at an address to be designated by the Union no later than ten (10) calendar days after such deductions are made. A list of employees and individual deductions shall be included with the check.

ARTICLE II **UNION BARGAINING COMMITTEE**

Section 2:1 - Composition

For the purpose of contract negotiations, the Bargaining Committee of the Union shall include not more than five (5) employees of the County of Saginaw who are covered by the Agreement and who are either members of the Union or eligible for membership. The Bargaining Committee may also include not more than two non-employee representatives of the Union. The Union shall submit to the County, in writing, the names and addresses of its employee and non-employee representatives in the Bargaining Committee prior to negotiations, and in the event of a change during negotiations, at least five (5) working days prior to the next session.

ARTICLE III **SENIORITY**

Section 3:1 - Seniority Date

A regular full-time employee's seniority shall date from his/her most recent starting date of full-time employment with the employer within the bargaining unit.

A regular part-time employee's seniority shall date from his/her most recent starting date of regular part-time employment with the employer within the bargaining unit.

Length of service for the purpose of computing eligibility for benefits shall be the most recent starting date of full-time employment with the County of Saginaw.

Job Classification seniority shall commence with the employee's first full day of work within that classification on a permanent basis for the employer. An employee shall have no more than one classification at a time.

There shall be separate seniority lists for full-time and regular part-time employees. Provided seniority is not broken as defined in Section 3.4 of this Article, full-time employees may count 50% of their regular part-time service if any, towards their seniority date and regular part-time employees may count full-time service towards their seniority date.

Commission on Aging employees seniority shall be separate and distinct from all other Department of Public Health employee seniority for purposes of promotion, transfer, lay-off and recall.

In the event two or more employees have the same seniority date, placement on the seniority list shall be determined by the last four digits of the employee's social security number. The higher number shall be considered to have higher seniority.

Section 3:2 - Probation

New employees hired in the unit 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 s/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 s/he completes the probationary period. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, 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.

The probationary period may be extended in the event the probationary employee is absent from work as a result of a medically verified disability for more than two weeks. The probationary period may be extended upon the mutual agreement of the Employer and the Union.

Section 3:3 - Top Seniority

One member of the Union Grievance Committee shall head the seniority list within the bargaining unit for the purposes of layoff and recall only. By January 1st of each year, said members shall be designated by Union title, in writing by the Union to the County. The person so designated shall not be kept at work during periods of layoff unless s/he is capable of performing available work.

Section 3:4 - Termination of Seniority

An employee's seniority and his/her employment relationship with the County shall terminate upon the occurrence of any of the following:

- A. Voluntary quitting. (Not reinstated within ten (10) days).
- B. Discharge for cause. (Not reinstated by the grievance procedure or M.E.R.C.)
- C. Layoff or absence because of illness or injury not covered by workers' compensation for a continuous period in excess of the employee's seniority at the time the layoff or absence began, or for one year, whichever is shorter.

D. An absence due to a compensable (workers' compensation) disability incurred during the course of employment shall not break continuous service, provided the employee returns to work within thirty (30) days after statutory payments cease (unless payments were stopped inappropriately) 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.

E. Absence from work for a period of three (3) consecutive scheduled work days without notification to the employee's supervisor during such period, of the reason for the absence. If the employee can prove, through a hearing process requested within three (3) working days of receipt of a certified notice of termination to the employee's last known address that there was good cause preventing contact with the employee, then seniority will not be terminated.

F. Failure to report for work upon recall from layoff as set forth in Section 3:9A.

G. Retirement

H. Transfer out of the bargaining unit to a position outside of the Department of Public Health or the Commission On Aging, unless otherwise agreed to by the Employer and Union. Transfer out of the bargaining unit to a position within the Department of Public Health or the Commission On Aging, for a period which exceeds three months unless otherwise agreed to by the Employer and Union.

I. Failure to return to work at the expiration of an approved leave of absence.

Section 3:5 - Job Posting

Permanent bargaining unit vacancies (vacancies other than temporary vacancies) that are to be filled shall be posted simultaneously on bulletin boards per Section 16:6 in the Department of Public Health and the Commission on Aging for bids for a period of five (5) full working days. Bids from Department of Public Health Employees shall be given first preference for Department of Public Health vacancies; bids from Commission on Aging employees shall be given first preference for Commission on Aging vacancies. The employer also agrees to make a reasonable effort to post all vacant County positions that may be available from time to time.

Vacancies re-occurring within ninety (90) days in the same job title within the same division do not have to be re-posted if more than one employee bid on the original posting. If multiple bids are not received on the original posting, the vacancy will be re-posted.

Section 3:6 - Seniority List

Seniority lists of all bargaining unit employees shall be furnished to the Union on request. Said listing will indicate name, date of hire and employment status code for probationary, regular full-time and regular part-time employees, separately. Management shall notify the Union President whenever a newly hired employee is added to the bargaining unit. The notice shall include the employee's name, department or program and job classification and date of hire.

The list shall be posted by the County immediately after ratification of this Agreement and protest of any seniority date published must be made in writing to the Department of Public Health or the Commission on Aging within ten work days from the posting, with a copy to the Union President. Otherwise, the listing stands as posted. All subsequent posted seniority lists shall reflect the same date of hire(s) and employment status changes. The County will post a seniority list every six (6) months or upon request from the Union.

When a dispute arises as to the seniority of employees having the same date of hire, seniority shall be determined by the procedure set forth in Section 3:1.

Section 3:7 - Transfers and Promotions

A. **Promotion.** Employees on staff who meet the minimum qualifications for promotion to a bargaining unit position shall be given every possible consideration for promotion before recruiting personnel outside the bargaining unit. Interested employees must submit their request for a promotion to a vacancy in writing to the Department Head within the time limit stated on each posting in order to be considered eligible for consideration for the vacancy. Qualifications include: education; training; experience; ability; and previous performance, including discipline, work performance evaluations, and excessive absenteeism and tardiness (except as allowed by applicable law). When two or more employees have relatively equal qualifications for promotion to the same position, preference will be given to the employee having the longest service. For the purposes of this section, promotion shall mean to a different position in the bargaining unit of a higher pay grade than that being worked and paid to the employee expressing an interest in the vacant position.

B. **Transfers.** Transfers are at the reasonably exercised discretion of the employer. Employees interested in transferring to a vacant position of equal or lower pay must submit such a request in writing to the Department Head prior to the expiration of the internal posting. Employees who have not transferred within the past 18 months will be given preferential consideration, provided they meet criteria in 3:7:(A).

The employer may transfer any employee from any position, job or classification to fill any temporary position. There shall be no transfer of personnel between Commission on Aging and Department of Public Health, however employees may bid for positions interdepartmentally. Transfers will not be arbitrary or capricious.

C. **Trial Period.** The successful applicant shall have a (30) working day trial period to determine if s/he wants to continue in the position and likewise, the employer shall have thirty (30) working days to determine if the employee has the ability and skills required to perform the duties of the position. In either event, the employee may return to the position previously held providing it has not been eliminated. If the position has been eliminated, the employee shall have bumping rights in accordance with Section 3:9. The trial period may be extended by mutual agreement.

D. **Awarding the Position.** The employer shall proceed with awarding the position to the successful applicant and transferring or promoting the individual to the new position as soon as practical after the close of the posting. Under normal circumstances the successful applicant would assume the new position within fourteen (14) days of the offer of promotion or transfer. If the position can not be assumed within that time due to an action by the employer, the employee's rate of pay shall be adjusted to reflect the promotion provided the employee is physically able to assume the position offered.

Section 3:8 - Pay Status

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

A. If an employee is moved into a position with the same pay grade, the employee's rate shall remain unchanged.

B. If an employee is promoted to a higher pay grade, the employee shall be paid at the lowest merit step in the new pay grade which is at least five (5) percent above the salary s/he was receiving immediately before the promotion.

C. If an employee is moved to a position with a lower pay grade, the employee shall be paid in accordance with the new pay grade, but will retain his/her previous merit step.

D. If an employee's position is reclassified to a higher pay grade, s/he shall be paid at the new grade retaining the merit step.

E. If an employee's position is reclassified to a lower pay grade, the employee's salary shall remain frozen at the current pay rate and increase to the appropriate merit step of the new pay scale when the frozen rate equals or exceeds the reclassified rate.

Section 3:9 - Layoff and Recall

The word "layoff" means a reduction in the working force. Where there is such a reduction in the work force, probationary employees and temporary/casual employees shall be laid off first, provided seniority employees retained can perform the available work.

Layoff and recall shall be by seniority. The least senior person in the classification affected by the layoff shall be laid off after probationary and temporary/casual employees are laid off. If reducing hours is the only feasible means of reducing the work force, the least senior person's hours in the classification affected shall be reduced. In addition, the individual whose hours are reduced shall have the right to displace a lessor senior person in an equal or lower paying job for which the individual is qualified to perform.

Layoff and recall in the Commission on Aging shall be separate from layoff and recall in the Department of Public Health. If a reduction in the work force is necessary within the Commission on Aging, the layoff shall occur within that department. If a reduction is necessary in the Department of Public Health, the layoff shall take place in the Department of Public Health. Where a recall occurs in Commission on Aging, laid off members from that department shall be recalled, and if a recall occurs within the Department of Public Health, laid off members from the Department of Public Health shall be recalled. Layoff shall be by program according to classification (job title) with the employee with the least overall seniority laid off first.

Upon receipt of written notification of layoff, an employee has five (5) work days in which to initiate a request to displace the least senior employee in an equal or lower paying job which the employee is qualified to perform without additional training; and has the experience, ability, training, previous performance and sufficient seniority to retain. The employee's written appeal must include the name of the position or positions for which s/he feels qualified to be retained. The Department Head shall reply in writing to the employee within five (5) work days. At the Union's discretion, the Department Head's decision may be reviewed under the provisions of Step 2 and subsequent steps of the grievance procedure.

An employee who has been displaced or an employee who has been laid off and displaced by another employee shall be considered laid off employees for the purpose of returning to their former position for a period of one year or the length of the employee's seniority at the time of lay-off, whichever is shorter.

When management reduces a part-time position, then layoffs shall take place from employees on the part-time seniority list. When management reduces a full-time position, the layoff shall take place among employees on the full-time seniority list.

Laid off employees shall be given consideration for county wide vacancies for which they qualify that may be available or open prior to the external posting process.

A laid-off employee, if recalled to a job for which s/he is qualified at an equal or higher rate of pay from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and shall be considered a resignation.

The order of recalling laid-off employees shall be in reverse order of layoff and shall be subject to the same conditions of layoff.

Section 3:9A - Notice of Recall

Notice of recall shall be sent by certified mail to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address. A recalled employee shall give notice of intent to return to work within three (3) work days of receipt of the recall notice and shall return within seven (7) work days of receipt of notice or such employee's employment shall be terminated (because of resignation) without recourse to this agreement. Failure to accept a recall notice sent by certified mail shall constitute a voluntary termination of seniority and employment unless the employee shows good cause or otherwise was prevented from receiving or accepting notice by circumstances beyond the employee's control.

Section 3:10 - No Demotion Except for Just Cause

No person will be demoted to a lower paying or less desirable position for disciplinary reasons or otherwise except for just cause. Transfers from one position, job or classification to fill a temporary vacancy will be accomplished in such a manner that the transferred employee's former work load will not have been substantially increased or accumulated.

Section 3:11 - Notice of Layoff

The Employer shall give two (2) weeks, and when possible three (3) weeks notice to bargaining unit employees and the Union President on any proposed layoff and such notice shall state the reasons thereof.

Section 3:12 - Layoff of Temporary Employees

No regular employee shall be laid off from any position while any temporary/casual employee is still employed within the same job classification.

Section 3:13 - Temporary Assignments

Employees who temporarily assume for a period of eight (8) consecutive hours or more, the assigned daily duties and responsibilities of a bargaining unit position that is greater than their regular scheduled responsibilities which is classified on a higher salary schedule, shall be paid at the higher salary schedule rate which is five percent (5%) greater than their current wage for such hours of temporary service. The County agrees not to circumvent this paragraph by using multiple appointments or by any other means.

An individual who works in the Public Health Department, who is assigned to work as a technician, shall receive technician pay regardless of the number of hours worked and regardless of any other provision within this Section.

Section 3:14 - Salary Changes

The County agrees to notify the Union at least five (5) work days before any changes are made in bargaining unit employees' classification and/or salary structure due to reduction of funding.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 4:1 - Purpose

The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.

Section 4:2 - Definition of Grievance

A grievance is a complaint regarding a violation or misinterpretation of the articles or rules provided in this Agreement, or a complaint of unfair application thereof.

Section 4:3 - Grievance Procedure

A grievance of an employee shall be handled in accordance with the following procedure.

- Step 1 - The Employee or his/her union representative shall within ten (10) working days of the date of the cause of the grievance, or within ten (10) working days of the date s/he could reasonably be expected to have knowledge of the cause of the grievance, appeal in writing to the Department Head stating the nature of his/her grievance, the specific section(s) of the contract allegedly violated or misinterpreted, and the remedy requested. The Department Head shall reply in writing to the Union representative within five (5) working days.
- Step 2 - If the Union, after appeal to the Department Head, feels that a proper adjustment has not been made, the Union shall within ten (10) working days of the receipt of the Department Head's reply appeal in writing to the Personnel Director requesting a meeting to discuss the grievance. Such meeting shall be held within five (5) working days.
- Step 3 - At this meeting the Union may be represented by not more than two (2) non-employee representatives in addition to three (3) members of the Union Grievance Committee, and the grieving employee. The County must give a written answer within ten (10) working days from the date of the meeting.
- Step 4 - In the event such answer is not acceptable to the Union, they may, at their option, appeal the grievance to the State Mediation Service by notifying the County Personnel Director. If the matter is not settled at the mediation step (in the event such step is elected), the Union shall notify the County Personnel Director that the Grievance is appealed to binding arbitration or is settled, as the case may be.
- Step 5 - In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Personnel Director's answer in Step 4 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, or add to or subtract from the terms of this Agreement, but shall have authority only to interpret and apply the provisions of this Agreement which shall constitute the basis on which the arbitrator's decision shall be rendered. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is in violation of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the County and the Union.

Section 4:4 - By-Pass Steps

The parties may mutually agree to by-pass any step.

Section 4:5 - Failure to Proceed

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. All time limits may be extended by mutual agreement.

Section 4:6 - Time Off For Grievance Meetings

Members of the Grievance Committee and the grieving employee shall be granted necessary and reasonable paid time off from work for scheduled grievance meetings, except however, no more than four (4) employees shall be paid for such time spent.

Section 4:7 - Stewards

The Saginaw County Department of Public Health Employees Union may have one steward from each division or location.

ARTICLE V
SUSPENSION AND DISCHARGE

Section 5:1 - Suspension, Hearing and Discharge

A. Just Cause Requirement

The employer shall have the right to discipline, discharge, or suspend any employee for just cause. Except as provided in this Section, no discharge or suspension will be imposed unless the employee and the Union are first given a written warning notice detailing the employee's unjustifiable behavior, and the employee thereafter continues such behavior or commits another offense which constitutes just cause for suspension or discharge. No warning notice need be given to any employee before discharge or suspension if the cause of such discharge or suspension is (1) dishonesty or for any illegal act while on the job; (2) under the influence, possession, or use of alcohol or controlled substances on the job or in a Department of Public Health or Commission on Aging facility. This shall not apply to alcoholic gifts, but in such case said gift will be removed from the premise as soon as possible; (3) gross negligence resulting in a serious personal injury, accident or serious property damage while on the job; (4) gross insubordination; (5) breach of confidentiality; or (6) fighting resulting in serious bodily harm. The warning notice herein shall not remain in effect for a period of more than twelve (12) months.

B. Hearing

(1) Notwithstanding any other provision of this Agreement, no employee who has completed his/her probationary period shall be peremptorily discharged. If, in the judgment of the Employer, an employee is guilty of behavior constituting just cause for discharge, the employee shall first be given a statement setting forth the factual basis of his/her alleged offense and shall be suspended pending discharge. During this period of suspension, a due process hearing before representatives of the County and Union will be conducted if requested. Representation at the hearing shall be in accordance with Step 3 of the Grievance Procedure. At such hearing, the facts concerning the case shall be made available to both parties.

(2) As soon as practical after such hearing, but not later than three (3) working days, the County shall conclude whether the suspension shall be revoked, modified, extended or converted into a discharge. In the event the suspension is modified, extended or converted into a discharge, the employee may file a grievance alleging that s/he was unjustly treated; and such grievance shall be presented under Step 4 of the grievance procedure within five (5) working days after the County's final decision on such suspension or discharge. Steps 1, 2 and 3 shall be considered automatically processed.

(3) When a Discharge Case has been submitted to a State Mediator, the Mediator shall only have the power to recommend a settlement to the County and the Union. Should the Union not accept the Mediator's recommendation, the Union may notify the County that the grievance is being appealed to Binding Arbitration. Such notice must be given to the County within ten (10) working days from the date of the Mediation Hearing.

It is agreed that the Mediator may recommend something other than full reimbursement for financial losses.

The Arbitrator may order a modified form of settlement other than full reimbursement for financial losses. Arbitration resulting from the application of this section shall be final and binding.

ARTICLE VI RATES OF PAY

Section 6:1 - Standard Wage Scale

Effective January 1, 1998, three (3) percent pay increase shall be retroactive. The standard wage scales of rates for the respective job classes are established and shall be those set forth in Appendix B, attached hereto and made an integral part of this Agreement. Rates indicated are annual and bi-weekly rates based on five (5) eight-hour days per week for 52 weeks (2080) hours. Employees will be paid in accordance with Appendix B attached for 1998, 1999, and 2000.

The Typist-Clerk salary schedule shall consist of Step 1 and 2 of T05, Step 3 and 4 of T06 and Step 5 of T07. The Account Clerk and Health Technician salary schedule shall consist of Step 1 and 2 of T06, Step 3 and 4 of T07 and Step 5 of T08.

Retirees who retired between January 1, 1998 and the effective date of this Agreement will receive retroactive pay based on the hours worked from January 1 through the date of retirement. Employees who left employment since January 1, 1998 other than retirement will not receive retroactive pay. At employer's expense, a Benchmark Total Compensation Study shall be completed by September 30, 1998. This study shall be conducted in the same manner as Saginaw County's Total Compensation Study for non-union positions in 1998. This study will be performed by Rehmann Robson, Inc for all bargaining unit positions. Any recommendations from the Benchmark Total Compensation Study for increases shall be implemented over a three year period beginning January 1, 1999. The Benchmark Total compensation study shall be conducted in the same manner as the County's 1998 Compensation Study. All employees not receiving wage increases (under this study) shall be frozen (or "red circled") until their pay reaches the level of the study, but everyone shall receive the percentage increases as specified herein.

- A. Effective October 1, 1998, two (2) percent wage increase.
- B. Effective October 1, 1999, two (2) percent wage increase.
- C. Effective October 1, 2000, two (2) percent wage increase.

Employees will receive a one (1) percent premium for certification for CSW, CPS, Medical Technologist (ASCP or AMT) and Registered Sanitarian. In addition to the one (1) percent premium referred to herein, the County shall pay or reimburse employees named in this paragraph and the Registered Dietitian for any applicable registration fee required for re-certification.

Section 6:2 - Job Classification

Each job classification listed in Appendix A shall have a written job description on file in the Department of Public Health Administrative section, the Commission on Aging Administrative section and the County Personnel Office and may be reviewed by an employee 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 therefore. Whenever the Department of Public Health or Commission on Aging requests the classification of a new position or the reclassification of a current position, the Union shall be given a copy of the request. The Union may, at its discretion, submit documentation to support or oppose the request to the Factoring Committee through the Personnel Director. The Union shall be furnished one (1) copy of the job description for each classification in the bargaining unit.

ARTICLE VII **LONGEVITY PAY**

Section 7:1 - Longevity Pay

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 \$70 per year for each full year of service (as of December 1) after completion of five (5) years of service. 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 that year.

If any group of Saginaw County employees (except any group subject to Act 312) receives an increase in longevity of an amount greater than the longevity amount provided above, the increase shall be extended to this Bargaining Unit and shall be considered a part of this Agreement. This "me too" provision shall not provide more than one increase in the longevity amount during the term of this Agreement.

ARTICLE VIII **MAINTENANCE OF STANDARDS**

Section 8:1

The Employer agrees that all conditions of employment in his/her 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.

ARTICLE IX
VACATIONS AND HOLIDAYS

Section 9:1 Paid Time off (PTO Banks).

Regular full-time employees shall accrue PTO in accordance with the following provisions:

- A. Non-probationary Employees with more than six (6) months and less than three (3) years of service shall accrue PTO in the amount of 144 hours per year. Probationary employees are not eligible to take PTO, and PTO accrued during the probationary period will not be credited until completion of the probationary period (normally six (6) months).
- B. Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 160 hours per year.
- C. Employees with five (5) but less than (10) years of service shall accrue PTO in the amount of 176 hours per year.
- D. Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 192 hours per year.
- E. Employees with fifteen (15) years but less than twenty (20) years of service shall accrue PTO in the amount of 208 hours per year.
- F. Employees with twenty (20) years to twenty-five (25) years of service shall accrue PTO in the amount of 224 hours per year.

Section 9:2 Carry Over

The number of PTO hours carried forward into a new calendar year shall be unlimited in 1998 and 1999. Accumulation of PTO hours effective September 30, 2000 shall be limited to 1,200 hours.

Full-time employees who currently have a PTO accumulated bank of over 600 hours, will be allowed a one-time option of cashing in all hours over 600 hours and below 1,200 hours, at 50 percent cash value. This option must be exercised within 90 days of all parties signing this Agreement.

Section 9:3 Payoff at Separation

Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at 50 percent cash value for the unused PTO time up to a maximum of 600 hours (maximum payment of 300 hours at employees' current rate of compensation) through date of termination that such employee has accrued. Upon retirement, this dollar amount will count toward the employee's final average compensation. Terminal Paid time off shall not be added to an employee's length of service (except in case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day. Terminal PTO for other than medical or verifiable emergency situations is not authorized.

Section 9:4 Usage

PTO may be taken in increments of fifteen (15) minutes.

Section 9:5 Application

Regular part-time employees will receive PTO benefits in accordance with the provisions of Section 1.2B(3).

Section 9:6 Scheduling

Scheduled PTO time by classification and affected shifts, will be worked out as far in advance as possible. To accomplish this and to consider wishes of seniority employees, after January 1st, each employee shall indicate on a yearly calendar his/her PTO request, said request shall be submitted no later than January 31st. After February 1st, all employees who have failed to select their reserved PTO time will take whatever time is available on a first come first serve basis.

A supervisor will notify employees of approval of vacation periods within a reasonable time after February 1st, of the applicable year.

Scheduled PTO time (non documented illness) use must be scheduled in advance. Annual PTO use for purposes other than documented disability or illness is limited to twice the amount of time that can be accrued in a year.

Section 9:7 Payment

PTO pay will be paid at the current rate of the employee at the time it is used or paid, in the event of severance payment. 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. PTO compensation will be used in computing final average compensation.

Section 9:8 Illness Waiver

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his/her scheduled PTO, his/her discretionary PTO for the number of days documented as ill may be rescheduled with concurrence of a supervisor. Evidence of illness may be required by the Employer.

Section 9:9 Waiver

PTO may not be waived by an employee and extra pay received for work during that period.

Section 9:10 Holidays

When a holiday observed by the Employer falls during an employee's scheduled PTO, the holiday will be allowed and the PTO leave will be extended accordingly by request prior to taking vacation.

Section 9:11 Absence

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO during absence due to sickness or injury. PTO time will accrue during absence due to Workers' Compensation or paid disability leave only for the first ninety (90) days.

Section 9:12 - Holidays

The following days shall be designated and observed as paid Holidays:

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

In the event Christmas Eve or New Year's Eve Day falls on a weekend, then the work day prior to the Eve will be celebrated as the holiday.

It is also further agreed that in the event of a "snow day" or other "inclement weather" resulting in the general excuse of County Personnel from the performance of their duties, such excuse with pay, shall also pertain to Bargaining Unit Personnel.

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, such holidays shall be granted to Bargaining Unit Personnel provided the holiday designated is not in exchange for another holiday.

Section 9:13 - Holiday Eligibility

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

Section 9:14 - Observance of Holidays

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, 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. Holiday hours shall be midnight to midnight.

Section 9:15 - Holiday Pay

Eligible employees who perform no work on a holiday shall be paid eight (8) hours of pay at their current hourly rate of pay or four (4) hours if a half-day holiday; provided, however, an employee scheduled to work on a holiday who calls in sick shall not receive holiday pay unless such employee has notified the employer of his/her illness at least twenty-four (24) hours prior to the start of his/her shift on said holiday.

Section 9:16 - Holiday Premium Pay

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

ARTICLE X
LEAVES AND TIME OFF

Section 10:1 - Time Off for Illness

A. Should an employee be absent because of illness during the first six (6) months of employment, s/he may be placed on leave of absence without pay.

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

C. In the event that an employee becomes ill during scheduled paid time off, that employee has the option of rescheduling paid time off at a later time and not having the time off for illness count as discretionary leave. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the department head.

D. The Employer has the right to require proof of illness if sick leave abuse is suspected.

E. Employees shall be permitted to return to work one week after presentation of medical authorization unless further medical evaluation is deemed necessary. If the Employer requires medical evaluation for a returning employee and such examination substantiates the employee's doctor's report, the Employee shall be paid for all lost time and fringe benefits retroactive to the date the employee would have returned to work if the employee's doctor's report had been accepted.

F. Any person who shall exhaust their PTO Bank and is absent without prior approval of the Department Head, shall be subject to discipline.

Section 10:2 - Leaves of Absence

A. Employees shall be eligible to apply for leaves of absence after one (1) year of service with the Employer. Leaves of Absence are for employees who, in addition to their PTO require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

B. Any requests for a leave of absence shall be submitted in writing by the employee to the Department Head through the Division Director. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The Department Head may approve a leave of absence not to exceed thirty (30) calendar days. For longer periods, the Department Head shall indicate his/her approval/disapproval and forward the request to the Board of Commissioners for consideration by the appropriate committee.

C. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing stating the reason for denial if applicable.

D. An employee on an approved leave of absence will continue to accumulate seniority, while on an approved leave of absence, however the time shall not count towards progression on the merit scale.

E. 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.

F. In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave, unless mutually agreed upon between the employee and Employer before such leave starts.

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

H. Any person on disability leave who can return to work with the employer in any position for which they are qualified, shall be required to return. Those employees returning to work shall receive payment for the job duties which they are currently performing. Once an employee is able to resume his/her regular job, he shall be permitted to do so.

Section 10:3 - Military Leave

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

A. Whenever employees who are members of the National Guard, National 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 PTO from their respective duties. The Employee shall receive the difference between his/her 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. Any full-time employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with his/her seniority, at the then current rate for such work, provided s/he has not been dishonorably discharged from such service, is qualified to perform, in the opinion of the Employer's Doctor, the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date s/he is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law including the Vietnam Era Veteran's Readjustment Assistant Act of 1974, 38 USC 2021 et. seq.

Section 10:4 - Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer. Employees shall return to their work location once they have been dismissed from jury duty, if they have been dismissed during their regularly scheduled work hours and at least one hour remains in their scheduled work day.

Section 10:5 - 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 granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

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

Section 10:6 - Union Leave

Leaves of absence without pay may be granted to any employee elected or selected by the Union to attend educational classes, or conventions conducted by the Union. Notice will be given to the County as early as possible. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one calendar year. No more than thirty (30) days may be taken in any one year for all union educational classes and conventions. All fringe benefits will continue to be paid by the Employer during such leaves. Approval of Union Leaves will not be unreasonably denied.

Section 10:7 - Disability Leave

Effective with the date of this Agreement, the Disability Plan shall be as described below. Individuals on disability on the ratification date will have the provisions of the previous contract apply.

A. Regular non-probationary full-time employees with six (6) months or more of service shall be eligible for Long-Term Disability subject to the following conditions.

B. An employee unable to work for reason(s) of accidental non-work related injury or illness shall be paid sixty percent (60%) of his/her basic weekly gross wage, following a disability beginning the fifteenth (15th) calendar day of the disability, for up to one (1) year or the employee's department seniority, whichever is lesser, of a continuing disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than one (1) year disability pay shall be paid for the same illness or injury.

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

D. Disability payments shall terminate when the employee returns to regular work or restricted work if directed by medical authority and approved by the Employer:

- (1) when the treating physician's statement of disability expires and an extension is not provided
- (2) when the employee retires as a result of disability or normal service retirement.

E. 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.

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

G. PTO time may be used to supplement disability payments up to 100% of the employees normal weekly gross wage.

Any employee of the County who finds it necessary to be absent from his/her or her work shift due to illness shall notify a supervisor at least two (2) hours prior to the beginning of that duty shift whenever possible. If a supervisor is not available, the employee must speak with the highest ranking employee present. The Employer may request a written explanation as to why the employee did not meet the two (2) hour time limit. Evidence of such a sickness or injury may be required to the satisfaction of the Department.

Hospitalization and Dental insurance will continue during the period of disability, with the employee participation at the regular employee participation (co-pay) rates. Life insurance will continue at no cost to the employee during the period of the disability. PTO leave will only accrue for the first 90 days while the employee is off on disability.

Regular part-time employees shall be eligible for disability pay under the same terms and conditions, except however, such payments shall be limited to one (1) year and one-half (½) of the employee's bargaining unit seniority, whichever is less.

The elimination of the employee's position will not make them ineligible for disability benefits if they were on disability at the time of the position's elimination.

Section 10:7A -Light Duty:

All employees who may become unable to perform their normal job description duties due to medical restrictions associated with either work-related or non-work related injuries or illnesses, shall be assessed for "light duty" and shall comply with the requirements of the Light Duty Job Program, outlined below. The goal of the program is to get the employee back to productive employment in normal duties as soon as medically possible. Light Duty jobs have been developed to enable the County of Saginaw to assign employees to work which will accommodate their medical restrictions.

The County of Saginaw will assign light duty jobs after review of medical evidence of restrictions. These light duty jobs may or may not:

- A. Be located in the department where the employee is normally assigned;
- B. Be within the bargaining unit where the employee is normally assigned;
- C. Consist of duties which the employee normally performs;
- D. Take place during shifts which the employee normally works;

However, all light duty job assignments will be made consistent with the medical restrictions associated with the employee's injury.

All employees assigned to a light duty job will report to that work site as directed, take directions as given by the job site supervisor, and perform duties as instructed.

The Saginaw County Public Health Employees Union also hereby agrees that individuals who may not be employees of the Saginaw County Department of Public Health and/or Saginaw County Commission On Aging, or members of their bargaining unit, may be assigned to light duty jobs within their departments. Further, the Union agrees and understands that these assignments shall not be permanent assignments.

Section 10:8 - Veterans Funeral Leave

Where requested by proper officials of a recognized Veteran's organization an employee may be granted reasonable time off, with pay, to attend a veteran's funeral or civic affairs, as a representative of the Veteran's organization, when approved by the manager and where, in the opinion of the department involved, their operations will not be adversely affected.

Section 10:9 - Funeral Leave

A. In the event of a death in the employee's immediate family, i.e., mother, father, sister, brother, spouse, child, step-child, legal guardian, parent-in-law, son-in-law and daughter-in-law; the employee shall be excused without loss of pay on the days which the employee has been scheduled to work for a period of Five (5) work days, one of which must be the day of the funeral. Hours must be used consecutively excluding weekends.

B. In the event of the death of a close relative, i.e., grandparent, grandchild, step parent, step parent-in-law, step grandparent, brother-in-law or sister-in-law (including brother- or sister-in-law's spouse), the employee shall be granted one (1) day, without loss of pay for the purpose of attending the funeral.

C. If the funeral of a close relative occurs more than 300 miles from the County Building, the employee may be granted an additional two (2) days leave, but must use PTO time if they wish to be compensated for those days.

Section 10:10 - Family and Medical Leave

The provisions of this Agreement will be applied to assure that employees who have actually worked for at least one year and who have actually worked at least 1250 hours during the one year period immediately preceding the request for leave will be afforded the entitlement set forth in the Family and Medical Leave Act of 1993 (FMLA).

For any FMLA qualifying purpose, accumulated paid time off (PTO) may be used at the request of the employee in lieu of unpaid leave. Employees shall not be required to use PTO for an FMLA qualifying leave; however, any request for time off for a reason qualifying as FMLA leave shall be treated and designated as FMLA leave.

All notice and certification requirements set forth in the FMLA shall be applicable to time off requested under this section except as otherwise specifically set forth in this agreement.

ARTICLE XI
SAFETY AND HEALTH

Section 11:1 Provisions for Safety and Health

The County will make reasonable provisions for the safety, health and comfort of its employees during their hours of employment.

The County shall make arrangements for County provided vehicles, including buses and trucks to be State Police inspected once per year.

Section 11:2 - Pay for Time Lost on Date of Injury

An employee injured while performing his/her duties for the County will be paid at the appropriate rate, including shift premium, if applicable, for any time lost that s/he otherwise would have worked on the date of the injury.

Section 11:3 - Safety Committee

There will be a safety committee which shall include at least one employee representing the bargaining unit. The purpose of this committee will be to advise the Department Head of conditions which, in its judgment, may constitute unsafe and/or unhealthy conditions. The Committee will advise the Department Head of conditions of the facility and meet as needed to fulfill this purpose. Time spent by the representatives from the bargaining unit on committee work will be without loss of pay.

ARTICLE XII
INSURANCE

Section 12.1 Hospitalization/Medical Insurance:

The County shall pay the group premium, (subject to employee co-pay as provided in Section 12:9) for the preferred provider health care program, as otherwise set forth in the Saginaw County Employee Healthcare Handbook presently in effect as of the date of this agreement for the chosen program either Option 1 or Option 2, Blue Preferred Program, with the Preferred Prescription Program Drug Benefit, or provide comparable coverage for each employee, their current spouse and dependents as covered under the provisions of this contract. For those employees hired on or after the effective date of this Agreement, the County shall pay the premium (subject to employee co-pay) effective on the first billing date subsequent to completion of six (6) months qualifying service for the preferred provider health care program. After an employee selects a plan, the plan may only be changed during an open enrollment period. Those employees who do not indicate a plan change shall continue under the previously declared plan. The County shall continue to pay the premium for applicable insurance during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty. Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage at the time they are employed and at the annual reopening. Updated lists of PPO approved health care providers shall be provided to employees whenever the list is provided to the County.

The insurance benefits set forth in this Section shall not be modified by the employer without first presenting any proposed changes in coverage or carriers to the Union for the purpose of bargaining. The parties shall engage in good faith bargaining for the purpose of arriving at a mutually satisfactory resolution. The employer shall not unilaterally implement any changes in the impasse reached on the issues. Benefits shall not be reduced under this provision without notice to the Union and bargaining.

Section 12.2 Life and Accidental Death Insurance

The Employer shall pay the full premium for group term life insurance providing coverage to each employee in the amount of \$50,000 and \$50,000 Accidental Death and Dismemberment insurance effective the first day of the month following completion of six (6) months continuous service, or the first of the month following ratification of this Agreement, whichever is later. The amount of insurance for active employees will

be reduced 92%, 84%, 76%, 68%, 60% and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays respectively. Retirees who retire on or after the first day of the month following ratification of the Agreement, will be insured for group term life in the amount of \$4,000.

Section 12.3 Dental Insurance:

Dental insurance shall be provided to full-time employees and their eligible dependents (as defined by the insurance carrier) effective the first billing date subsequent to completion of six months of service. Benefits shall be equivalent to the Delta Dental Plan of Michigan currently in effect during the calendar year 1994 with a maximum benefit of \$1,500.

Section 12.4 Worker's Compensation

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

The employee shall be responsible for immediately (on the day of the injury) reporting the occupational injury to his/her supervisor and shall request and complete the appropriate Workers' Compensation form substantiating the injury. The employee shall cooperate with the Employer should an employer's physician examination be requested by the employer. Reasonable post exam treatment orders must be followed. The Employer shall maintain the right to remain in communication with an employee who is absent due to a compensable injury to determine the nature of the disability, prognosis and expected date of return.

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

Section 12.5 Continuation Upon Retirement:

An employee retiring from Saginaw County employment and his/her spouse at the time of retirement shall be eligible to continue with group health insurance provided proper application is made prior to retirement and the employee is a member of the Plan on the date of the retirement. It is understood that Table A would apply to all employees who are members of the Plan on the date of retirement and the employee, who on January 1, 1996, had six or more credited years of service. Any employee who on January 1, 1996 had less than six years of service agrees to participate in Table B. An employee hired after the effective date of the contract upon retiring from Saginaw County employment shall be eligible for single coverage with group health insurance. Employees may purchase insurance for non-covered eligible dependents at group rates at their option. Retirees and authorized covered dependents shall have either traditional Blue Cross/Blue Shield of Michigan or Option 1 or Option 2, Blue Preferred program provided through the Health Care Management Single Provider System of Saginaw County. The members understand that the PPO plan most likely will cost them additional out of pocket costs if they choose to live anywhere other than Saginaw County during their retirement. It is also acknowledged that once the health plan is chosen, they will only have one opportunity to switch to other existing options one time prior to age 65. Retirees and authorized dependent age 65 and over shall be converted to Medicare complimentary coverage. An employee who retires after the effective date of this Agreement shall contribute to the payment of the health insurance premium required for coverage of the employee and authorized dependents. The retiree's share shall be a percentage as indicated in the following tables, respectively.

TABLE A

FULL-TIME YEARS OF SERVICE	EMPLOYER PAYS	RETIREE PAYS
6	35%	65%
7	45%	55%
8	55%	45%
9	65%	35%
10	75%	25%
11	80%	20%
12	85%	15%
13	90%	10%
14	95%	5%
15	100%	0%

TABLE B

FULL-TIME YEARS OF SERVICE	EMPLOYER PAYS	RETIREE PAYS
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 & OVER	95%	5%

Part-time employees hired on or before June 17, 1992 and who subsequently retire, shall be entitled to continuation of insurance coverage as provided above in all respects provided the premium participation schedule is applied. A part-time employee who was hired on or after June 17, 1992, who retires shall be entitled to single person coverage with the employee participation in the premium based upon credited years of service used for determining retirement eligibility under the applicable retirement plan. The part-time

employees hired on or after June 17, 1992 may purchase additional coverage for a spouse or dependent by paying the full cost of the additional premium.

Section 12.6 Medicare Complementary Coverage

The hospitalization insurance for employees, retirees, and authorized dependents shall be converted to complementary coverage at County expense upon attainment of 65 years of age. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare.

Section 12.7 Continuation Upon Layoff

In the event of layoff, an employee's hospitalization/medical insurance shall be continued at the employer's expense for a period of ninety (90) days from the end of the month in which the employee last worked. Life insurance shall continue in force until the end of the month next following the month in which the individual's layoff began.

Section 12.8 Continuation Upon Leave of Absence

Life insurance shall continue in force for a period of up to six months from the first day of the month in which a leave of absence began for all leaves of absence other than service in the armed forces. Health, Vision, and Dental insurance shall be continued during an employee's absence as a result of being off work and receiving disability benefits.

Section 12:9 - Health and Dental Insurance

In respect to the insurance coverage designated in Section 12.1 and Section 12.3 of this Article, it is agreed that employees shall pay Five (5%) percent of the cost of the PPO2 health plan and Ten (10%) percent of the cost of the PPO1 health plan and dental insurance. The Employer shall pay the remaining premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders (Dependent over age 19 is not eligible for a family continuation rider unless the subscriber provides more than half of the support of the dependent, and the dependent is related to subscriber by blood, marriage or legal adoption, and the dependent is a member of subscribers household. Proof of the preceding may be requested by the County). Applicable rates for the year are those in effect at the beginning of the premium year. The employee's contribution shall be changed only once each year coinciding with the beginning of the premium period, unless the employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time employees hired on or before June 17, 1992, shall continue to receive insurance benefits as provided in Section 12:1 and 12:3 for themselves and their dependents subject to the co-pay provided above. Regular part-time employees hired on or after June 17, 1992, who work twenty (20) or more hours per week, but less than full-time, shall be eligible to receive single person coverage (subject to the appropriate co-pay) and if they wish to cover their dependents, may do so by paying the additional premium costs.

Section 12:10 - Option to Health Insurance Coverage.

A full-time employee upon becoming eligible to receive or presently enrolled in a County Health Insurance Program may choose to receive \$75.00 for full-time employees per month in lieu of such insurance coverage, provided however, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, meets other eligibility requirements herein mentioned. All part-time employees hired prior to June 17, 1992 who currently receive an option shall

continue to receive fifty (\$50) dollars per month. Part-time employees hired on or after June 17, 1992, shall be entitled to participate in the option at 50% of the level of a full-time employee.

Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this agreement. Employees who are covered by another Saginaw County employee's health care coverage are not eligible to receive the payment in lieu of coverage.

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

Section 12:11 - Liability Insurance

The County shall provide at no cost to the employee a policy for 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 County under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at \$10,000,000.00) (Ten Million Dollars) and shall include the cost of defense, including attorney fees.

Section 12.12 Optical Insurance:

Effective upon ratification of the Agreement, employees and their eligible dependents will be entitled to the following vision benefits: eye examination, lenses and frames or contact lenses once every 24 months. Commonly used frames and lenses are covered in full. Contact lense allowance is \$210 if necessary, \$150 if elective. Fully covered services may be received from participating providers. Services from non-participating providers are partially covered.

Co-Pays: \$25 for eye examination, \$25 for lenses and frames or contact lenses. No payroll deduction is required. The insurer is Vision Service Plan (VSP).

ARTICLE XIII **HOURS OF EMPLOYMENT AND REST PERIODS**

Section 13:1 - Hours of Employment

Normal hours for County employees are eight (8) hours to be set between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, with one (1) hour allowed for lunch. Lunch hours should be scheduled between 11:00 a.m. and 2:00 p.m. unless other arrangements are made with the division director. At least a one-half (½) hour lunch period must be taken. All employees (except Commission on Aging employees) may make special arrangements for a 30 minute lunch hour with prior supervisory approval.

Special hours are those other than normal (example: evening clinics). Staff will not normally be scheduled for work over eight (8) hours, however management reserves the right to alter the schedule to provide adequate health services.

In the event a service is required that results in a change to the regular work schedule, the County shall ask for individual volunteers from employees who normally provide such service at that location or Program. In the event there are insufficient volunteers the Employer shall assign personnel at their discretion.

Employees are expected to conform with the above hours of work, report promptly for work and remain until the close of their regular shift. Late arrivals or absences will not be required to use their PTO time for time lost due to excused absences for inclement weather or infrequent transportation trouble. Except as provided by applicable federal and state law, unscheduled, unpaid time off, absenteeism and/or habitual tardiness will not be tolerated and will be subject to progressive disciplinary action up to and including discharge.

In the event of a time change (from E.S.T. to D.S.T., etc.) no overtime is to be paid to the employees nor any time deducted, but they shall be paid as if they had worked a regular shift.

The parties, by mutual agreement, may agree to different starting and quitting times in order to allow for flex time.

Section 13:2 - Recall Pay

Any employee required to return to work outside of his/her regularly scheduled hours shall receive a minimum of two (2) hours pay at overtime rates. An employee required to work outside his/her regular schedule on Saturday, Sunday, or a holiday shall receive a minimum of two hours work or pay at time and one-half (1 ½) the regular rate.

Section 13:3 - Rest Periods

All employees working an eight hour shift shall be entitled to two (2) rest periods per day, excluding their lunch periods. These periods shall be taken one before and one after lunch. Length of the rest periods shall be fifteen (15) minutes each. The rest periods shall be staggered so as not to curtail services to the public. Rest periods shall be considered as working time and may not be added to the lunch period or accumulated in any manner. Lunch time and rest periods shall be taken in appropriate places and cannot be taken in a manner which will interfere with the normal work patterns or with employees who are not duty free. If an employee works from 8:00 a.m. to 7:00 p.m. (Clinics), the employee shall be allowed a third rest period as scheduled by the employer of fifteen (15) minutes in duration.

ARTICLE XIV **TRAVEL**

Section 14:1 - Policy

It shall be the policy of Saginaw County to reimburse employees for travel expenses incurred as a result of their official duties at rates in accordance with the specific provisions enumerated herein. The policy shall apply to all employees who by the nature of their assigned responsibilities, or because of special circumstances, are required by the County to use their privately-owned vehicle for travel and/or perform functions at a location other than their normal work location.

Section 14:2 - Mileage

Mileage shall be paid at the prevailing IRS rate per mile for employees required to use their privately-owned vehicle in conducting County business:

A. When traveling to out-of-county activities, transportation must be shared whenever possible. Economical use of County funds has priority over personal convenience or preference.

B. All mileage shall be computed from the normal work location to the destination point and return except in the following situations:

(1) Mileage will be computed from residence to destination if actual departure is from the residence and if the distance is less than the distance from work location to destination.

(2) If the distance is greater from the residence, the employee may still leave from there but mileage will be calculated from the work location to destination.

(3) Under no circumstances is mileage allowed between residence and normal work location, providing that the normal work location is any Saginaw City-based Commission on Aging or Department of Public Health facility or clinic site. If the employer assigns an employee a normal work location at an outlying clinic on a daily permanent basis, mileage will not be paid from residence to that outlying clinic. Normal work locations may vary from day to day for a given employee; however, any variation in work location shall be discussed with the involved employee prior to the end of the previous work day. If an employee is required to travel from the normal work location to another site on the same day, mileage will be paid at the established rate.

(4) If an employee is called in to work during other than his/her normal working hours at a location other than his/her normal work location, s/he shall be paid mileage from his/her home to the destination point and return home.

Section 14:3 Meals

A per diem meal allowance will be made using the Internal Revenue Service approved rate or the rate approved by the State of Michigan whichever is less under the conditions enumerated below.

A. Official travel which takes the individual outside the boundaries of Saginaw County during the entire mealtime hours will render eligibility for a per diem meal allowance, based on when the employee was required to leave and return.

B. Mealtime is defined as follows:

Per Diem	Maximum Eligible
Breakfast: 6:00 am to 8:30 am	1/4 Per Diem
Lunch: 11:00 am to 1:30 pm	1/4 Per Diem
Dinner: 4:30 pm to 7:00 pm	1/2 Per Diem

C. Per diem meal allowances are based on receiving 1/4 of said allowance for breakfast, 1/4 for lunch and 1/2 for dinner on those days requiring official travel. When a meal(s) is included in the cost of a conference registration fee, the per diem shall be adjusted accordingly.

D. The Controller's office shall publish from time to time the approved rates and shall provide a copy to the Union at the time it is distributed to departments, including metro rates.

Section 14:4 - Accommodations

Reimbursement may be made for actual expenditures for overnight accommodations subject to the following restrictions and limitations:

- A. If the destination is more than 150 miles from the normal work location and if the individual must be at the destination at or before 9:00 a.m., travel may commence after lunch on the day preceding.
- B. If official business terminates after 5:00 p.m. and the location is more than 150 miles from the normal work location, the employee may remain overnight and commence travel the following morning.
- C. If the temporary work location is more than fifty (50) miles from the normal work location and the duration is more than one day, the nights between such work days may be spent in the immediate vicinity and reimbursement claimed for cost of lodging at established rates.
- D. Reimbursement is limited to the cost of a single room at prevailing rates for accommodations normally used in business, however:
 - (1) Double accommodations may be utilized when appropriate.
 - (2) If a "double" is shared with a County employee, each may claim reimbursement for one-half (½) the rate.
 - (3) If the cost of a "double" is shared with a non-county employee, reimbursement may be claimed for the actual expenditure or an amount equal to the rate for a single occupancy accommodation, whichever is less.
 - (4) If a "double" is used and the entire cost is paid by the official, or employee, reimbursement shall be made for three-fourths (3/4) of the double rate.

Section 14:5 - Compensatory Time

When traveling to out-of-county activities, the right to compensatory time shall be waived.

Section 14:6 - Out-of-State Travel

Travel outside the state shall be allowed only by authorization of the Saginaw County Board of Commissioners.

ARTICLE XV **OVERTIME HOURS**

Section 15:1 - Overtime

Overtime rates shall be paid for hours worked over regular employment. Overtime shall be any hours of employment worked over 40 hours in one week. All hours paid to an employee shall be considered as hours worked for the purpose of computing whether an employee has worked 40 hours in a week; provided, however, that there shall be no pyramiding of overtime.

The rate of overtime shall be at one and one-half (1 ½) the regular rate of pay. Compensatory time at time and one-half (1 ½) may be paid in lieu of overtime rate if the employee requests it, the employer concurs and the compensatory time is taken pursuant to and in accordance with applicable provisions of the Fair Labor Standards Act. Time spent at evening meetings by professional personnel shall be considered overtime hours.

Provisions of this section and any other contract provisions that may apply shall not prohibit bargaining unit members from volunteering their service in a manner which is consistent with the Fair Labor Standards Act.

ARTICLE XVI
MISCELLANEOUS

Section 16:1 - Cost of Printing Agreement

The County agrees to having this Agreement printed and to distribute copies to employees and supervisors.

Section 16:2 - Employment of Handicapped Employees

In the event an employee sustains an occupational disability and becomes handicapped as a result thereof, every effort will be made by the County to provide the handicapped employee such suitable employment as is available within the bargaining unit.

Section 16:3 - Union Access to the Health Dept.

Representatives of the Union may visit during working hours on official Union business, provided that such visit is first cleared with the Department Head and will not interfere with operations.

Section 16:4 - Federal and State Laws

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

Section 16:5 - Performance Review

Performance appraisals provide a formal means by which to measure an individual employee's performance against employer expectations. All probationary employees must have a written review of their work performance by their immediate supervisor at three (3) months of employment and again at six (6) months with interim evaluations if necessary and for all permanent employees annually thereafter. Both the employee and the immediate supervisor shall acknowledge such written review by signature; however, in the event an employee disagrees with the review, the employee shall have the option of placing their own written comments on the review form. One (1) copy of an employee's signed review form shall be provided to the employee upon request.

Section 16:6 - Bulletin Boards

The Employer agrees to provide bulletin board space on existing boards on the first, second, third and fourth floors, and locations outside the Main Health Center where there are normally stationed members of the bargaining unit. This space may be used by the Union officers for announcements affecting the bargaining Unit's employees which are not political in nature. Notices other than announcements of meetings, elections, or social events shall be submitted to the Employer for approval prior to posting.

The Commission on Aging agrees to provide bulletin boards in the main office, central kitchen and Maple Grove Kitchen to be used for announcements affecting the bargaining unit employees including, but not limited to announcements of meetings, elections or social events and to post job vacancies.

Notices may be posted during working hours by a Union Officer, committee member or designee, within his/her or her normal work locations.

Section 16:7 - Snow Days

If the Saginaw County Governmental Center is closed, due to inclement weather, employees will be paid

their normal working hours for that day, and no employees will be required to work. However, if due to the nature of their job, employees do work on such days, they will be paid double time (where it is essential that the position be staffed).

For those employees whose attendance is mandatory, the County will be responsible for transporting the employees to and from the job if the employees cannot otherwise get to work and request transportation.

In the event that the Commission on Aging cancels services as a result of inclement weather and the employer either advises Center Managers, Drivers or Kitchen Staff to stay home; or in the event that employees show up for work and the employer cannot find sufficient work at the employee's regular work site, the employee shall have the option of taking unpaid time and will not be required to use PTO time to cover the absence.

Section 16:8 - Bonding

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

Section 16:9 - Review of Personnel File

Each employee shall have the right to review his/her personnel file and have copies made at the current fee schedule and may have a grievance representative present.

Section 16:10 - Retirement

Employees hired prior to November 1, 1994 who have not voluntarily opted to be members of the ICMA Defined Contribution plan, shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-3 and F50/25 or F55/20, FAC 5, V-6 Program and 0% employee contribution.

All new hires to the unit will become members of the Saginaw County Defined Contribution Plan (currently independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following employee and employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
6%	0%	6%
9%	3%	12%

The employee may select one (1) of the above contribution plans initially upon being hired and may change the contribution plan in accordance with regulations established by the ICMA. Employees under the Defined Contribution Plan can retire at age 55 with 6 years of service.

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

SERVICE TIME

RETAINED BY EMPLOYEE

UP TO 35 MONTHS	0%
36 MONTHS THROUGH 48 MONTHS	25%
49 MONTHS THROUGH 60 MONTHS	50%
61 MONTHS THROUGH 72 MONTHS	75%
73 MONTHS PLUS	100%

10 Days worked in a month will be counted as one month.

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

Existing employees who are currently vested in MERS, shall be given a one-time opportunity to transfer assets from the MERS Defined Benefit Plan to the Defined Contribution Retirement Plan. This rollover will be subject to the availability of County Retirement funds and will be limited to only qualifying employees, as defined by the Employer and MERS.

Section 16:11 - Uniform Allowance

The County shall provide a uniform subsidy for all part-time and full-time employees required to wear a uniform at least 50% of the time in the performance of his/her duties. Part-time employees shall receive a uniform allowance in accordance with Section 1:2B. This will include functioning in the following positions:

- Clinic Assistant
- Dental Assistant
- Dental Hygienist
- Health Technician
- Laboratory Aide
- Laboratory Technician
- Laboratory Technician/Interviewer
- WIC Program Services Assistant
- WIC Technician
- Cooks
- Cook's Helper

If an employee functions in more than one classification listed above, she/he will be entitled to only one uniform subsidy.

All eligible employees shall receive an annual uniform allowance of \$175 per year. New employees shall not be entitled to receive the uniform allowance until after completion of the probationary period.

Environmental Health Specialists shall receive an \$85 subsidy, for the purchase of outdoor footwear, each contract year. Uniform subsidy will be paid to eligible employees by February 28 of each year.

The employer agrees to provide, at no cost to employees, protective outer garments for clerks who perform technical work and for other employees who are exposed to bio-hazardous waste including, but not

limited to, personal protective equipment such as gloves, gowns, laboratory coats, face shields or masks and eye protection and mouth pieces, resuscitation bags, pocket masks or other ventilation devices. The employer shall clean, launder and dispose of personal protective equipment required by this Section. If MIOSHA/OSHA places greater requirements and/or responsibilities on the employer, then the greater protection shall be extended to employees of the bargaining unit.

Section 16:12 - Educational Reimbursement

Department of Public Health and Commission on Aging employees shall be eligible to participate and enjoy the benefits of educational reimbursement as defined in the Saginaw County Educational Reimbursement Policy to the extent and level of benefit as determined by the Board of Commissioners and in effect at the time of application.

Section 16:13 - Residency

Employees shall be encouraged to maintain their residency within the County of Saginaw.

Section 16.14 - Factoring

The bargaining unit shall be allowed to designate one of its members to serve as an active participant on the sub-committee's factoring recommendation panel for a minimum of one year; to factor as determined by the employer those positions that are included in this bargaining unit. The Union's participation in this process will not diminish, whatsoever, the exclusive right of management to determine job classifications in accordance with this Agreement. The employer shall ultimately make the final decision to determine job classifications.

ARTICLE XVII
WAIVER CLAUSE

Section 17:1

The parties acknowledge that during the 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 the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XVIII
TERM OF AGREEMENT

Section 18:1 - Effective Date and Termination Date

This Agreement shall become effective as of the date of execution hereof and shall remain in effect until September 30, 2001. It 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 September 30, 2001, or any September 30 thereafter that it desires to modify or terminate this Agreement.

Section 18:2 - Notices

Notice in accordance with Section 18:1 above, shall be given by certified mail; be completed by and at the time of mailing; and if given by the County, to be addressed to the President, P.O. Box 1687, Saginaw, Michigan 48605, and if given by the Union, to be addressed to the Saginaw County Personnel Director, 111 S. Michigan, Saginaw, Michigan 48602. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

APPENDIX A
LIST OF CLASSIFICATIONS

SAGINAW COUNTY DEPARTMENT OF PUBLIC HEALTH EMPLOYEES' UNION

<u>JOB TITLE</u>	<u>GRADE</u>
Account Clerk	T06/8
Accountant I	P02
Administrative Coordinator	PO3
Certified Assessment Specialist	PO4
Clerk Inter./Recep.	T05/7
Cook	T06
Cook's Helper	T03
Custodian	T05
Delivery Driver	T05
Dental Assistant	T07
Dental Hygienist	T13
Dispatcher	T07
Envir. Health Spec.	P05
Envir. Health Spec. (R.S.)	P05
Food Service Coordinator	PO4
Foster Grandparent Program Assistant	T07
Health Advocate	T05/7
Health Technician	T06/8
Hearing Technician	T06/8
Lab. Tech./Field Rep.	P05
Laboratory Aide	T05
Laboratory Technologist	P05
Mobile Meals Coordinator	T07
Motor Vehicle Operator	T05
Nutritionist II	P04
Nutritionist II (R.D.)	P05
Outreach Case Manager	P03
Outreach Education Specialist	P02
Outreach Worker	T05
Patient Care Coordinator	P03
Predictive Dialer Coordinator	P03
Prevention Coordinator	PO5
S.T.D. Investigator	P04
S.T.D. Investigator/HIV Educator	PO5
Screening Technician	T06/8
Senior Environmental Health Specialist	P07
Senior/Nutrition Center Mgr.	T06
Social Worker	P05
Typist-Clerk	T05/7
Typist-Clerk III	T09
Vision & Hearing Coordinator	T09
Vision Technician	T06/8
WIC Program Service Asst.	T10
WIC Technician	T06/8
Women and Families Specialist	PO6

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION
effective 1/01/1998 +3%**

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>
T01	14,520.00 558.46	14,979.00 576.12	15,437.00 593.73	15,968.00 614.15	16,491.00 634.27
T02	15,106.00 581.00	15,635.00 601.35	16,163.00 621.65	16,753.00 644.35	17,211.00 661.96
T03	15,765.00 606.35	16,289.00 626.50	16,821.00 646.96	17,346.00 667.15	17,932.00 689.69
T04	16,356.00 629.08	16,948.00 651.85	17,542.00 674.69	18,132.00 697.38	18,718.00 719.92
T05	17,015.00 654.42	17,607.00 677.19	18,199.00 699.96	18,950.00 728.85	19,446.00 747.92
T06	17,674.00 679.77	18,263.00 702.42	18,920.00 727.69	19,574.00 752.85	20,234.00 778.23
T07	18,527.00 712.58	19,184.00 737.85	19,843.00 763.19	20,565.00 790.96	21,285.00 818.65
T08	19,446.00 747.92	20,170.00 775.77	20,891.00 803.50	21,615.00 831.35	22,404.00 861.69
T09	20,434.00 785.92	21,153.00 813.58	21,940.00 843.85	22,733.00 874.35	23,519.00 904.58
T10	21,417.00 823.73	22,273.00 856.65	23,189.00 891.88	24,110.00 927.31	25,029.00 962.65
T11	22,532.00 866.62	23,519.00 904.58	24,505.00 942.50	25,487.00 980.27	26,478.00 1,018.38
T12	23,976.00 922.15	25,027.00 962.58	26,079.00 1,003.04	27,134.00 1,043.62	28,183.00 1,083.96
T13	25,423.00 977.81	26,538.00 1,020.69	27,658.00 1,063.77	28,777.00 1,106.81	29,890.00 1,149.62
T14	26,933.00 1,035.88	28,113.00 1,081.27	29,301.00 1,126.96	30,484.00 1,172.46	31,663.00 1,217.81
T15	28,509.00 1,096.50	29,757.00 1,144.50	31,003.00 1,192.42	32,255.00 1,240.58	33,505.00 1,288.65
T16	30,156.00 1,159.85	31,404.00 1,207.85	32,786.00 1,261.00	34,093.00 1,311.27	35,471.00 1,364.27

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION
effective 1/01/1998 +3%**

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>	<u>4 year (step 6)</u>
P01	21,020.00 808.46	21,871.00 841.19	22,733.00 874.35	23,582.00 907.00	24,437.00 939.88	25,359.00 975.35
P02	22,733.00 874.35	23,648.00 909.54	24,573.00 945.12	25,487.00 980.27	26,409.00 1,015.73	27,393.00 1,053.58
P03	24,638.00 947.62	25,621.00 985.42	26,605.00 1,023.27	27,592.00 1,061.23	28,642.00 1,101.62	29,694.00 1,142.08
P04	26,538.00 1,020.69	27,658.00 1,063.77	28,777.00 1,106.81	29,890.00 1,149.62	31,003.00 1,192.42	32,191.00 1,238.12
P05	28,573.00 1,098.96	29,825.00 1,147.12	31,070.00 1,195.00	32,319.00 1,243.04	33,568.00 1,291.08	34,884.00 1,341.69
P06	30,747.00 1,182.58	32,124.00 1,235.54	33,505.00 1,288.65	34,952.00 1,344.31	36,395.00 1,399.81	37,842.00 1,455.46
P07	33,107.00 1,273.35	34,687.00 1,334.12	35,918.00 1,381.46	37,842.00 1,455.46	39,416.00 1,516.00	40,991.00 1,576.58
P08	35,341.00 1,359.27	37,033.00 1,424.35	38,786.00 1,491.77	40,546.00 1,559.46	42,302.00 1,627.00	44,057.00 1,694.50
P09	38,138.00 1,466.85	40,026.00 1,539.46	41,914.00 1,612.08	43,803.00 1,684.73	45,687.00 1,757.19	47,640.00 1,832.31
P10	41,261.00 1,586.96	43,279.00 1,664.58	45,295.00 1,742.12	47,315.00 1,819.81	49,333.00 1,897.42	51,392.00 1,976.62
P11	43,754.00 1,682.85	46,067.00 1,771.81	48,379.00 1,860.73	50,679.00 1,949.19	52,943.00 2,036.27	55,147.00 2,121.04
P12	46,837.00 1,801.42	49,468.00 1,902.62	52,063.00 2,002.42	54,647.00 2,101.81	57,225.00 2,200.96	59,616.00 2,292.92
P13	49,641.00 1,909.27	52,384.00 2,014.77	55,377.00 2,129.88	58,128.00 2,235.69	61,155.00 2,352.12	63,711.00 2,450.42

**SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION
effective 1/01/1998 +3%**

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>	<u>4 year (step 6)</u>
R04	26,804.00 1,030.92	27,935.00 1,074.42	29,065.00 1,117.88	30,189.00 1,161.12	31,313.00 1,204.35	32,513.00 1,250.50
R05	28,859.00 1,109.96	30,123.00 1,158.58	31,380.00 1,206.92	32,643.00 1,255.50	33,903.00 1,303.96	35,232.00 1,355.08
R09	20,639.00 793.81	21,365.00 821.73	22,160.00 852.31	22,960.00 883.08	23,754.00 913.62	
R10	21,001.00 807.73	21,841.00 840.04	22,738.00 874.54	23,642.00 909.31	24,544.00 944.00	

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION**

effective 10/01/1998 +2%

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>
T01	14,810.00 569.62	15,279.00 587.65	15,746.00 605.62	16,287.00 626.42	16,821.00 646.96
T02	15,408.00 592.62	15,948.00 613.38	16,486.00 634.08	17,088.00 657.23	17,555.00 675.19
T03	16,080.00 618.46	16,615.00 639.04	17,157.00 659.88	17,693.00 680.50	18,291.00 703.50
T04	16,683.00 641.65	17,287.00 664.88	17,893.00 688.19	18,495.00 711.35	19,092.00 734.31
T05	17,355.00 667.50	17,959.00 690.73	18,563.00 713.96	19,329.00 743.42	19,835.00 762.88
T06	18,027.00 693.35	18,628.00 716.46	19,298.00 742.23	19,965.00 767.88	20,639.00 793.81
T07	18,898.00 726.85	19,568.00 752.62	20,240.00 778.46	20,976.00 806.77	21,711.00 835.04
T08	19,835.00 762.88	20,573.00 791.27	21,309.00 819.58	22,047.00 847.96	22,852.00 878.92
T09	20,843.00 801.65	21,576.00 829.85	22,379.00 860.73	23,188.00 891.85	23,989.00 922.65
T10	21,845.00 840.19	22,718.00 873.77	23,653.00 909.73	24,592.00 945.85	25,530.00 981.92
T11	22,983.00 883.96	23,989.00 922.65	24,995.00 961.35	25,997.00 999.88	27,008.00 1,038.77
T12	24,456.00 940.62	25,528.00 981.85	26,601.00 1,023.12	27,677.00 1,064.50	28,747.00 1,105.65
T13	25,931.00 997.35	27,069.00 1,041.12	28,211.00 1,085.04	29,353.00 1,128.96	30,488.00 1,172.62
T14	27,472.00 1,056.62	28,675.00 1,102.88	29,887.00 1,149.50	31,094.00 1,195.92	32,296.00 1,242.15
T15	29,079.00 1,118.42	30,352.00 1,167.38	31,623.00 1,216.27	32,900.00 1,265.38	34,175.00 1,314.42
T16	30,759.00 1,183.04	32,032.00 1,232.00	33,442.00 1,286.23	34,775.00 1,337.50	36,180.00 1,391.54

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION**

effective 10/01/1998 +2%

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>	<u>4 year (step 6)</u>
P01	21,440.00 824.62	22,308.00 858.00	23,188.00 891.85	24,054.00 925.15	24,926.00 958.69	25,866.00 994.85
P02	23,188.00 891.85	24,121.00 927.73	25,064.00 964.00	25,997.00 999.88	26,937.00 1,036.04	27,941.00 1,074.65
P03	25,131.00 966.58	26,133.00 1,005.12	27,137.00 1,043.73	28,144.00 1,082.46	29,215.00 1,123.65	30,288.00 1,164.92
P04	27,069.00 1,041.12	28,211.00 1,085.04	29,353.00 1,128.96	30,488.00 1,172.62	31,623.00 1,216.27	32,835.00 1,262.88
P05	29,144.00 1,120.92	30,422.00 1,170.08	31,691.00 1,218.88	32,965.00 1,267.88	34,239.00 1,316.88	35,582.00 1,368.54
P06	31,362.00 1,206.23	32,766.00 1,260.23	34,175.00 1,314.42	35,651.00 1,371.19	37,123.00 1,427.81	38,599.00 1,484.58
P07	33,769.00 1,298.81	35,381.00 1,360.81	36,636.00 1,409.08	38,599.00 1,484.58	40,204.00 1,546.31	41,811.00 1,608.12
P08	36,048.00 1,386.46	37,774.00 1,452.85	39,562.00 1,521.62	41,357.00 1,590.65	43,148.00 1,659.54	44,938.00 1,728.38
P09	38,901.00 1,496.19	40,827.00 1,570.27	42,752.00 1,644.31	44,679.00 1,718.42	46,601.00 1,792.35	48,593.00 1,868.96
P10	42,086.00 1,618.69	44,145.00 1,697.88	46,201.00 1,776.96	48,261.00 1,856.19	50,320.00 1,935.38	52,420.00 2,016.15
P11	44,629.00 1,716.50	46,988.00 1,807.23	49,347.00 1,897.96	51,693.00 1,988.19	54,002.00 2,077.00	56,250.00 2,163.46
P12	47,774.00 1,837.46	50,457.00 1,940.65	53,104.00 2,042.46	55,740.00 2,143.85	58,370.00 2,245.00	60,808.00 2,338.77
P13	50,634.00 1,947.46	53,432.00 2,055.08	56,485.00 2,172.50	59,291.00 2,280.42	62,378.00 2,399.15	64,985.00 2,499.42

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION
effective 10/01/1998 +2%**

<u>Salary Grade</u>	Hire (step 1)	6 months (step 2)	1 year (step 3)	2 year (step 4)	3 year (step 5)	4 year (step 6)
R04	27,340.00 1,051.54	28,494.00 1,095.92	29,646.00 1,140.23	30,793.00 1,184.35	31,939.00 1,228.42	33,163.00 1,275.50
R05	29,436.00 1,132.15	30,725.00 1,181.73	32,008.00 1,231.08	33,296.00 1,280.62	34,581.00 1,330.04	35,937.00 1,382.19
R09	21,052.00 809.69	21,792.00 838.15	22,603.00 869.35	23,419.00 900.73	24,229.00 931.88	
R10	21,421.00 823.88	22,278.00 856.85	23,193.00 892.04	24,115.00 927.50	25,035.00 962.88	

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION**

effective 10/01/1999 +2%

<u>Salary Grade</u>	Hire (step 1)	6 months (step 2)	1 year (step 3)	2 year (step 4)	3 year (step 5)
T01	15,106.00 581.00	15,585.00 599.42	16,061.00 617.73	16,613.00 638.96	17,157.00 659.88
T02	15,716.00 604.46	16,267.00 625.65	16,816.00 646.77	17,430.00 670.38	17,906.00 688.69
T03	16,402.00 630.85	16,947.00 651.81	17,500.00 673.08	18,047.00 694.12	18,657.00 717.58
T04	17,017.00 654.50	17,633.00 678.19	18,251.00 701.96	18,865.00 725.58	19,474.00 749.00
T05	17,702.00 680.85	18,318.00 704.54	18,934.00 728.23	19,716.00 758.31	20,232.00 778.15
T06	18,388.00 707.23	19,001.00 730.81	19,684.00 757.08	20,364.00 783.23	21,052.00 809.69
T07	19,276.00 741.38	19,959.00 767.65	20,645.00 794.04	21,396.00 822.92	22,145.00 851.73
T08	20,232.00 778.15	20,984.00 807.08	21,735.00 835.96	22,488.00 864.92	23,309.00 896.50
T09	21,260.00 817.69	22,008.00 846.46	22,827.00 877.96	23,652.00 909.69	24,469.00 941.12
T10	22,282.00 857.00	23,172.00 891.23	24,126.00 927.92	25,084.00 964.77	26,041.00 1,001.58
T11	23,443.00 901.65	24,469.00 941.12	25,495.00 980.58	26,517.00 1,019.88	27,548.00 1,059.54
T12	24,945.00 959.42	26,039.00 1,001.50	27,133.00 1,043.58	28,231.00 1,085.81	29,322.00 1,127.77
T13	26,450.00 1,017.31	27,610.00 1,061.92	28,775.00 1,106.73	29,940.00 1,151.54	31,098.00 1,196.08
T14	28,021.00 1,077.73	29,249.00 1,124.96	30,485.00 1,172.50	31,716.00 1,219.85	32,942.00 1,267.00
T15	29,661.00 1,140.81	30,959.00 1,190.73	32,255.00 1,240.58	33,558.00 1,290.69	34,859.00 1,340.73
T16	31,374.00 1,206.69	32,673.00 1,256.65	34,111.00 1,311.96	35,471.00 1,364.27	36,904.00 1,419.38

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION**

effective 10/01/1999 +2%

Salary Grade	Hire (step 1)	6 months (step 2)	1 year (step 3)	2 year (step 4)	3 year (step 5)	4 year (step 6)
P01	21,869.00 841.12	22,754.00 875.15	23,652.00 909.69	24,535.00 943.65	25,425.00 977.88	26,383.00 1,014.73
P02	23,652.00 909.69	24,603.00 946.27	25,565.00 983.27	26,517.00 1,019.88	27,476.00 1,056.77	28,500.00 1,096.15
P03	25,634.00 985.92	26,656.00 1,025.23	27,680.00 1,064.62	28,707.00 1,104.12	29,799.00 1,146.12	30,894.00 1,188.23
P04	27,610.00 1,061.92	28,775.00 1,106.73	29,940.00 1,151.54	31,098.00 1,196.08	32,255.00 1,240.58	33,492.00 1,288.15
P05	29,727.00 1,143.35	31,030.00 1,193.46	32,325.00 1,243.27	33,624.00 1,293.23	34,924.00 1,343.23	36,294.00 1,395.92
P06	31,989.00 1,230.35	33,421.00 1,285.42	34,859.00 1,340.73	36,364.00 1,398.62	37,865.00 1,456.35	39,371.00 1,514.27
P07	34,444.00 1,324.77	36,089.00 1,388.04	37,369.00 1,437.27	39,371.00 1,514.27	41,008.00 1,577.23	42,647.00 1,640.27
P08	36,769.00 1,414.19	38,529.00 1,481.88	40,353.00 1,552.04	42,184.00 1,622.46	44,011.00 1,692.73	45,837.00 1,762.96
P09	39,679.00 1,526.12	41,644.00 1,601.69	43,607.00 1,677.19	45,573.00 1,752.81	47,533.00 1,828.19	49,565.00 1,906.35
P10	42,928.00 1,651.08	45,028.00 1,731.85	47,125.00 1,812.50	49,226.00 1,893.31	51,326.00 1,974.08	53,468.00 2,056.46
P11	45,522.00 1,750.85	47,928.00 1,843.38	50,334.00 1,935.92	52,727.00 2,027.96	55,082.00 2,118.54	57,375.00 2,206.73
P12	48,729.00 1,874.19	51,466.00 1,979.46	54,166.00 2,083.31	56,855.00 2,186.73	59,537.00 2,289.88	62,024.00 2,385.54
P13	51,647.00 1,986.42	54,501.00 2,096.19	57,615.00 2,215.96	60,477.00 2,326.04	63,626.00 2,447.15	66,285.00 2,549.42

**SAGINAW COUNTY, MICHIGAN
 SCHEDULE OF SALARY PROGRESSION
 ANNUAL AND BI-WEEKLY RATES
 SAGINAW COUNTY HEALTH DEPARTMENT UNION**

effective 10/01/1999 +2%

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>	<u>4 year (step 6)</u>
R04	27,887.00 1,072.58	29,064.00 1,117.85	30,239.00 1,163.04	31,409.00 1,208.04	32,578.00 1,253.00	33,826.00 1,301.00
R05	30,025.00 1,154.81	31,340.00 1,205.38	32,648.00 1,255.69	33,962.00 1,306.23	35,273.00 1,356.65	36,656.00 1,409.85
R09	21,473.00 825.88	22,228.00 854.92	23,055.00 886.73	23,887.00 918.73	24,714.00 950.54	
R10	21,849.00 840.35	22,724.00 874.00	23,657.00 909.88	24,597.00 946.04	25,536.00 982.15	

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION
effective 10/01/2000 +2%**

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>
T01	15,408.00 592.62	15,897.00 611.42	16,382.00 630.08	16,945.00 651.73	17,500.00 673.08
T02	16,030.00 616.54	16,592.00 638.15	17,152.00 659.69	17,779.00 683.81	18,264.00 702.46
T03	16,730.00 643.46	17,286.00 664.85	17,850.00 686.54	18,408.00 708.00	19,030.00 731.92
T04	17,357.00 667.58	17,986.00 691.77	18,616.00 716.00	19,242.00 740.08	19,863.00 763.96
T05	18,056.00 694.46	18,684.00 718.62	19,313.00 742.81	20,110.00 773.46	20,637.00 793.73
T06	18,756.00 721.38	19,381.00 745.42	20,078.00 772.23	20,771.00 798.88	21,473.00 825.88
T07	19,662.00 756.23	20,358.00 783.00	21,058.00 809.92	21,824.00 839.38	22,588.00 868.77
T08	20,637.00 793.73	21,404.00 823.23	22,170.00 852.69	22,938.00 882.23	23,775.00 914.42
T09	21,685.00 834.04	22,448.00 863.38	23,284.00 895.54	24,125.00 927.88	24,958.00 959.92
T10	22,728.00 874.15	23,635.00 909.04	24,609.00 946.50	25,586.00 984.08	26,562.00 1,021.62
T11	23,912.00 919.69	24,958.00 959.92	26,005.00 1,000.19	27,047.00 1,040.27	28,099.00 1,080.73
T12	25,444.00 978.62	26,560.00 1,021.54	27,676.00 1,064.46	28,796.00 1,107.54	29,908.00 1,150.31
T13	26,979.00 1,037.65	28,162.00 1,083.15	29,351.00 1,128.88	30,539.00 1,174.58	31,720.00 1,220.00
T14	28,581.00 1,099.27	29,834.00 1,147.46	31,095.00 1,195.96	32,350.00 1,244.23	33,601.00 1,292.35
T15	30,254.00 1,163.62	31,578.00 1,214.54	32,900.00 1,265.38	34,229.00 1,316.50	35,556.00 1,367.54
T16	32,001.00 1,230.81	33,326.00 1,281.77	34,793.00 1,338.19	36,180.00 1,391.54	37,642.00 1,447.77

**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION**

effective 10/01/2000 +2%

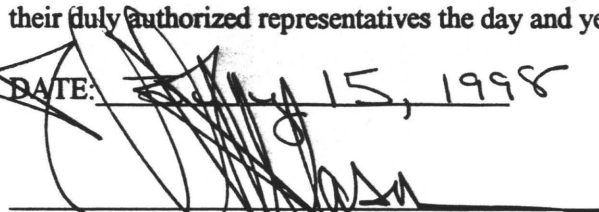
Salary Grade	Hire (step 1)	6 months (step 2)	1 year (step 3)	2 year (step 4)	3 year (step 5)	4 year (step 6)
P01	22,306.00 857.92	23,209.00 892.65	24,125.00 927.88	25,026.00 962.54	25,934.00 997.46	26,911.00 1,035.04
P02	24,125.00 927.88	25,095.00 965.19	26,076.00 1,002.92	27,047.00 1,040.27	28,026.00 1,077.92	29,070.00 1,118.08
P03	26,147.00 1,005.65	27,189.00 1,045.73	28,234.00 1,085.92	29,281.00 1,126.19	30,395.00 1,169.04	31,512.00 1,212.00
P04	28,162.00 1,083.15	29,351.00 1,128.88	30,539.00 1,174.58	31,720.00 1,220.00	32,900.00 1,265.38	34,162.00 1,313.92
P05	30,322.00 1,166.23	31,651.00 1,217.35	32,972.00 1,268.15	34,296.00 1,319.08	35,622.00 1,370.08	37,020.00 1,423.85
P06	32,629.00 1,254.96	34,089.00 1,311.12	35,556.00 1,367.54	37,091.00 1,426.58	38,622.00 1,485.46	40,158.00 1,544.54
P07	35,133.00 1,351.27	36,811.00 1,415.81	38,116.00 1,466.00	40,158.00 1,544.54	41,828.00 1,608.77	43,500.00 1,673.08
P08	37,504.00 1,442.46	39,300.00 1,511.54	41,160.00 1,583.08	43,028.00 1,654.92	44,891.00 1,726.58	46,754.00 1,798.23
P09	40,473.00 1,556.65	42,477.00 1,633.73	44,479.00 1,710.73	46,484.00 1,787.85	48,484.00 1,864.77	50,556.00 1,944.46
P10	43,787.00 1,684.12	45,929.00 1,766.50	48,068.00 1,848.77	50,211.00 1,931.19	52,353.00 2,013.58	54,537.00 2,097.58
P11	46,432.00 1,785.85	48,887.00 1,880.27	51,341.00 1,974.65	53,782.00 2,068.54	56,184.00 2,160.92	58,523.00 2,250.88
P12	49,704.00 1,911.69	52,495.00 2,019.04	55,249.00 2,124.96	57,992.00 2,230.46	60,728.00 2,335.69	63,264.00 2,433.23
P13	52,680.00 2,026.15	55,591.00 2,138.12	58,767.00 2,260.27	61,687.00 2,372.58	64,899.00 2,496.12	67,611.00 2,600.42

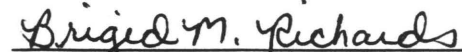
**SAGINAW COUNTY, MICHIGAN
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY RATES
SAGINAW COUNTY HEALTH DEPARTMENT UNION
effective 10/01/2000 +2%**

<u>Salary Grade</u>	<u>Hire (step 1)</u>	<u>6 months (step 2)</u>	<u>1 year (step 3)</u>	<u>2 year (step 4)</u>	<u>3 year (step 5)</u>	<u>4 year (step 6)</u>
R04	28,445.00 1,094.04	29,645.00 1,140.19	30,844.00 1,186.31	32,037.00 1,232.19	33,230.00 1,278.08	34,503.00 1,327.04
R05	30,626.00 1,177.92	31,967.00 1,229.50	33,301.00 1,280.81	34,641.00 1,332.35	35,978.00 1,383.77	37,389.00 1,438.04
R09	21,902.00 842.38	22,673.00 872.04	23,516.00 904.46	24,365.00 937.12	25,208.00 969.54	
R10	22,286.00 857.15	23,178.00 891.46	24,130.00 928.08	25,089.00 964.96	26,047.00 1,001.81	


IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.


DATE: ~~_____~~ May 15, 1998

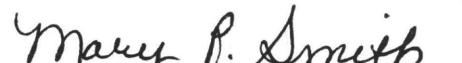

Edward E. Mason, Chairman
Board of Commissioners


Brigid M. Richards, President
SCPHEU

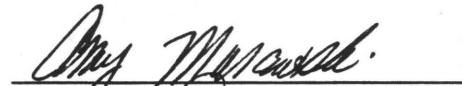

Fred D. Todd, Controller/CAO
Board of Commissioners



Gayle Boomer, Vice President
SCPHEU

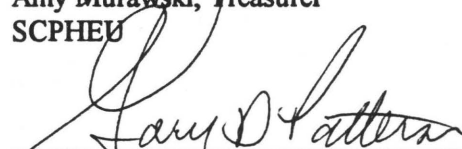

Donavon J. Orth, Health Officer


Mary P. Smith, Secretary
SCPHEU


Judy L. Spaner, Director


Amy Murawski, Treasurer
SCPHEU


Stephen C. Borrello, Attorney
Jensen, Gilbert, Smith & Borrello, P.C.
Approved As To Legal Form


Gary D. Patterson
SCPHEU Attorney



