

3826

12/31/99  
Final copy

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAGINAW COUNTY PROBATE COURT JUVENILE DIVISION

AND

GOVERNMENTAL EMPLOYEES LABOR COUNCIL  
SAGINAW COUNTY PROBATE COURT JUVENILE DIVISION  
DETENTION SUPERVISORS UNIT

*Saginaw County Probate Court*

EFFECTIVE

JANUARY 1, 1996 - DECEMBER 31, 1999

## TABLE OF CONTENTS

PURPOSE AND INTENT . . . . .	1
ARTICLE 1 - MANAGEMENT RIGHTS . . . . .	2
ARTICLE 2 - RECOGNITION: AGENCY SHOP AND DUES . . . . .	3
Section 1. Recognition. . . . .	3
Section 2. Agency Shop . . . . .	3
Section 3. Check off . . . . .	4
ARTICLE 3 - EXTRA CONTRACT AGREEMENTS . . . . .	6
ARTICLE 4 - SENIORITY . . . . .	7
Section 1. New Employees . . . . .	7
Section 2. Seniority List . . . . .	7
Section 3. Layoff - Recall . . . . .	7
Section 4. Controversies. . . . .	8
Section 5. Loss of Seniority . . . . .	8
Section 6. Shift Preference . . . . .	9
ARTICLE 5 - NON-UNIT WORK . . . . .	10
Section 1. Non-Unit Work . . . . .	10
ARTICLE 6 - DISCHARGE - DISCIPLINE - DISCRIMINATION . . . . .	11
Section 1. Discharge . . . . .	11
Section 2. Union Activities . . . . .	11
ARTICLE 7 - ARBITRATION AND GRIEVANCE PROCEDURE . . . . .	12
Section 1. Definition, Purpose, and Coverage . . . . .	12
Section 2. Limitations of Authority and Liability . . . . .	17
Section 3 . . . . .	18
Section 4 . . . . .	18
Section 5 . . . . .	18
Section 6 . . . . .	18
ARTICLE 8 - STEWARDS . . . . .	19
Section 1. Stewards . . . . .	19
Section 2. No Strike . . . . .	19
Section 3. Representation Time . . . . .	20
ARTICLE 9 - LEAVES OF ABSENCE . . . . .	21
Section 1 . . . . .	21
Section 2 . . . . .	21
Section 3 . . . . .	21
Section 4 . . . . .	21
Section 5. Military Leave . . . . .	21
Section 6. Jury Duty . . . . .	22
Section 7. Witness Fees . . . . .	23
Section 8. Union Leave . . . . .	23

Section 9 . . . . .	23
Section 10 . . . . .	23
Section 11 . . . . .	24
Section 12. Family Leave . . . . .	24
ARTICLE 10 - PAID TIME OFF . . . . .	25
Section 1 . . . . .	25
Section 2 . . . . .	26
Section 3 . . . . .	26
Section 4 . . . . .	26
Section 5 . . . . .	27
Section 6 . . . . .	27
Section 7 . . . . .	28
Section 8 . . . . .	28
ARTICLE 11 - TARDINESS . . . . .	29
Section 1 . . . . .	29
ARTICLE 12 - DISABILITY LEAVE . . . . .	30
Section 1 . . . . .	30
Section 2 . . . . .	31
Section 3 . . . . .	31
Section 4 . . . . .	31
ARTICLE 13 - MAINTENANCE OF STANDARDS . . . . .	32
ARTICLE 14 - INSPECTION PRIVILEGES . . . . .	33
ARTICLE 15 - POSTING - BULLETIN BOARDS . . . . .	34
Section 1 . . . . .	34
Section 2. Union Bulletin Boards . . . . .	34
ARTICLE 16 - INSURANCE . . . . .	35
Section 1. Health Insurance . . . . .	35
Section 2. Retiree Health Insurance . . . . .	35
Section 3. Dental Insurance . . . . .	37
Section 4. Life Insurance . . . . .	37
Section 5. Professional Liability Insurance . . . . .	38
Section 6. Option to Health Insurance Coverage . . . . .	38
ARTICLE 17 - WORKERS' COMPENSATION . . . . .	40
Section 1. Workers' Compensation . . . . .	40
Section 2 . . . . .	40
ARTICLE 18 - SEPARABILITY AND SAVINGS CLAUSE . . . . .	41
Section 1 . . . . .	41
Section 2 . . . . .	41
ARTICLE 19 - HOURS OF WORK, OVERTIME, AND PREMIUM PAY . . . . .	42
Section 1 . . . . .	42
Section 2 . . . . .	42

Section 3 . . . . .	42
Section 4 . . . . .	43
Section 5 . . . . .	43
Section 6 . . . . .	43
Section 7 . . . . .	42
Section 8 . . . . .	43
ARTICLE 20 - HOLIDAYS . . . . .	45
Section 1 . . . . .	45
Section 2 . . . . .	45
Section 3 . . . . .	45
Section 4 . . . . .	45
Section 5 . . . . .	46
ARTICLE 21 - GENERAL PROVISIONS . . . . .	47
Section 1. Job Openings . . . . .	47
Section 2. Job Classifications . . . . .	47
Section 3. Employee Identification Cards . . . . .	47
Section 4. Separation of Employment . . . . .	48
Section 5. Staff Meetings . . . . .	48
Section 6. Clothing, Glass Replacement . . . . .	48
Section 7. Kitchen Help . . . . .	48
Section 8. Security Protection . . . . .	48
Section 9. Meal Period . . . . .	48
Section 10. Mileage . . . . .	49
Section 11. General Safety . . . . .	49
Section 12. Professional Membership . . . . .	49
ARTICLE 22 - RETIREMENT . . . . .	50
Section 1. Retirement . . . . .	50
Section 2. Pension . . . . .	51
ARTICLE 23 - SPECIAL CONFERENCES . . . . .	52
ARTICLE 24 - EXAMINATION . . . . .	53
Section 1. Examination . . . . .	53
ARTICLE 25 - LONGEVITY PAY . . . . .	54
Section 1. Longevity Pay . . . . .	54
ARTICLE 26 - WAGE RATE PROGRESSION SCALE . . . . .	55

SUPERVISOR'S CONTRACT

JANUARY 1, 1996 through DECEMBER 31, 1999

THIS AGREEMENT, made effective the \_\_\_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF SAGINAW, a municipal corporation, having offices at 111 South Michigan Avenue, Saginaw, Michigan, and the JUVENILE DIVISION OF THE PROBATE COURT, 3360 Hospital Road, Saginaw, Michigan, hereinafter referred to as "EMPLOYER"; and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, DETENTION SUPERVISORS UNIT JUVENILE PROBATE COURT OF SAGINAW COUNTY, hereinafter referred to as "UNION."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the JUVENILE DIVISION OF THE PROBATE COURT OF THE COUNTY OF SAGINAW in its capacity as an Employer, its employees, the Union and the citizens of the County of Saginaw, Michigan.

ARTICLE 1

MANAGEMENT RIGHTS

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe reasonable departmental rules and regulations, to decided the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated.

The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as the Constitution and the laws of the State of Michigan and the Constitution of the United States.

ARTICLE 2

RECOGNITION: AGENCY SHOP AND DUES

Section 1. Recognition.

- A. The Employer recognizes and acknowledges that the Union is the exclusive representative and collective bargaining representative in respect to rates of pay, hours of work, and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all full-time Detention Supervisors, but excluding all full-time Detention Youth Care Specialists, the Senior Supervisor, Assistant Director, Superintendent, Kitchen Staff, Kitchen Supervisor, medical personnel, custodial, maintenance, on-call Detention Youth Care workers, and all other employees.
- B. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit. However, this shall not apply to on-call part-time employees.

Section 2. Agency Shop.

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.
- B. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent the he receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether

or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

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

- C. In accordance with the policy set forth under paragraphs A. and B. of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees such payments shall commence immediately and for new employees the payment shall start thirty-one (31) days following the date of employment.
  
- D. If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3. Check off.

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, and/or uniform assessments of the Union and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws



require written authorization by employees, the same is to be furnished in the form required.

The Union shall certify to the Employer in writing the required authorization dues check-off form from each employee showing the amount to be deducted for each month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member by the dues check-off form and remit to the Union in one lump sum and send such amount to the Governmental Employees Labor Council, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083.

The Employer shall add to the list submitted to the Union, the names of all regular and new full-time employees hired since the last list was compiled and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

The Employer will recognize for deductions from wages, to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized of in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct by the Employer for the purpose of complying with this Article.

ARTICLE 3

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 4  
SENIORITY

Section 1. New Employees.

New employees hired in the unit on a full-time basis shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

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 2 of this Agreement, except discharged and disciplined employees for other than Union activity.

Section 2. Seniority List.

The Employer shall post or provide a current updated list of the employees arranged in order of their seniority.

Section 3. Layoff - Recall.

- A. The parties agree that a bona fide occupational qualification exists in the male and female units and consequently, in reducing the work force because of lack of work or other legitimate cause, classification seniority by gender may be considered. In the event gender is irrelevant, seniority shall prevail in the layoff and recall of employees.

Supervisory employees subject to layoff may exercise their bargaining unit seniority and bump a less senior Detention Youth Care Specialist in his/her respective unit, provided

she/he has the greater unit seniority and provided further, she/he can perform the available work.

The last employee laid off in the male units shall be the first to be recalled to the male units, and the last employee laid off in the female unit shall be the first to be recalled to the female unit.

- B. In the event of a layoff, an employee so laid off shall be given ten (10) calendar days notice of recall mailed to his last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

#### Section 4. Controversies.

Any controversy over seniority standing of any employee or the seniority list may be submitted to the grievance procedure.

#### Section 5. Loss of Seniority.

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

- A. Voluntary quit.
- B. Discharge for cause and not return to work through the grievance procedure.
- 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 of layoff or absence because of illness or injury for three (3) years, whichever is shorter, provided however, that absence due to compensable disability incurred during the course of employment shall not

break continuous service, provided the employee has returned to work within five (5) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.

- D. Absence from work for a period of three (3) consecutively scheduled work days without notification to the Employer.
- E. Retirement.

Section 6. Shift Preference. In January of each year, employees shall select which regular shift they work in accordance with their seniority. Where an employee returns to work with medical restrictions and is assigned to the third (3rd) shift, the displaced third shift employee shall be assigned to the regular shift of the medically restricted employee, except however, the displaced third shift employee may exercise his/her seniority to bump the least senior employee in the same classification on another shift. The bumped employee shall be assigned the regular shift of the medically restricted employee.

Reassignment to the third shift or other work assignment due to medical restrictions is at the employer's discretion.

ARTICLE 5  
NON-UNIT WORK

Section 1. Non-Unit Work.

Employees who leave the classifications of work covered by this Agreement, but remain in the employ of the Employer, Saginaw County Probate Court, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit provided such return occurs within thirty (30) days of initial departure.

ARTICLE 6

DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. Discharge.

The Employer may discharge or suspend any employee, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such suspension or discharge is dishonesty or drunkenness or other serious misconduct. The warning notice as herein provided shall not remain in effect for a period of more than two (2) years from the date of said warning notice. Suspension or warning notice must be made in proper written form to the employee and the Union.

Section 2. Union Activities.

Any employee, member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for their acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 7  
ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. Definition, Purpose, and Coverage.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow downs, walkouts or any cessation of work, or lock outs. Grievances shall be limited to matters of interpretation or application of this Agreement.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event a matter cannot be settled in this manner, the question may be submitted to the grievance procedure as herein provided.

Any employee having a grievance shall present it to the Employer in the following manner:

- Step 1 - Oral Complaint. Any person deemed to be aggrieved by a decision of management shall have the right to orally inform the senior supervisor within three (3) days of said event. Said senior supervisor shall have three (3) days in which to give an oral response to said grievance.
- Step 2 - Written Response. Any person who deems himself aggrieved by any action on the part of management shall have the right to reduce said grievance in writing within five (5)



days of its occurrence and shall submit same to the senior supervisor within five (5) days of said occurrence. Said senior supervisor shall have seven (7) working days to make a written response to the grievance.

Step 3 - In the event the grievance is not adjusted in either Step 1 or Step 2, then said grievance shall be reduced to writing and given to the Assistant Superintendent within five (5) working days of receipt of the response in Step 2. The Assistant Superintendent shall have full authority to resolve said grievance. The Assistant Superintendent shall notify the grievant in writing of their answer within seven (7) days of receipt of said grievance.

Step 4 - In the event the grievance has not been adjudicated in Step 3, then the Assistant Superintendent or the grievant shall have cause to present the grievance to the Superintendent of Detention within five (5) working days of receipt of an answer in Step 3. The Superintendent of Detention shall have fourteen (14) working days from receipt of said grievance in which to render a decision. In the event the Superintendent is not able to render a decision within fourteen (14) working days, then the Superintendent upon written notification to the Union of same shall automatically have an additional seven (7) working days in which to answer said grievance.

Step 5 - In the event said grievance is not resolved as contemplated in Step 4 above, then the grievant or the Superintendent shall have seven (7) working days from receipt of the answer to file with the Michigan Employment Relations Commission for mediation. Both sides shall write a letter to the Michigan Employment Relations Commission requesting that a representative be

sent for the purpose of mediating said grievance. It is agreed by and between the parties that the Michigan Employment Relations Commission shall have the right to fully decide all matters before it, and it is furthermore agreed by and between the parties that in the event either party is aggrieved by the decision of the Michigan Employment Relations Commission, they shall have twenty-one (21) days from receipt of said notice of the decision of the Michigan Employment Relations Commission to file for arbitration with the Federal Mediation and Conciliation Service.

Step 6 - Arbitration. In the event of failure to adjust the grievance prior to this point, either party may, within twenty-one (21) days of a decision of the Michigan Employment Relations Commission, appeal to an impartial arbitrator. Notice of appeal of such grievance to the arbitrator by the Union shall be given in writing to the Employer. In cases of appeal to the arbitrator by the Employer, notice of such appeal will be given in writing to the Union. Upon receipt of request for arbitration by either party, the other shall be obligated to proceed in the following manner:

- A. The parties shall attempt to agree upon an arbitrator.
- B. If the parties fail to agree upon an arbitrator within five (5) working days from the date of receipt of the request for arbitrator, the party requesting the arbitration shall, within ten (10) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary arbitration rules then in effect. Both parties shall have the right to alternately strike

arbitrators until such time as an arbitrator can be agreed upon.

- C. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to change, alter, modify, add to or in any way disrupt the terms of the contract. The arbitrator shall have the power and jurisdiction to determine whether or not a grievance, dispute, or complaint is arbitrable under the terms and conditions of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without recommendation.
- D. The arbitrator shall conduct a hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.
- E. The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.
- F. The arbitrator's fees and travel expenses shall be borne equally by the parties. The fees and wages

of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

Step 7 - If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within fifteen (15) working days of receipt of arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The party shall then appeal to the Chief Judge of the Probate Court for Saginaw County to hear the grievance de novo. The parties shall proceed in the following manner:

- A. The hearing shall be conducted in the manner prescribed by the hearing judge. The findings and recommendations of the arbitrator shall be admissible as evidence by either party. The hearing shall be held within thirty (30) calendar days upon notice to the Chief Judge of Probate.
  
- B. The Judge shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but shall not have the power to alter, change, or modify the terms of the contract. The hearing judge shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without decision. The decision of the hearing judge shall

be final and binding on both parties as to any and all matters.

- C. The hearing judge shall submit their decision in writing to both parties within thirty (30) calendar days from the date of the conclusion of the hearing or at such time as the court needs in order to render a decision.

Section 2. Limitations of Authority and Liability.

- A. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.

However, in all cases of any illegal strike, slowdown, walkout, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members.

While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such time period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline. Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

B. Grievance Rules.

For purposes of this Article, working days are defined as Monday - Friday, excluding holidays.

Time limits may be extended in the grievance procedure by mutual agreement of the parties in writing. Written

grievances shall be signed by the grievant and either the Chief Steward or Alternate, and/or the Union Field Representative unless the grievant is unable to sign the grievance because of extenuating circumstances. Grievances affecting more than one bargaining unit employee may be signed by the Chief Steward or Alternate and filed as a class action grievance.

Section 3.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any illegal strike, slowdown, walkout or any other illegal cessation of work, and such Union member shall not be entitled to have any recourse to any other provision of this Agreement.

Section 4.

Should either party not accept and abide by the procedure set forth in this Article or the decisions resulting therefrom, then in such instance, either party shall have the right of other legal recourse.

Section 5.

The cost of the impartial arbitrator shall be shared equally by the Employer and the Union.

Section 6.

Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 7 of the Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE 8

### STEWARDS

#### Section 1. Stewards.

The Employer recognizes the right of the Union to designate a Chief Steward and alternate from the Employers seniority list. The authority of the Chief Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated employer representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
  - a. have been reduced to writing; or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with Employer's business.

#### Section 2. No Strike.

The Chief Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the Chief Steward and alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Chief Steward or his alternate has taken strike action, slowdown or work stoppage in violation of this Agreement.

Section 3. Representation Time.

The Chief Steward or alternate shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours, and where mutually agreed to by the Union and the Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

The Chief Steward shall be granted super-seniority for layoff and rehire purposes.



ARTICLE 9  
LEAVES OF ABSENCE

Section 1.

Employees shall be eligible to apply for leaves of absence after completion of their probationary period (six (6) months) of service with the Employer. Leaves of absence are for employees who, in addition to their personal and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Section 2.

Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Superintendent of Detention. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Assistant Superintendent of Detention shall indicate his/her approval or disapproval and return the decision to the employee with notification to the Union as noted in Section 3.

Section 3.

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

Section 4.

An employee on an approved leave of absence will continue to accumulate seniority however, the time shall not count toward progression on the pay scale, holiday pay, funeral leave or PTO accrual.

Section 5. Military Leave.

Except as herein provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

- A. Whenever employees who are members of the National Guard, Naval Reserves, Army Reserves, Marine Reserves, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. The employee shall receive the difference between his/her regular salary and that received from such training. Such leave time shall not exceed two 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 employee other than a temporary employee who enters into the armed forces of the United States, shall, if he/she otherwise qualifies under Federal law, be entitled to the reemployment rights set forth in Act of December 3, 1974, P.L. 93-508, being 38 USCS 2021-2026.

Section 6. Jury Duty.

Employees shall be granted a leave of absence with pay when they are required to report to the Courthouse for jury duty.

- A. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time spent in jury services. Seniority and benefits will continue to accrue for the employee while on jury duty. Employees will be paid for the full day less amount received for jury duty.
- B. Employees shall be granted paid leave regardless of the shift they are working, provided, that an employee is actually summoned to appear as a juror. Employees who are merely asked to be placed in a jury pool but do not have to report to a jury assignment, shall not be paid. Employees shall inform their supervisor of:
  - 1. The alphabetical jury pool that they are placed in and;
  - 2. The date and times to which they are to report.

Section 7. Witness Fees.

Employees required either by the County of Saginaw or any other agency to appear before a court or such agency on any matter 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 with pay (as set forth in the following paragraph) for the period during which they are required to be absent from work.

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

Section 8. Union Leave.

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. No more than one (1) employee at any one time shall be granted Union leave, except by approval of the Superintendent.

Section 9.

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 Employer and the employee before such leave starts.

Section 10.

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

Section 11.

In the event of a death in the employee's immediate family, i.e., mother, father, sister, brother, grandparents, spouse, child, stepchild, grandchild, legal guardian, or parent-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 three (3) consecutive days. The Employer may grant an extension of leave, with or without pay for extenuating circumstances.

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

If death occurs more than three hundred (300) miles from the County Building, the employee will be granted an additional two (2) days total for travel.

Section 12. Family Leave.

Policy shall be in accordance with standard County policy.

ARTICLE 10  
PAID TIME OFF

Section 1.

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

- Non-probationary employees with more than six (6) months and less than three (3) years of service shall accrue PTO in the amount of seventeen (17) days per year. Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period, which is generally six (6) months.
- Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of nineteen (19) days per year.
- Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of twenty-one (21) days per year.
- Employees with ten (10) but less than fifteen (15) years of service shall accrue PTO in the amount of twenty-three (23) days per year.
- Employees with fifteen (15) but less than twenty (20) years of service shall accrue PTO in the amount of twenty-five (25) days per year.
- Employees with twenty (20) years or more of service shall accrue PTO in the amount of twenty-seven (27) days per year.

Employees who were members of the bargaining unit in the prior collective bargaining agreement and who continue as members of the bargaining unit at the time of ratification shall receive three days of credit to their current PPO bank for each year worked in 1994, 1995 and 1996. If an employee used disability leave in a particular year, then that time shall be reduced per year by the day or days taken.

Section 2.

The number of PTO hours carried forward into a new calendar year shall be unlimited.

Section 3.

Upon termination of employment due to resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of twelve hundred (1,200) hours (maximum payment of 600 hours at employee's current rate of compensation) through date of termination that such employee has accrued.

Section 4.

PTO time will be used in the following manner. There will be three (3) sub-categories of PTO time: STO for scheduled time off; UTO for unscheduled time off; and DTO for discretionary time off.

STO Scheduled time by classification and affected shifts, will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, after December 1st, each employee shall indicate on a yearly calendar his/her first, second and third in reference to priority, PTO requests, said requests shall be submitted no later than January 1st. After January 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. The supervisor will notify employees of STO periods within a reasonable time after January 1st, for the applicable year.

Annual PTO use is limited to twice the amount of time that can be accrued in a year.

DTO Discretionary time, personal leave necessary from time to time that is scheduled forty-eight (48) hours in advance may be scheduled in any year with the approval of the supervisor and

provided that it is for no less than eight (8) hours in length. Approval of more than an eight (8) hour period of continuous leave is dependent on the availability of replacement help and the approval of the supervisor.

UTO Unscheduled time off is limited to sixty-four (64) hours per year on an as-needed basis for emergency situations. After the use of sixty-four (64) hours unscheduled leave, emergency absences will not be paid and will be referred to the progressive discipline process.

If an employee starts a leave period by utilizing unscheduled time off (failure to provide thirty-six (36) hours advance notice with supervisory approval) any additional continuous time off will require Employer approval. Failure to receive Employer approval will result in all time off being counted toward the sixty-four (64) hour unscheduled time off limit.

#### Section 5.

PTO time will be paid at the current rate of the employee at the time the time 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 6.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his scheduled time off (STO or DTO), his time off (STO or DTO) 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 7.

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

Section 8.

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, provided the scheduled PTO covers five (5) or more continuous scheduled work days.



ARTICLE 11  
TARDINESS

Section 1.

The Employer retains the right to establish policy and procedure regarding tardiness independent of the sixty-four (64) hours allowed for unscheduled time off, within the PTO article in this collective bargaining agreement.

ARTICLE 12  
DISABILITY LEAVE

Section 1.

The following employees shall be eligible for disability leave subject to approval of the Employer:

- A. Regular full-time employees with six (6) months or more of service shall be eligible for Long-Term Disability subject to the following condition.
  
- B. An employee unable to work for reason(s) of accidental non-work related injury or illness shall be paid fifty percent (50%) of his/her basic weekly gross wage, following a disability which has existed for thirty (30) working days, for up to (2) years or the employee's department seniority, whichever is the lesser, of a continuing disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than two (2) years 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.
  
- 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; when the treating physician's statement of disability expires and an extension

is not provided; when the employee retires under MERS as a result of disability or normal service retirement.

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 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.

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

- E. PTO time may be used to supplement disability payments up to one hundred percent (100%) of the employee's normal weekly gross wage.

Section 2.

An employee who finds it necessary to be absent from his or her work shift due to illness shall notify a supervisor at least two (2) hours prior to the beginning of that duty shift.

Section 3.

Evidence of such a sickness or injury may be required to the satisfaction of the Department.

Section 4.

Hospitalization and Dental insurance will continue during the period of disability with the employee participation at the regular cost share rates. Life insurance will continue at no cost to the employee during the period of disability.

ARTICLE 13  
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest 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. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 14  
INSPECTION PRIVILEGES

Authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however that there is no interruption of the Employer's working schedule. The agent will schedule his visit in advance with the Juvenile Home Superintendent.

ARTICLE 15  
POSTING - BULLETIN BOARDS

Section 1.

Each employee shall be furnished a copy of this contract by the Union.

Section 2. Union Bulletin Boards.

The Employer agrees to provide suitable space for the Union bulletin board. Posting by the Union on such boards is to be confined to official business of the Union.

## ARTICLE 16

### INSURANCE

#### Section 1. Health Insurance.

The Employer shall pay the group premium, except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for full-time employees and their authorized dependents as defined by the insurance carrier effective on the first billing date subsequent to completion of six (6) months (180 days) qualifying service.

Eligible employees will be enrolled in the program currently known as PPO2. The plan shall provide the prescription plan known as Preferred Rx. The Employer reserves the right to change carriers by providing comparable coverage or discontinuing coverage with a carrier for reasons of cost or service.

The Saginaw County Health Care Program shall be maintained at a level of coverage which is comparable to the level of coverage provided by the Saginaw County Health Care Program on February 1, 1996. In the event that the Saginaw County Health Care Program is discontinued, altered or changed, the Employer shall provide coverage comparable to the coverage provided by the Saginaw County Health Care Program on February 1, 1996.

#### Section 2. Retiree Health Insurance.

A full-time employee hired prior to the effective date of this contract retiring from Saginaw County employment and her/his 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 and the employee agrees to participate in the employee's share program outlined in the table below. An employee hired after the effective date of this contract retiring from Saginaw County employment shall be eligible for single coverage for

the employee when retiring 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 retirement and the employee agrees to participate in the employee's share program provided below. Employees may purchase insurance for non-covered eligible dependents at group rates at their option. Retirees and authorized covered dependents shall have Traditional Blue Cross/Blue Shield of Michigan provided through the Health Care Management Single Provider System of Saginaw County or they may elect to continue with the PPO program within which they are enrolled at retirement. A one time transfer will be allowed from the PPO program to Traditional Blue Cross prior to age 65 at the employee's request. Retirees who become eligible for Medicare must be enrolled in both Part A and Part B in order to receive complimentary benefits under the County's plan. (If such benefits are offered) Retirees and authorized dependents age 65 and over shall be converted to Medicare Complimentary Coverage and must register for both Parts A and B of Medicare. An employee who retires after 1996 shall contribute to the payment of health insurance premium required for coverage of the employee and eligible spouse. The employee's share shall be a percentage as indicated in the following chart:

<u>FULL TIME</u> <u>Years of Service</u>	<u>Employer Pays</u>	<u>Employee Pays</u>
6	20%	80%
7	25%	75%
8	30%	70%
9	35%	65%
10	40%	60%
11	45%	55%
12	50%	50%
13	55%	45%
14	60%	40%
15	65%	35%
16	70%	30%
17	75%	25%
18	80%	20%
19	85%	15%
20 & over	90%	10%



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

Section 3. Dental Insurance.

The Employer agrees to pay the premium, except as otherwise provided in this Article, for a dental plan for employees and authorized dependents comparable to the Delta Dental Plan of Michigan as follows:

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

Waiting period: Employees who are eligible shall be covered on the first billing date following six (6) months of eligible employment.

Percentage:

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

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

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

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

Section 4. Life Insurance.

Effective as soon as the insurance company can process the benefit ratification the Employer shall pay the full premium for group term life insurance providing coverage to each full-time 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 services.

Section 5. Professional Liability Insurance.

The Employer shall provide, at no cost to the employee, a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in the relation to matters committed by law to the employee or to the Employer under whose authority the employee is acting, 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 for the general liability per occurrence) and shall include the cost of defense, including attorney fees.

Section 6. Option to Health Insurance Coverage.

An employee who is eligible for enrollment in a County health insurance program may choose to receive seventy-five dollars (\$75) per month in lieu of such insurance coverage; provided, however, the employee provides proof of another source of insurance and signs a statement attesting to said insurance coverage, and is not covered as a dependent on a County paid health plan.

If an employee's status changes such that she/he is no longer eligible for coverage under another policy (divorce, death of spouse, etc.) the employee may re-enter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage due to the employee not notifying the County in a timely manner, or for any other reason not directly attributable to

the County, the County shall in no way be held liable for health coverage during such lapse.

ARTICLE 17  
WORKERS' COMPENSATION

Section 1. Workers' Compensation.

An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven (7) calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall reimburse the County for the amount of overpayment. Reimbursement may be made by assignment to the County on the employee's behalf of future monies due to the employee from the insurance company in the amount of the overpayment. The Employer agrees to cooperate toward the prompt settlement of employee's on the job injury and sickness claims. Hospitalization and dental insurance will continue during the period of disability for a period not to exceed one (1) year with the employee participation at the regular cost share rates. Life insurance will continue at the same rate for a period not to exceed one (1) year.

Section 2.

All employees shall be covered by the applicable Workers' Compensation law. At the employee's option, to be designated once at the beginning of the injury term, PTO banks may be used to supplement the Workers' Compensation benefits up to, but not to exceed, their regular level of take home pay.

The County reserves the right to report as a lost fringe benefit all benefits permitted by law to be reported as such. These include Health, Dental, Life Insurance, Time Off Accrual, Longevity.

ARTICLE 18  
SEPARABILITY AND SAVINGS CLAUSE

Section 1.

In the event that any provision of the Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 19

HOURS OF WORK, OVERTIME, AND PREMIUM PAY

Section 1.

All employees covered by the labor agreement shall be guaranteed forty (40) hours work or pay during any week they are scheduled to work and they report to work as scheduled. The forty (40) hour guarantee does not apply to part-time employees. The work week consists of seven (7) consecutive calendar days beginning on Sunday and terminating on the following Saturday. In the event that any employee does not work of his volition during one of his regularly scheduled days, or is not scheduled to work due to a paid holiday, his weekly guarantee shall be reduced on the basis of eight (8) hours for each day.

Section 2.

The rate for overtime shall be time and one-half times the employee's regular hourly rate as contained in the Wage Rate Progression Schedule, Article 24. Overtime shall be paid for all hours actually worked over forty (40) in the normal work week or over eight (8) hours worked in the normal day. Consecutive shifts shall be treated as occurring in the same day. Any employee who begins a shift on one calendar day and finishes the shift on the following calendar day shall be paid for the entire shift at the rate applicable to the first hour of the shift.

Section 3.

Payment for time not worked, except scheduled time off (STO) and discretionary time off (DTO) granted following appropriate (proper notice, ability to fill and approved by a supervisor) request procedures is excluded from overtime computation. Pyramiding of overtime is forbidden. Weekly overtime premiums shall not be paid for hours already paid under daily overtime or holiday premium rates.

Section 4.

An employee shall be personally contacted for overtime work by a shift supervisor or other management employee. An employee accepting overtime must accept all hours offered. Overtime shall be assigned on a seniority basis by classification within each unit (A and B; C).

Section 5.

The Employer shall continue to use on-call, part-time non-bargaining unit employees when deemed necessary and shall utilize the services of such employees to fill in for regular full-time employee absences at straight time rate prior to assigning overtime to regular full-time employees.

Section 6.

No overtime shall be permitted without the authorization of an employee's supervisor. When additional hours are required, the Employer shall first exhaust the on-call, non-bargaining unit employees. If additional hours are still required, which would result in time and one-half payment for such additional hours, then the regular seniority employees services shall be exhausted before scheduling on-call employees for such time and one-half hours. The Employer retains the right to order daily overtime as required in emergency situations and personnel shortages.

Section 7.

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time that the employee punches in at work until the time he punches out from work, in accordance with the employee's scheduling by his/her supervisor.

Section 8.

All regular employees covered by this Agreement shall be paid in full biweekly. Each employee shall be provided with an itemized

statement of gross earnings and an itemized statement of all deductions made for any purpose.



ARTICLE 20

HOLIDAYS

Section 1.

Employees shall be paid eight (8) hours pay (holiday pay) at the straight time rate for the following holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (3rd Monday n January)
- President's Day (3rd Monday in February)
- Good Friday (4 hours)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veterans Day
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve Day (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

Holidays shall be celebrated on the actual day.

Section 2.

Employees required to work on the above enumerated holidays shall receive pay at the rate of time and one-half (holiday premium) in addition to holiday pay, provided they comply with the qualifications set forth hereinafter.

Section 3.

In order to qualify for holiday pay, an employee must work his/her scheduled day immediately preceding and following the holiday or be on an approved scheduled time off (STO) period or discretionary time off (DTO) period. An employee who schedules a STO or DTO period on the day of a holiday shall not be paid holiday pay, except as provided in Article 10.

Section 4.

An employee who calls in utilizing unscheduled time off (UTO) on a holiday on which he/she is scheduled to work shall not receive holiday pay. Unscheduled time off (UTO) is defined in Article 10.

Section 5.

Holidays to which holiday pay will be available to qualified employees are set forth by the specific date above noted in Section 1 of this Article.

ARTICLE 21  
GENERAL PROVISIONS

Section 1. Job Openings.

In the event of job openings covered by this Agreement, the Employer will give consideration to employees based upon their qualifications, experience and seniority.

In considering employees for job openings, the Employer will not discriminate against employees because of their sex, color, creed or ethnic origin.

Section 2. Job Classifications.

Any employee transferred from a lower classification to a higher classification for one (1) hour or more shall receive the rate of pay established for the higher classification. If more than four (4) hours are worked in the higher classification, the employee shall be paid for all hours worked that day at the higher classification rate.

Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period, except in the case of reassignment because of a work restriction as a result of an on-the-job injury, then the employee may be paid at the rate assigned the job being performed.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

Section 3. Employee Identification Cards.

The Employer shall furnish employees identification cards to establish identity as employees of the facility.

Section 4. Separation of Employment.

Upon discharge or resignation, the Employer shall pay all monies due to the employee on the pay day in the week following such quitting.

Section 5. Staff Meetings.

Staff meetings required by the Employer shall be considered work time, and employees shall be paid for such time. Such meetings will be held in a private room. Employees shall receive a minimum of two (2) hours pay when called in for staff meetings not in conjunction with their regular shift.

Section 6. Clothing, Glass Replacement.

The Employer shall pay the usual and customary cost of repairing an employee's glasses or clothing which are damaged at work during an inmate altercation in which the inmate is being restrained or an incident caused by an inmate, provided a written report is made by the end of the shift in which the altercation occurred.

Section 7. Kitchen Help.

Kitchen help shall not in any way restrict or interfere with the duties of employees under this contract.

Section 8. Security Protection.

The County shall provide security personnel for the protection of employees during visiting hours.

Section 9. Meal Period.

First and second shift employees shall have their meals furnished by the Employer. Employees will not have a non-working unpaid meal period; the present practice of eating while on duty shall be retained.

Section 10. Mileage.

Mileage and travel policy shall be in accordance with standard County policy.

Section 11. General Safety.

The Employer and Union will meet in regard to safety issues by using the special conference section of this collective bargaining agreement. Employees shall advise the Employer of safety issues in writing prior to the conference date and time.

Section 12. Professional Membership.

The Employer shall make available group membership in the Association of Corrections Administrators (ACA) to all bargaining unit members.

ARTICLE 22  
RETIREMENT

Section 1. Retirement.

All new hires eligible as members of the Saginaw County Juvenile Court will become members of the Saginaw County Defined Contribution Plan (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:

<u>Service Time</u>	<u>Retained by Employee</u>
Up to 36 months	0%
37 months to 48 months	25%
49 months to 60 months	50%
61 months to 72 months	75%
73 months Plus	100%

Ten (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.

The County is offering to the Governmental Employees Union the Saginaw County Defined Contribution Plan with ICMA to existing employees who are not currently vested in MERS provided the employee irrevocably waives all benefits to the MERS program. This offer is subject to the availability of County funds and must be exercised within 90 days of contract effective date.

Section 2. Pension.

Effective upon the ratification of this Agreement the Employer shall provide the following MERS pension plan:

B3, 55/20, FAC5, V6

ARTICLE 23  
SPECIAL CONFERENCES

Special conferences between the parties' representatives shall be arranged to discuss important matters. Either party may request a special conference by sending the other party a written request for the conference, outlining the issue(s) on an agenda, to be discussed. Either party may have up to three representatives present at the meeting. Bargaining unit representatives will not lose any wages for time spent while at the meeting. Meetings shall be held no later than two (2) weeks after receipt of request for the special conference as received by either party, unless otherwise agreed. The purpose for a special conference is for the parties to attempt to mutually resolve problems that may arise and shall not be used for purpose of collective bargaining on contract issues. There shall be no more than three (3) special conferences annually. No issues raised by this provision shall be subject to the terms and conditions of the collective bargaining agreement.



ARTICLE 24  
EXAMINATION

Section 1. Examination.

Physical, mental or other examinations required by a governmental body of the Employer shall be promptly complied with as a condition of employment. Juvenile Home employees are required by law to have annual physicals. Juvenile Home employees will receive a written notice from the Superintendent of Detention or the Detention Medical Department that an annual physical is due. From the time the notification, each employee shall have forty-five (45) days to complete his/her physical requirements and return the completed report to the Superintendent of Detention or his designee. The Detention Facility will provide a doctor to complete the physical which would be paid for by the Employer. The Employee may elect to have his/her personal physician perform the annual physical. In that case, the employee will pay for the examination or, if covered, the employee's insurance will pay for the examination. The Employer shall pay only for the time actually spent in a doctor's office (not to exceed two (2) hours) and not for any transportation costs to and from the doctor's office for the purpose of completing the physical. Employees will not schedule their physical examination during working hours unless approval is received from the Superintendent of Detention or his designee prior to scheduling the physical examination.

ARTICLE 25  
LONGEVITY PAY

Section 1. Longevity Pay.

Employees who have completed five (5) or more years of continuous service as of December 1st of each year shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service\* as of December 1st of each year. Regular full-time employees shall receive seventy dollars (\$70) for each full year of continuous service.

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

\*Continuous service will be considered broken if an employee missed an entire year or partial year of service due to a bona fide workers' compensation injury or disability leave. In such cases the employee would receive longevity payment on a pro rata basis for the number of completed months worked since the previous December 1st.

ARTICLE 26

WAGE RATE PROGRESSION SCALE

DETENTION SUPERVISOR						
YEAR	START	6 MOS	1 YEAR	2 YEAR	3 YEAR	ANNUAL % INCREASE
1992	22,126	23,096	24,072	25,043	26,013	0.00
1993	22,126	23,096	24,072	25,043	26,013	0.00 Annual
	851.00	888.31	925.85	963.19	1000.50	Biweekly
	10.64	11.10	11.57	12.04	12.51	Hourly
1994	23,232	24,251	25,276	26,295	27,314	0.05 Annual
	893.55	932.72	972.14	1011.35	1050.53	Biweekly
	11.17	11.68	12.15	12.64	13.13	Hourly
1995	24,394	25,463	26,539	27,610	28,679	0.05 Annual
	938.23	979.36	1020.75	1061.92	1103.05	Biweekly
	11.73	12.24	12.78	13.27	13.78	Hourly
1996	25,128	26,227	27,336	28,438	29,540	0.03 Annual
	968.38	1008.73	1051.38	1093.77	1136.15	Biweekly
	12.08	12.61	13.14	13.67	14.20	Hourly
1997	25,880	27,014	28,156	29,291	30,426	0.03 Annual
	995.38	1,038.99	1,082.93	1,126.58	1,170.24	Biweekly
	12.44	12.99	13.54	14.08	14.63	Hourly
1998	26,658	27,824	29,001	30,170	31,339	0.03 Annual
	1,025.24	1,070.16	1,115.41	1,160.38	1,205.35	Biweekly
	12.82	13.38	13.94	14.50	15.07	Hourly
1999	27,458	28,659	29,871	31,075	32,279	0.03 Annual
	1,055.99	1,102.27	1,148.88	1,195.19	1,241.51	Biweekly
	13.20	13.78	14.36	14.94	15.52	Hourly

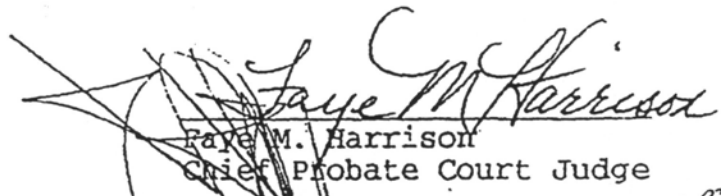
NOTES:

- (1) WAGE SCALE CHANGES BECOME EFFECTIVE JANUARY 1 OF THE SUBJECT YEAR.
- (2) INDIVIDUAL PROGRESSION ON THE SCALE IS BASED ON APPLICABLE TIME IN SERVICE
- (3) FIGURES IN DOLLARS AND ROUNDED.


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

EMPLOYER:  
SAGINAW COUNTY JUVENILE HOME

Dated: 12-9-97

  
Faye M. Harrison  
Chief Probate Court Judge

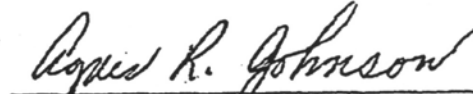
Dated: 12-23-97

  
Edward E. Mason, Chairman  
Board of Commissioners

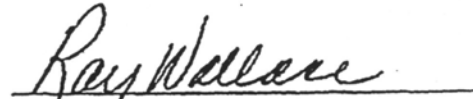
*sign here please*

UNION:  
GOVERNMENTAL EMPLOYEES LABOR COUNCIL:

Dated: 1-14-98

  
Agnes R. Johnson  
Chief Steward

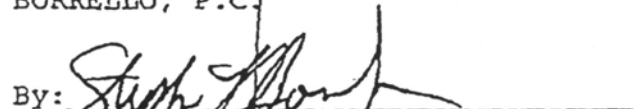
Dated: 11-12-97

  
Ray Wallace  
Business Agent

EMPLOYER:  
APPROVED AS TO FORM ONLY:

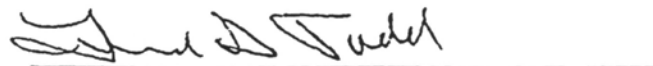
Dated: 9 Decmbr 1997

JENSEN, GILBERT, SMITH &  
BORRELLO, P.C.

By:   
STEPHEN L. BORRELLO (P37368)  
Attorney for Employer

APPROVED AS TO FORM AND CONTENT:

Dated: 12/25/97

  
FRED D. TODD - SAGINAW COUNTY  
CONTROLLER