

LABOR AGREEMENT BETWEEN THE
 70th DISTRICT COURT
 AND
 COUNTY OF SAGINAW
 AND
 DISTRICT COURT PROBATION OFFICERS
 REPRESENTED BY
 GOVERNMENTAL EMPLOYEES LABOR COUNCIL

Approval Date, September 17, 1996

Term of Contract

1/1/95---12/31/98

(Saginaw County) 70th District Court

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AGREEMENT

THIS AGREEMENT, entered into on _____, 199⁶ between the Saginaw County 70th District Court and the Saginaw County Board of Commissioners, hereinafter collectively referred to as the "Employer," and the Governmental Employees Labor Council, Saginaw County 70th District Court Probation Officers Unit, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive representative of all full-time regular employees of the Court classified as Probation Officers and Community Service Work Coordinator employed by the Employer for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the operations of the Employer, and its respective departments, is solely a responsibility of the Employer, and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Employer, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or the United States of America.

Section 2. In addition to all such rights conferred by law, the Employer and its department heads reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings; the work to be performed within the bargaining unit; the amount of supervision necessary; the methods of operation; the schedules of work; the right to purchase work, processes or services of others; the selection procurement; design, engineering and control of tools, equipment and materials; the discontinuance of any services, material or methods of operation; the quantity and quality of service; the right to hire, suspend, demote, discharge for just cause, assign, promote, or transfer employees; to determine the amount of overtime, if any, to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to direct the work force, assign work and determine the number of employees assigned to each job classification; to establish, change, combine or discontinue job classifications; and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations.

ARTICLE 3 - UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the bargaining unit, at the time this Agreement becomes effective and after thirty-one (31) days after the start of their employment in the bargaining unit with the Employer, either shall become members of the Union and pay the Union dues uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 2. Payroll Deduction of Union Dues or Service Fees. The Employer agrees to deduct Union membership dues or a service fee equivalent to the periodic dues uniformly required of Union members levied in accordance with the constitution and by-laws of the Union from each employee covered by this Agreement who executed a proper check-off form. Authorization forms shall be furnished by the Union.

Section 3. Check-off Authorization. A properly executed copy of the written check-off authorization form for each employee for whom Union dues or service fee equivalent are to be deducted here under shall be delivered to the Employer before any payroll deductions are made. Deductions thereafter shall be made only under the written check-off authorization forms which have been properly executed and are in effect.

All authorizations filed with the Employer prior to the fifteenth (15th) of the month shall become effective the following month, provided the Employer has sufficient earnings to cover the dues or service fee, whichever is applicable. An authorization filed thereafter shall become effective with the employee's first (1st) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the Governmental Employees Labor Council Treasurer no later than the fifteenth (15th) day of each month.

Section 4. Notification. The Union shall notify the Employer in writing of the proper amount of Union dues and the service fee equivalent to periodic dues and any subsequent changes in amounts. The Employer agrees to furnish the Governmental Employees Labor Council Treasurer a monthly record of those employees for whom deductions have been made together with the amount deducted.

Section 5. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or the service fee provided herein.

ARTICLE 4 - REPRESENTATION

Section 1. Unit Chairperson. The Employer hereby agrees to recognize one (1) unit chairperson and one (1) alternate chairperson. The unit chairperson must be a full time bargaining unit Union member with at least one (1) year of seniority. It shall be the function of the unit chairperson to meet with representatives of the Employer for purposes of negotiations and in accordance with the procedures established in the grievance procedure of this Agreement.

Section 2. Alternate Chairperson. The alternate chairperson shall function only in the absence of the unit chairperson.

Section 3. Notice. The Union shall notify the Employer, in writing, of the names of the unit chairperson and alternate chairperson and any subsequent changes thereof within three (3) days.

Section 4. Chairperson(s) Time. It is understood between the Employer and the Union that all such time of chairpersons shall be devoted exclusively to the prompt handling of grievances and negotiations and shall not be abused by such Employees. Therefore, the privilege of chairpersons to leave their work stations after explanation to the Supervisor, or Director in the absence of the Supervisor, during working hours without loss of pay is granted.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall deem to exist whenever a disagreement occurs between the Employer and one or more Employees represented by the Union as to the interpretation or the application of a specific provision of the Agreement, or a discipline involving loss of pay to an Employee. Such disagreement shall be considered a grievance and shall be addressed at the grievance procedure.

Section 2. Procedures.

Step 1: Any Employee having a grievance, or one designated member of a group of Employees having a common grievance, shall first discuss the matter with the Supervisor, or Court Administrator in their absence. The Employee shall have the right to have the chairperson present during the discussion. The Supervisor or Court Administrator, the Employee, and the chairperson will attempt to resolve the grievance. If the grievance is not resolved through this Step, the Employee shall reduce the grievance to writing which shall be signed by the Employee and the chairperson and be presented to the Chief Judge.

Step 2. A meeting shall be held within ten (10) days of the date the grievance was presented to the Chief Judge. The meeting shall be set by the Chief Judge and attended by the Chief Judge, the grievant, the Employer's representatives, the chairperson and the Union Field Representative. The parties shall discuss the matter in an attempt to resolve the grievance. The Chief Judge shall issue a written answer to the grievant within ten (10) days after the date of the meeting. The Chief Judge's decision shall be final and binding on all parties.

Section 3. Grievance Procedural Rules.

- A. All grievances shall be presented within ten (10) days of the occurrence which gave rise to the grievance or which the grievant had reasonable knowledge of the grievance. Failure to do so shall render the grievance moot.
- B. Whenever the term working day is used in the grievance procedure, it shall be defined as Monday through Friday excluding Saturday, Sunday and holidays.
- C. Grievances involving any disciplinary action must be filed in writing within three (3) days of the disciplinary actions. Failure to do so shall render the grievance moot.
- D. Time Limits. The time limits within the grievance procedure may be extended by mutual agreement between the Employer and the Union, provided that such extension is in writing and signed by the parties.

ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 1. Probation Period. All newly hired employees shall serve a probationary period of six months (130 work days) which shall be regarded as a trial working period of employment in order to assess the employee's ability to perform the job, work habits, attendance and other work related characteristics.

Section 2. Service & Seniority. A probationary employee's service with the court may be terminated at any time by the Judge for any reason and the employee shall have no recourse to the grievance procedure.

Once a probationary employee has completed the trial period, they shall be given seniority back to their hire date.

ARTICLE 7 - SENIORITY

Section 1. Definition. Seniority shall be defined as the continuous length of service with Saginaw County 70th District Court allowing the following definitions of service:

- A. Full-time temporary service which immediately precedes the transfer of an employee to a regular full-time position;
- B. Regular part-time service which immediately precedes the transfer of an employee to a regular full-time position shall be given half credit for continuous service;
- C. All time spent on an approved leave of absence except which time shall not be considered for vacation and personal leave accrual.

Section 2. Loss of Seniority. Employees shall cease to have seniority and employment shall cease for the following reasons:

- A. Voluntarily leaves the employment of the Employer or accepts a position with the County in a classification of work not covered by this Agreement;
- B. Is discharged;
- C. When absent from work three (3) consecutive working days, without notification to the Employer;
- D. When an employee, if called back after layoff, does not advise the Employer by telephone, in writing, or in person of his/her intent to return to work within three (3) working days after such recall;
- E. When an employee does not report back to work upon expiration of a leave of absence, including disciplinary layoff, unless the employee furnished adequate proof to the Employer that it was impossible for the employee to report; or the employee accepts employment elsewhere during a leave of absence (exclusion vacation) without written authorization from the Employer.
- F. When an employee is laid off for a period of twenty-four (24) months.
- G. When an employee is on a medical leave of absence for a period of more than one (1) year unless extended by the Employer. However, if an employee has lost seniority pursuant to this provision and subsequently is able to return to full-time employment, the employee will notify the County Personnel Director and for a period of one (1) year will be given

consideration by the Employer for any vacancies in the department covered by this Agreement.

H. When an employee works for another Employer while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer.

Section 3. Layoff Procedure. In the case of layoff or reduction in force, seniority shall be applied as follows:

A. Probationary employees will be laid off first.

B. Part-time employees will be laid off next.

C. If an additional reduction in force is necessary, the Court will layoff the employees by date-of-hire seniority. (Inverse order; last in, first out.)

Section 4. Layoff notification. The Employer shall notify the Union two (2) weeks in advance of a layoff; but in no event shall the notice to the Union be later than on (1) week prior to the layoff. The notice will contain the names of the employees to be laid off, the time and date of layoff and the reasons therefore. The Employer will also post a duplicate notice of the layoff list on the court bulletin board.

Section 5. Recall Procedure. Recall to work of laid off employees shall be in accordance with the reverse order of the layoff procedure or the principle that those with the longest established seniority be called back to work first. In the event of a call back the Employer may place any other employee available in such position without prejudice and without liability.

Section 6. Employee Address - Responsibility For. It shall be the responsibility of employees to notify the Employer, in writing on forms provided by the Personnel Department, within five (5) days of any change of address or change of telephone number. A copy of this form will be given to the Union. Neither the County nor the 70th Judicial District Court has the responsibility to determine the correctness of this address or telephone number. The Employer shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

Section 7. Seniority Lists. The Employer shall post a seniority list of all employees having seniority rights. The list shall be updated when necessary and at least one each year.

ARTICLE 8 - TEMPORARY TRANSFER

Section 1. Work by Supervisors. Supervisory employees shall not perform work which will deprive an employee of their regular job, but shall not be construed to prevent supervisory employees from the following situations:

- A. The instruction and/or training of employees;
- B. In emergency situations or scheduled leaves of absence where there are not bargaining unit employees available to do the work;
- C. From bargaining unit work on an unscheduled basis and such work does not displace or otherwise erode bargaining unit work.

Section 2. Temporary Transfer. In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Employer may fill such temporary job vacancy for a period not to exceed sixteen (16) weeks or such longer time as may be mutually agreed upon by the Employer and the Union.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

Section 1. Definitions.

- A. Work Day. For purposes of computation of pay, a work day is eight (8) hours.
- B. Work Week. For the purposes of computation of pay, a work week is forty (40) hours within a five (5) day work week (Monday thru Friday).
- C. Pay Period. For the purposes of computation of pay, a pay period is considered eighty (80) hours of work within a two (2) week work period, unless the County changes the computation county-wide.
- D. Pay Day. The day upon which an employee is paid is referred to as a pay day. Employee pay is for two (2) weeks of work preceding the week in which the pay check is issued. There are twenty-six (26) pay days during the year.

Pay checks are distributed to employees every other Friday at the offices of the Court. If a holiday falls on a pay day, employees will be paid on the day before the holiday, whenever possible.

Section 2. Overtime/Compensatory Time.

- A. When an employee must work in excess of the normal eight (8) hours per day or forty (40) hours per work week, the following procedures are to be followed:
1. That overtime shall be authorized by the immediate Supervisor or Court Administrator when a Supervisor is not available.
 2. Once the overtime has been approved, employees will be paid at the rate of time and one-half (1 1/2) their regular rate.

Section 3. Working Out of Classification.

- A. Employees may be directed by the probation supervisor, Court Administrator, or the Judge, to perform duties above their classification.
- B. Employees who are requested to perform duties above their classification shall be paid at the beginning rate of the classification duties they are requested to perform for actual time worked.
- C. Employees shall be required to keep a log of their time worked above their classification and submit same to their Supervisor or the Court Administrator.
- D. The Court shall attempt to equalize and rotate as practicable all work assignments under this provision.

ARTICLE 10 - HOLIDAYS

Section 1. Days of Celebration. The following and such other dates as the Board of Commissioners may fix are holidays with pay for all regular full-time employees scheduled to work on such days:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Good Friday Afternoon	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 2. Alternate Days. If one of the holidays listed above should fall on a Sunday, the next Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the holiday will be observed on Friday.

Section 3. In the event that Saginaw County shall cease to recognize one (1) or more holiday(s) listed under Section 1, the parties agree to open this issue for bargaining.

ARTICLE 11 - PAID TIME OFF (PTO)

Section 1. Rate of Accrual. Each regular full-time employee shall accrue Paid Time Off hours at the following rate:

	<u>Annual Rate</u>	<u>Biweekly rate</u>
6 mos.-3 years continuous service	136 hours	5.2308 hours
3 - 5 years continuous service	152 hours	5.8462 hours
5 - 10 years continuous service	168 hours	6.4615 hours
10 - 15 years continuous service	184 hours	7.0769 hours
15 - 20 years continuous service	200 hours	7.6923 hours
20 or more years continuous service	216 hours	8.3077 hours

(Regular part-time employees accrue Paid Time Off hours at one-half the above rate.)

Section 2. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is unlimited, and the amount carried forward into a new calendar year shall also be unlimited.

When an employee's continuous length of service reaches a point entitling him to the next higher rate of PTO accrual, earning at the new rate will begin on the first day of the current pay period.

Employees shall be paid during vacation, personal or sick periods on the basis of the normal work week for the classification of work which they are normally employed, and at the rate of pay prevailing during the period that the time is taken.

Section 3. Probationary Period. PTO shall not be permitted during an employee's first six (6) months of continuous service, provided, however, that after an employee has completed six (6) months of continuous service, he shall be entitled to the number of hours accrued from the date of employment through the end of the month prior to the desired time off.

Section 4. Temporary and Part-time Employees. Temporary and part-time employees shall not be entitled to PTO leave.

Section 5. Separation. Upon separation from County employment, an employee shall receive pay for 50% of the unused accumulated PTO hours up to a maximum of 1,200 hours or 150 days accumulation (or actual pay-off at 600 hours or 75 days). Upon retirement, this dollar amount will count toward the employee's final average compensation. Terminal paid time off or vacation shall not be added to an employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day. Terminal PTO or vacation time is not authorized.

Section 6. Holidays. If a holiday, as defined in Article 10 of this Agreement, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work the holiday.

Section 7. Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.

Section 8. Vacation Schedules. Vacation schedules for employees shall be developed by the department heads and must have their approval. It shall be the practice of each department head to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in personnel. Vacation time may be taken in increments of one (1) hour from PTO bank with advance approval of the department head.

Except for illness or an emergency, the use of personal leave or PTO hours for personal reasons other than vacations is a request and shall be approved prior to use in increments not less than 15 minutes.

PTO or vacation time must be taken in chronological and sequential order in accordance with the excused absence(s) during the payroll reporting period, (unless the absent time is an approved unpaid leave).

ARTICLE 12 - LONGEVITY

Section 1. Longevity Pay. Longevity pay of Seventy Dollars (\$70) per year for each full year of continuous regular full-time service shall be paid to each employee covered by this Agreement as of December 1, beginning with the employee's fifth (5th) year of 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 to the date of retirement or death.

ARTICLE 13 - BEREAVEMENT LEAVE

Section 1. Immediate Family. In the event of the death in the employee's immediate family (spouse, child, stepchild, parent, parent-in-law), the employee shall be excused without loss of pay of the days scheduled to work for a period not to exceed three (3) consecutive days, one of which must be the day of the funeral. The Supervisor or such other person as designated by the Court may authorize an extension of leave up to a total of five (5) days if circumstances, such as extensive travel, require the employee to be absent. Extensive travel, is defined as any distance over 300 miles one way from the Saginaw County Courthouse.

Section 2. Close Relative. In the event of the death of a close relative (grandparent, grandchild, brother, sister, step-parent, employee's or spouse's aunt, uncle, brother or sister, daughter-in-law or son-in-law), the employee shall be excused without loss of pay for the purposes of attending the funeral provided such funeral day is one of employee's normally scheduled work days. The Supervisor or such other person as designated by the Court may authorize an extension of the leave up to a total of three (3) days if circumstances, such as extensive travel (as defined above) require the employee to be absent.

ARTICLE 14 - 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 regular sick and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. County will follow its Family and Medical Leave policies.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the Supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The Supervisor shall indicate his/her approval/disapproval and forward the request to the Judge for consideration. Refusal to grant a disability leave shall be subject to the grievance procedure.

Section 3. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

Section 4. An employee on an approved leave of absence will continue to accumulate seniority while on approved leave of absence, however, the time shall not count toward progression on the merit scale.

Section 5. Reserve-Military Leave. Except as herein provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

- A. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties. The employee shall receive the difference between his/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 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 re-employment 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 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 less the amount received for jury duty.

Section 7. Court Appearance. 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.

ARTICLE 15 - SPECIAL CONFERENCE

Section 1. Special conferences between the parties' representatives shall be arranged to discuss important matters.

Either party may request a special conference, outlining the issue(s) on an agenda, to be discussed.

Section 2. Either party may have up to three (3) representatives present at the meetings. Bargaining unit representatives present at the meetings will not lose wages for time spent while at the meetings.

Section 3. Meetings shall be held no later than two (2) weeks after receipt of request for the special conference is received by either party, unless otherwise agreed.

Section 4. The purpose for a special conference is for the parties to attempt to mutually resolve problems that may arise. There shall be no more than three (3) special conferences annually.

ARTICLE 16 - MISCELLANEOUS

Section 1. Resignations. If an employee plans to resign from the Court, a written resignation to the Court Judge should be forwarded at least fourteen (14) days prior to the termination date. One (1) copy of the written resignation should be forwarded to the Department Supervisor, one (1) copy to the Director of Court Services, and one (1) copy to the Judge.

Section 2. Workers' Compensation. If an employee incurs a job-related injury or illness, the employee is covered by Workers' Compensation insurance.

Section 3. Bulletin Board. The Court shall provide a bulletin board in the employee lounge for the purpose of the Union to post notices of union business.

Section 4. Personnel File. Each employee shall have the right to review his/her personnel file upon request pursuant to the Bullard-Plawecki Right-to-Know Act.

Section 5. Keys. Each employee will be issued a key in accordance with the policies and procedures for the Saginaw County Sheriff Department. Upon termination of the employee's employment keys are to be returned to the Court Administrator.

Section 6. Identification Cards. The Court employees who are required to do business outside of the Court shall be furnished with an identification card indicating proof of employment.

Cards issued to employees shall be returned to the Administrative Assistant upon separation.

Should an identification card be lost or stolen, the employee is to report the loss immediately to their department supervisor.

Section 7. Professional Organization Memberships. All employees of the Court are encouraged to join professional organizations and groups that will enhance their job skills and professionalism on the job.

The Court will be responsible for paying dues of qualified Court employees to recognized professional organizations.

Dues for other organization memberships are the responsibility of the individual employee but may qualify as income tax deductions.

Section 8. Break Time. Employees may have one (1) break time in the morning, not to exceed fifteen (15), and one (1) break time in the afternoon hours, not to exceed fifteen (15) minutes.

ARTICLE 17 - INSURANCE

Section 1. Health Insurance. The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for regular full-time employees and their authorized dependents as defined by the insurance carrier effective six (6) months following their employment and continued qualifying service.

The County shall continue to pay the premiums for such insurance for the employee and dependents for one (1) year when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty.

The coverage will be under the Saginaw County Health Care Program, with either the PPO Option #1 with a 10% employee co-payment or PPO Option #2 with a 5% employee co-payment. The employees must specify their preferred plan within 30 days following contract ratification and the County will have 90 days to issue new cards for those employees choosing a new plan. Those employees who do not indicate a plan change will continue under a previously declared plan. The specifics are outlined in the Employee Healthcare Handbooks for other Option #1 or Option #2, Blue Preferred Program with Preferred Rx Prescription Drug Benefits. It is understood that new members to the health plan or re-enrolling members will have a six (6) month waiting period for any preexisting conditions from the time of the new enrollment or re-enrollment. The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.

Employees who leave the health insurance plan of the County may only re-enroll during the regularly open enrollment period of the

County declared annually unless an emergency situation exists which leaves the employee without insurance and which is not as a result of any action of the employee.

Section 2. Health Insurance for Retirees. An employee retiring on or after January 1, 1995 from Saginaw County employment and his/her spouse at time of retirement shall be eligible to continue with group health insurance at a rate established by the number of years of County service listed in the table below provided proper application is made prior to retirement and the employee is a member of the Plan on the day of retirement.

Full Time Years of Service	Employer Pays	Employee Pays
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%

All retirees may choose the Traditional Health Care Plan or the current PPO program within which they are enrolled except that the hospitalization/medical insurance shall be converted to Medicare Traditional complementary coverage upon attainment of 65 years of age. It is each individual's personal responsibility to contact the Social Services Administration regarding Medicare. The health care option chosen at the time of retirement must be the option that the retiree remains covered under until age 65. 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 have one opportunity to switch to other existing options one time prior to age 65. Upon attainment of age 65, the complementary Medicare provisions described above apply.

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 regular employees, legal spouses and dependent children as defined by the carrier.

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

Percentage:

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

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

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

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

Section 4. Life Insurance. 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 service. The amount reduces to 92%, 84%, 76%, 68%, 60% and 50% of the above amount on the employee's 65th, 66th, 67th, 68th, 69th, and 70th birthdays respectively. Employees who retire on or after the effective date of this Agreement will be insured for \$4,000 group term life.

Section 5. Workers' Compensation. An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall reimburse the County for the amount of overpayment. Fringe benefits which will not be lost for one year will be health insurance, dental insurance and life insurance. PTO accrual will continue for first 90 days only.

Section 6. Professional Liability Insurance. The Employer shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Employer under whose authority the employee is acting, 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 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.

Section 7. Dual Coverage. Employees and retirees shall not be eligible for dual coverage as both sponsor and a dependent for any insurance coverage under this Agreement.

Section 8. Employee Co-payment. In respect to the insurance coverage designated in Section 1 and 3 of this Article, it is agreed that employees shall pay five (5) percent of the cost of this PPO2 health and ten (10) percent of the cost of the PPO1 and dental insurance. The Employer shall pay the remaining cost of the premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders.

Section 9 Continuation of Insurance. Insurance shall continue in force at County expense as follows:

Health: In the event of layoff, health insurance shall be continued at Employer's expense for a period of two (2) months after the first billing date subsequent to the date of the employee's layoff. In the event of a paid disability leave, health insurance shall continue in force until the first billing date after completion of two (2) years disability. In the event of a leave of absence, health insurance coverage shall be continued at the Employer's expense to the first billing date subsequent to thirty (30) days after the leave began. The term "Employer's expense" shall be in accordance with Section 8 of this Article.

Dental: Coverage shall continue at County expense until the first billing date subsequent to layoff, leave of absence, or termination. In the event of a paid disability leave, dental insurance shall continue in force until the first billing date after completion of 2 years disability.

Life: Life insurance shall continue in force until the end of the month following the month in which the layoff began. Life insurance shall continue in force for a period of up to six (6) months from the first day of the month in which the leave of absence began for all leaves of absence including service in the armed forces. In cases of disability, life insurance will continue while the employee remains on disability for the period of disability coverage in accordance with the terms and conditions of the insurance policy. An eligible employee who returns to work without loss of seniority within two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first billing date after his/her return to work.

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

Section 10 General. The Employer may determine the Provider of Health Insurance, except however, the benefit structure shall be maintained at the same level provided under this Agreement, and provided further, that negotiations between the parties for the purpose of determining the maintenance of benefits shall take place prior to any change of Provider.

ARTICLE 18- DISABILITY PLAN

Section 1. Coverage. A non-probationary regular full-time employee, who is unable to work for reasons due to injury or illness of a non-work related nature, is eligible to apply for disability leave. Upon approval, the disability plan works in connection with the Paid Time Off process. The plan requires an unpaid 30 work day waiting period during the disability before the disability compensation program begins, or the employee may elect to use his/her Paid Time Off bank during the 30 work days, the employee shall receive 50% of his/her pay up to two (2) years, which may be supplemented with the Paid Time Off bank. The disability plan will also provide for health and dental coverage to continue during the entire period of disability (up to two (2) years) with the same employee co-pay percentage of premium contribution. Basic life insurance coverage will also continue without cost during the disability. Voluntary additional coverage will be maintained based on continuous employee premium payment.

Section 2. Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 1 of this Article except by County approved medical disability. Requests are submitted and processed through the designated Court official(s). 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 County and the Court retain the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary.

An eligible employee requesting disability leave who may also be eligible under the Family Medical Leave Act (FMLA) requirements shall have the time used counted toward the annual FMLA entitlement of (12) total weeks.

Section 3. Employer/Supervisor Review. The decision to grant disability leave, reduce hours of work, provide reasonable

accommodations or other favored work, will not be made unless the Court Administrator has been contacted and allowed time to discuss the proposed job modifications.

Section 4. Final Determination. The Court Administrator will exclusively make the final determination to grant a disability claim and notification will be provided to the Chief Judge along with any work restrictions.

Section 5. Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and approved by the County; or when the treating physician's statement of disability expires and an extension is not provided; or when the employee retires as a result of disability or normal service retirement; or upon layoff, death or discharge.

Section 6. Security Offset. Disability payment described herein shall be offset by any Social Security disability payment due or received by the employee. An employee determined to be disabled for an indefinite period 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 County for any period paid by Social Security shall be repaid by the employee to the County.

Section 7 Part-time Employees. Regular part-time employees hired in that status before January 1, 1993, shall be eligible for disability pay under the same terms and conditions, except however, such payments shall be limited to one (1) year or one-half (1/2) of the employee's continuous length of service, whichever, is less.

Regular part-time employees hired on or after January 1, 1993, shall not be eligible for disability pay.

ARTICLE 19 - RETIREMENT PLAN

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 Employees 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.

Effective November 1, 1994, all new hires to the unit 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:

Employer Contribution	Employee Contribution	Total
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

The employee must make an irrevocable choice of one of the above contribution plans at the time of enrollment. 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 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:

SCHEDULE OF COUNTY CONTRIBUTIONS OWNED BY EMPLOYEE

YEARS OF SERVICE	OWNED BY EMPLOYEE
0-3 Years	0%
3-4 years	25%
4-5 Years	50%
5-6 Years	75%
6 or more	100%

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 employers and the employees funds. The Employer shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the Association harmless for employee liability related to the new program.

The Employer will allow the existing employees who are not currently vested in MERS to enroll in the plan provided the employee irrevocably waives all benefits to the MERS program. This offer is subject to the availability of County funds and is limited to employees indicating a desire to do so between June 1, 1996 to September 30, 1996.

ARTICLE 20 - TRAVEL

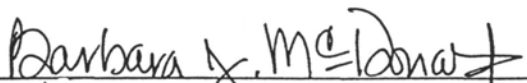
Section 1. Policy. Employees will be compensated per Saginaw County policy.

ARTICLE 21 - EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall become effective on January 1, 1995, and shall continue in full force and effect until December 31, 1998, and thereafter, for successive period of one (1) year, unless either party shall, on or before the ninety (90) days prior to the expiration date hereof or each successive expiration date, serve written notice on the other party of a desire to modify, alter, change or amend, or any combination thereof, the Agreement.

IN WITNESS WHEREOF, the parties have set their hand this ____ day of _____, 1996.

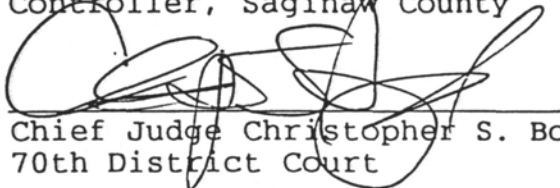
FOR THE EMPLOYER:



Barbara J. McDonald
Chairperson, Board of Commissioners



Fred D. Todd
Controller, Saginaw County



Chief Judge Christopher S. Boyd
70th District Court



Cheryl B. Jarzabkowski
District Court Administrator



Stephen J. Borrello
Jensen, Smith & Gilbert, P.C.

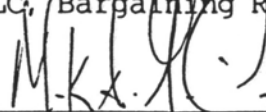
FOR THE UNION:



Ray Wallace
GELC



Patrick Bertrand
GELC, Bargaining Represent.



Mark Grimaldi
GELC, Bargaining Represent.

SAGINAW COUNTY
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/95

UNION Q G.E.L.C DIST. PROBAT

DISTRICT CT. PROBAT. CLASSIFICATION

SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)
P05	26,149.00 1,005.73	27,294.00 1,049.77	28,433.00 1,093.58	29,577.00 1,137.58	30,719.00 1,181.50	31,924.00 1,227.85	
P06	28,138.00 1,082.23	29,398.00 1,130.69	30,662.00 1,179.31	31,986.00 1,230.23	33,307.00 1,281.04	34,631.00 1,331.96	

SAGINAW COUNTY
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/96

UNION Q G.E.L.C DIST. PROBAT

DISTRICT CT. PROBAT. CLASSIFICATION

SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)
P05	26,933.00 1,035.88	28,113.00 1,081.27	29,286.00 1,126.38	30,464.00 1,171.69	31,641.00 1,216.96	32,882.00 1,264.69	
P06	28,982.00 1,114.69	30,280.00 1,164.62	31,582.00 1,214.69	32,946.00 1,267.15	34,306.00 1,319.46	35,670.00 1,371.92	

SAGINAW COUNTY
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/97

UNION Q G.E.L.C DIST. PROBAT

DISTRICT CT. PROBAT. CLASSIFICATION

SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)
P05	27,741.00 1,066.96	28,956.00 1,113.69	30,165.00 1,160.19	31,378.00 1,206.85	32,590.00 1,253.46	33,868.00 1,302.62	
P06	29,851.00 1,148.12	31,188.00 1,199.54	32,529.00 1,251.12	33,934.00 1,305.15	35,335.00 1,359.04	36,740.00 1,413.08	

SAGINAW COUNTY
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/98

UNION Q G.E.L.C DIST. PROBAT

DISTRICT CT. PROBAT. CLASSIFICATION

SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)
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	