

# LABOR AGREEMENT

BETWEEN THE:

COUNTY OF SAGINAW

AND

10<sup>TH</sup> CIRCUIT COURT

AND

PROBATE COURT

AND

70<sup>TH</sup> DISTRICT COURT

AND

SAGINAW COUNTY ELECTED OFFICIALS

REPRESENTED BY

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 459

October 1, 2009

To

September 30, 2013

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## **AGREEMENT**

This Agreement entered into this 14<sup>th</sup> day of December, 2010, between the COUNTY OF SAGINAW, the following co-employers: SAGINAW COUNTY CLERK, SAGINAW COUNTY PROSECUTING ATTORNEY, SAGINAW COUNTY REGISTER OF DEEDS, SAGINAW COUNTY TREASURER, and SAGINAW COUNTY PUBLIC WORKS COMMISSIONER, and the following exclusive employers: 10th CIRCUIT COURT, PROBATE COURT, and 70<sup>TH</sup> DISTRICT COURT, hereinafter referred to collectively as the "EMPLOYER"; and the OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION LOCAL 459, hereinafter referred to as the "UNION".

## **PREAMBLE**

It is the general purpose of this Agreement to promote the mutual interests of the EMPLOYER and its employees and to provide for the operation of the services provided by the EMPLOYER under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

## **CIVIL RIGHTS**

The EMPLOYER and UNION recognize their responsibilities under federal, state and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, mental or physical handicap, nationality, age, marital status, or political belief, or for participation in or affiliation with any labor organization.

In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the EMPLOYER and the UNION agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

## **ARTICLE 1** **RECOGNITION - EMPLOYEES DEFINED**

**Section 1.** Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965 as amended, and Act 336 of 1947 as amended, the EMPLOYER does hereby recognize the UNION as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, working conditions, and other terms and conditions of employment during the term of this Agreement for those employees of the EMPLOYER in a bargaining unit consisting of all full-time and regular part-time, Technical, Office, Para-professional and Service (TOPS) employees of the EMPLOYER whose principal working location is in the Saginaw County Governmental Complex and any future County governmental complex, but excluding all temporary and non regular part-time (defined in Section 2), managerial and professional employees, Deputy Department Heads,

Security Guards, Circuit Court Reporters, one Confidential Typist-Clerk in the District Court Administrator's Office, all Sheriff Department employees, and all other County employees.

**Section 2.** Full-time employees are defined as those who work seventy-two (72) hours or more per biweekly pay period on a regular basis. Regular part-time employees are those who work forty (40) or more hours per biweekly pay period on a regular schedule but who do not work the required number of hours to be considered a full-time employee.

A temporary employee is an employee hired for a specified period of time, not to exceed sixteen (16) weeks, except in the Parks and Recreation Department a temporary employee is an employee hired for a specified period of time not to exceed twenty-six (26) weeks for full-time service; however, no more than two (2) temporary employees in said Department shall each be allowed to work up to thirty-nine (39) hours per biweekly pay period outside the twenty-six (26) week period during which temporary employees are allowed to work full time, unless the employee is hired to replace an employee who is absent due to illness or injury, in which case the time period may not exceed the return of the absent employee. No time spent by a temporary employee replacing a bargaining unit employee on an approved leave of absence will be counted towards the sixteen (16) week limitation. If a temporary employee exceeds the above limits, the position shall immediately be posted and filled in accordance with this Agreement. Neither a temporary employee nor a temporary position may be used or filled for more than one (1) sixteen (16) week period, except when mutually agreed to by the EMPLOYER and the UNION or as outlined for the Parks and Recreation Department where the limitation is twenty-six (26) weeks. Temporary service agencies may be used by the EMPLOYER to fulfill specified work assignments with the same conditions listed above.

**Section 3.** A full-time employee shall be entitled to all fringe benefits under this Agreement.

A regular part-time employee shall receive only the following fringe benefits unless specified in other areas of the Agreement:

- (a) Progress on the salary schedule at one-half (1/2) the rate of regular full-time employees.
- (b) Receive Paid Time Off (PTO) benefits at one-half (1/2) of the full-time rate.
- (c) Receive holiday and bereavement pay at one-half (1/2) of the full-time rate.
- (d) Be a member of the Michigan Municipal Employees Retirement System and accrue retirement service in accordance with the rules of the Michigan Municipal Employees' Retirement System. (Those part-time employees hired as of January 1, 1995, will become members of the Saginaw County Defined Contribution Plan administered by the ICMA as specified in Article 22, except for those bargaining unit members who are eligible for and are currently participating in MERS).
- (e) For those part-time employees hired before May 21, 2002, be eligible for hospitalization coverage in accordance with Article 14.

- (f) Receive longevity pay at one-half (1/2) of the full-time rate in accordance with Article 21. A part-time employee who was previously a full-time employee shall receive longevity at the full-time rate for the full-time years.
- (g) Receive disability leave at one-half (1/2) of the full-time rate. (Those part-time employees hired on or after January 1, 1995, shall not be eligible for the disability leave program under Article 13).

**Section 4.** New employees shall be on probationary status for the first six (6) months of their employment during which period he/she may be discharged with or without cause. A probation period may be extended when mutually agreed to by the EMPLOYER and the UNION. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of hire into the bargaining unit. 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, hours of employment, and other specified conditions of employment except discharged and/or disciplined employees.

## **ARTICLE 2**

### **UNION AND MANAGEMENT RIGHTS**

**Section 1.** The UNION, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan statutes.

**Section 2.** It is the right of the EMPLOYER to determine the standards of service to be offered; determine the standards of selection for employment and promotion; direct its employees; take disciplinary action; adopt uniform work rules; relieve its employees from duty because of lack of work or for any other legitimate reasons; discharge employees for just cause; maintain the efficiency of its operations; determine job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The listing of the preceding rights of management in this Article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the EMPLOYER not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the EMPLOYER.

## **ARTICLE 3**

### **UNION SECURITY AND CHECKOFF**

**Section 1.** Employees who are members of the UNION shall, as a matter of course, upon completion of their probation period or the execution date of this Agreement, whichever is the later, as a condition of employment, pay to the UNION each month the dues and initiation fees uniformly required. Upon completion of their probation period or execution of this Agreement, whichever is the later, present or future employees, including probationary employees, shall either become members of the UNION and pay to the UNION each month

the dues and initiation fees uniformly required, or in the event the employees have not made application for UNION membership upon completion of their probation period or execution date of this Agreement, whichever is the later, shall as a condition of employment pay to the UNION each month a service fee which shall be equivalent to the amount of dues uniformly required of members of the UNION during the first year of this Agreement.

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

- (a) The UNION has notified the employee by certified letter addressed to his/her address last known to the UNION spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the EMPLOYER for termination from employment as provided herein; and,
- (b) The UNION has furnished the EMPLOYER with written proof that the foregoing procedure has been followed and has supplied the EMPLOYER with a written demand that the employee be discharged for failure to conform to the provisions of this Article. The UNION shall certify to the EMPLOYER in writing that the amount of delinquency does not exceed the UNION dues or service fees.

The EMPLOYER shall then provide the employee with two (2) weeks termination notice specifying the date he/she will be discharged if delinquent dues or fees are not tendered on or before one (1) day prior to the discharge date. It shall be the option of the EMPLOYER to transfer the employee to a position outside of the bargaining unit if the employee is accepted for such a vacant position.

The UNION will indemnify and save the EMPLOYER harmless for all sums checked off and/or remitted to the UNION together with all costs, including attorney's fees and damages incurred by the EMPLOYER in connection with this Article, except acts of negligence on the part of the EMPLOYER.

**Section 2.** The EMPLOYER shall check off fees in the amounts provided by the UNION, if the fee amount is provided in the form of a flat monthly fee (adjusted no more than once per employee in a calendar year). The EMPLOYER will check off fees and monthly dues on the basis of individually signed voluntary checkoff authorization cards or forms, copies of which have been provided to the EMPLOYER. In the event the UNION changes or alters its authorization forms, the UNION will provide the EMPLOYER with a copy of said form. A properly executed copy of the form authorizing checkoff by an employee shall be delivered to the EMPLOYER before any payroll deductions are made. Deductions shall become effective the first day of the month following the month the authorization is delivered to the EMPLOYER or the month following the completion of the probation period, whichever is later, and shall be deducted from the second pay of the month and each month thereafter. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. An employee who declines to sign the proper authorization card shall pay his/her dues

or fees directly to the Treasurer of the UNION.

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

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

All sums deducted by the EMPLOYER shall be remitted to the Treasurer of Local 459, including a list of employees from whom dues and initiation fees have been deducted and the amount of the deduction from each employee. Such remittance shall be made by means of electronic transfer or other electronic or automated means no later than 10 days after the deductions are made. The list of employees shall be mailed no later than 10 days after the deductions are made at an address designated by the union.

The EMPLOYER agrees to provide to the Chief Steward or Local 459 by request only and no more than once monthly the names and departments of new hires and terminated employees and employees on disability leave within the bargaining unit that occurred in the indicated time frame.

#### **ARTICLE 4** **STEWARDS AND ALTERNATE STEWARDS**

**Section 1.** UNION employees shall be represented by a Chief Steward, an Alternate Chief Steward and a minimum of ten (10) Stewards with an Alternate Steward for each distributed in the following manner: first floor, second floor, third floor, fourth floor, basement, maintenance, custodial, Friend of the Court, health building, and MSU Cooperative Extension.

In the event employees are working in a building other than the main courthouse building, said employees (at least three (3)), will be represented by a Steward and an Alternate Steward only in the Steward's absence.

**Section 2.** The Steward or Alternate Steward in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the EMPLOYER, upon having received permission from his/her supervisor to do so. The supervisor shall grant permission within the eight (8) hour day of occurrence for the Steward to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Employees abusing such time may be subject to disciplinary action; provided, however, that on the first occasion, in lieu of disciplinary action, the UNION shall be notified in writing, and the

EMPLOYER and UNION will meet with the Steward to discuss the alleged abuse of such time.

The Steward and Alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

**Section 3.** The local president of the UNION will furnish, in writing, the EMPLOYER with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the EMPLOYER may at all times be advised as to the authority of the individual representative of the UNION with whom it may be dealing.

**Section 4.** The Chief Steward and the Alternate Chief Steward will have the necessary time to act in his/her UNION capacity without loss of pay herein so acting he/she loses time from his/her regular schedule of work. He/she shall request permission of his/her immediate supervisor when leaving his/her work area to investigate and process grievances. This time will not be abused.

The Steward may have a witness, either the Alternate Steward or the aggrieved party, at all times when discussing any grievance governed by this Agreement with the EMPLOYER or any of its officers. The EMPLOYER may also have a witness when a grievance is being discussed.

**Section 5.** The Chief Steward is the proper person for the EMPLOYER to contact when problems arise concerning the UNION or UNION members. In the event that the Chief Steward is not available, the Alternate Chief Steward shall be the proper person to contact when problems arise concerning the UNION or UNION members. The Chief Steward may be present at Step 3 of the grievance procedure if desired by the UNION and at Step 2 if requested by the Steward.

**ARTICLE 5(A)**  
**GRIEVANCE PROCEDURE**  
**(For Non-Court Elected Department Employees)**

**Section 1.** It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees in a non-court, elected department, specifically, the Offices of the County Clerk, County Treasurer, County Public Works Commissioner, County Register of Deeds, Board of Commissioners and County Prosecutor, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

**Section 2.** A grievance is any dispute, controversy, or difference between **(a)** the parties, **(b)** EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

**(a)** A grievance shall refer to the specific provision or provisions of this

Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

**Section 3.** Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

**Section 4.** Grievances will be processed in the following manner and within the stated time limits:

**Step 1.** An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor. Such discussion shall occur within ten (10) working days of the occurrence or when the employee could reasonably become aware of its occurrence, not including the date of the occurrence.

**Step 2.** If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence (or within ten (10) working days of the meeting to verbally adjust the grievance) not including the day of the meeting, if held, or occurrence, if a meeting is not held. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance, in writing, within ten (10) working days of the presentation, not including the day of the presentation.

**Step 3.** If the grievance is not settled in Step 2, the written grievance shall be presented to the Personnel Department within ten (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Personnel Department shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting, not including the day of the grievance meeting.

**(b)** The UNION may initiate its grievance at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated.

Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

**Step 4.** Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, 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 the request for arbitration by either party, the other party shall be obliged 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 arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

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 he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or 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 a recommendation.

The arbitrator shall conduct the 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.

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.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

**Step 5.** If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within ten (10) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The written grievance shall then be presented to the Chief Judge of the 10<sup>th</sup> Judicial Circuit Court within seven (7) working days after providing notice of refusal to comply with the recommendation of the arbitrator. The parties shall proceed in the following manner:

- (a) The Chief Judge shall hear the appeal. If the Chief Judge is unavailable for any reason, then the appeal shall be heard by the Alternate Chief Judge of the 10<sup>th</sup> Judicial Circuit Court.
- (b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing shall be held within thirty (30) calendar days of the submission of the grievance to the Judge.
- (c) The Hearing Judge shall hear the grievance de novo. The decision of the Hearing Judge shall be final and binding on both parties.
- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

**Section 5.** For the purpose of this article, working days are defined as Monday through Friday excluding holidays.

**Section 6.** Time limits may be extended in the grievance procedure by mutual agreement in writing.

**ARTICLE 5(B)**  
**GRIEVANCE PROCEDURE**  
**(For Employees Not In An Elected Department)**

**Section 1.** It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees not in an elected department (that is, employees not included in a department listed in Section 1 of Article 5(A) and Section 1 of Article 5(C) of this Agreement, shall be settled in accordance with the

procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

**Section 2.** A grievance is any dispute, controversy, or difference between **(a)** the parties, **(b)** EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a)** A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

**Section 3.** Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

**Section 4.** Grievances will be processed in the following manner and within the stated time limits:

**Step 1.** An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor. Such discussion shall occur within ten (10) working days of the occurrence or when the employee could reasonably become aware of its occurrence, not including the date of the occurrence.

**Step 2.** If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward, and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence (or within ten (10) working days of the meeting to verbally adjust the grievance), not including the day of the meeting, if held, or of occurrence, if a meeting is not held. The grievance must be prepared in detail and be dated. The department head will reply to the grievance, in writing, within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation.

**Step 3.** If the grievance is not settled in Step 2, the written grievance shall be presented to the Personnel Department within ten (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER shall meet with no more

than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Personnel Department shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting, not including the day of the grievance meeting.

- (b) The UNION may initiate its grievance at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

**Step 4.** Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, 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 the request for arbitration by either party, the other party shall be obliged 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 arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

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 he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or 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 a recommendation.

The arbitrator shall conduct the 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.

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.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

- (c) The decision of the arbitrator shall be final and binding on both parties.

**Section 5.** For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

**Section 6.** Time limits may be extended in the grievance procedure by mutual agreement in writing.

**ARTICLE 5(C)**  
**GRIEVANCE PROCEDURE**  
**(For Court Employees)**

**Section 1.** It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees of the 10th Judicial Circuit Court, 70<sup>th</sup> District Court, or Saginaw County Probate Court, located in the Saginaw County Courthouse, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

**Section 2.** A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

**Section 3.** Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time

limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

**Section 4.** Grievances will be processed in the following manner and within the stated time limits:

**Step 1.** An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor. Such discussion shall occur within ten (10) working days of the occurrence or when the employee could reasonably become aware of its occurrence, not including the date of the occurrence.

**Step 2.** If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward, and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence (or within 10 working days of the meeting to verbally adjust the grievance), not including the day of the meeting, if held, or occurrence, if a meeting is not held. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance in writing within ten (10) working days of the presentation of the written grievance, not including the day of presentation. If the department head is the Court Administrator, this step shall be waived.

**Step 3.** (a) If the grievance is not settled in Step 1, the written grievance shall be presented to the Court Administrator within (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Court Administrator shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting, not including the day of the grievance meeting.

(b) The UNION may initiate its grievance at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the

event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

**Step 4.** Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, 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 the request for arbitration by either party, the other party shall be obliged 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 arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

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 he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or 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 a recommendation.

The arbitrator shall conduct the 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.

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.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of

any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

**Step 5.**

If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within ten (10) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The written grievance shall then be presented to the Chief Judge of the Court from which the grievance arose, within seven (7) working days after providing notice of refusal to comply with the recommendation of the arbitrator.

**(a)** The Chief Judge shall then set a date for the hearing of the grievance, which date shall be no more than thirty (30) days from the date of submission of the grievance to the Chief Judge.

**(1)** In the case of the 10<sup>th</sup> Judicial Circuit Court, the Chief Judge shall be the Hearing Judge. If the Chief Judge is involved in the grievance, the Hearing Judge shall be the alternate Chief Judge.

**(2)** In the case of the Saginaw County Probate Court, the Chief Probate Judge shall be the Hearing Judge. If the Chief Probate Judge is involved in the grievance, the Hearing Judge shall be the Alternate Chief Judge.

**(3)** In the case of the 70<sup>th</sup> District Court, the Chief Judge shall be the Hearing Judge. If the Chief Judge is involved in the grievance, the Hearing Judge shall be the Alternate Chief Judge.

**(b)** The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing 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 questions, but he/she or they shall not have the power to change, alter, or modify the terms of this contract. The Hearing Judge shall have the sole and exclusive power and jurisdiction to determine whether or not a 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.

- (c) The Hearing Judge shall hear the grievance de novo. The decision of the Hearing Judge shall be final and binding on both parties.
- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

**Section 5.** For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

**Section 6.** Time limits may be extended in the grievance procedure by mutual agreement in writing.

## **ARTICLE 6** **SENIORITY**

**Section 1.** Employees shall acquire seniority upon completion of their probationary period, after which seniority shall be as of the original date of hire into a bargaining unit position. There shall be separate seniority lists for full-time and regular part-time employees.

Provided seniority is not broken as defined in Section 2 of this Article, full-time employees may count one-half (1/2) of their regular part-time service, if any, towards their full-time seniority date, and regular part-time employees may count full-time service towards their seniority date.

**Section 2.** Seniority shall be broken for the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged for just cause.
- (c) The employee is absent three (3) days without properly notifying the EMPLOYER unless a satisfactory reason is given and substantiated.
- (d) The employee fails to report to work within three (3) days after the expiration date of a leave of absence, unless a satisfactory reason is given and substantiated.
- (e) If the employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff, not to exceed two (2) years.

**Section 3.** The Chief Steward shall head the seniority list within the bargaining unit for the purpose of layoff and recall only. Said member shall be designated to the EMPLOYER by the UNION. The person so designated shall not be kept at work during periods of layoff unless he/she is capable of performing available work within the department to which assigned.

**Section 4. Non-Unit Work:** Employees who leave the classifications of work covered by this Agreement, but remain in the employ of the employer in some other capacity, and who subsequently return to a position covered by this Agreement, shall have the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit. It is understood however, that an employee laid off from a position not covered by this Agreement, may not bump back into a position covered by this Agreement.

## **ARTICLE 7**

### **PROMOTION AND TRANSFER**

**Section 1.** The parties encourage unit employees to bid for promotion or transfer within the bargaining unit. Bids can be entered in the Controller's Office during regular business hours. When regular vacancies in the bargaining unit are to be filled, the open job will be posted for a period of five (5) working days for bargaining unit members only. A copy of all such postings shall be sent to the Chief Steward at the time of such posting. Positions to be filled within the courts and separate departments may be filled internally with an internal posting, but without a general posting to all bargaining unit members if the department head expects to fill the position internally. Only non-probationary bargaining unit employees, who have not transferred in the previous twelve (12) months, may apply for a lateral transfer.

In the event of a temporary vacancy for thirty (30) or more days, employees within the department shall have the opportunity to bid for the position and be given first priority. The resulting opening may be filled in a reasonable time.

A non-probationary employee who accepts promotion within this bargaining unit or transfer to a different job classification within this bargaining unit shall be subject to a trial period of forty-five (45) calendar days, which may be extended by mutual agreement. In the event the employee fails to satisfactorily complete the trial period, or elects to return to his/her former job during the trial period, he/she shall be permitted to do so without loss of seniority. If the position has been eliminated, the employee shall have bumping rights in accordance with this Agreement.

A non-probationary employee from outside of the bargaining unit who accepts promotion or transfer to a position in this bargaining unit shall be subject to a ninety (90) day trial period which may be extended by mutual agreement.

A non-probationary bargaining unit employee who accepts promotion or transfer outside of the bargaining unit shall retain no rights to return to their former bargaining unit position, unless by mutual agreement.

A probationary employee who accepts promotion shall be subject to a new probation period equal to ninety (90) days or the remaining time of her/his original probation period, whichever is longer.

There shall be no intra-departmental bids within the same classification unless by mutual agreement.

If there are no qualified bidders for any open and posted job, the EMPLOYER may fill the job externally within a reasonable time. If there is one or more qualified bidders, the job shall be filled within sixty (60) calendar days, unless the EMPLOYER sends a written notice to the UNION that it is going to be delayed.

Qualifications shall be determined exclusively by the Employer. Upon qualification, positions shall be filled using job related criteria that include: education; training; experience; ability; and previous performance, including discipline, work performance evaluations, excessive tardiness and absenteeism (except allowed by applicable law). If all factors are relatively equal, seniority shall be the prevailing factor. For the purposes of this section, promotion shall mean to a different position in the bargaining unit of a higher pay grade than that being worked and paid to the employee expressing an interest in the vacant position.

The EMPLOYER shall post any position which is permanently vacated within sixty (60) calendar days from the date it is permanently vacated, unless the EMPLOYER sends a written notice to the UNION that it is going to be delayed.

**Section 2.** Movement of an employee from one position to another shall affect the pay rate of the employee as follows:

- (a) If an employee is transferred into a classification with the same pay grade, the employee's pay rate shall remain unchanged.
- (b) If an employee is promoted to a classification with a higher pay grade the employee shall be paid at the lowest merit step in the new pay grade which is at least five percent (5%) above the salary he/she was receiving immediately before the promotion.
- (c) If an employee is demoted to a classification with a lower pay grade, or elects through a job bid to accept a lower classified job, the employee shall be paid in accordance with the new pay grade but will retain his/her previous step.
- (d) If an employee's position is reclassified to a higher pay grade, he/she shall be paid in the new grade retaining the step.
- (e) If an employee's position is reclassified to a lower pay grade, the employee occupying that position shall continue to receive the same pay as prior to reclassification, but shall receive no general wage increases nor normal progression wage increases until the reclassified positions' wage rate is equal to that of the employee's current wages.
- (f) The Typist Clerk salary schedule shall consist of Steps 1, 2, and 3 of T05, Steps 4 and 5 of T06, and Steps 6 and 7 of T07. The Account Clerk salary schedule shall consist of Steps 1, 2, and 3 of T06, Steps 4 and 5 of T07, and Steps 6 and 7 of T08.
- (g) An employee temporarily assigned by the EMPLOYER to fill a vacancy

in a higher paid position for a period of one (1) day or more shall be paid at the rate of the higher classification for all hours worked.

**Section 3.** Supervisors or their designated non UNION representatives shall not perform in the position of an absent bargaining unit employee for more than two (2) consecutive work days unless an emergency exists that requires immediate attention.

## **ARTICLE 8** **DISCHARGE**

**Section 1.** The EMPLOYER shall have the right to discipline, suspend, or discharge any employee for just cause. In respect to discharge or suspension, the EMPLOYER shall give at least one (1) oral and one (1) written warning notice of the complaint against such employee to the employee and the copy of the written notice to the UNION and Chief Steward. No warning notice need be given to an employee before he/she is discharged if the cause of such discharge is **(1)** dishonesty or for any illegal act while on the job; **(2)** drunkenness or use of intoxicating beverage on the job; **(3)** gross negligence resulting in a serious personal injury accident or serious property damage while on the job; **(4)** breach of confidentiality; **(5)** gross insubordination; or **(6)** fighting or threat of violence. The warning notices as herein provided shall not remain in effect for a period of more than twelve (12) months.

**Section 2.** The employee or the UNION Steward will be required to acknowledge receipt of written warnings and reprimands, but not notices of discharge or suspension, or forfeit the right to the grievance procedure. The employee's signature does not mean that he/she agrees to the charges or penalties, or waives any right to grieve. The discipline form will state that signature indicates receipt only and does not indicate agreement.

**Section 3. Discharge Procedure County Employees.** The following procedure shall be used for employees who are not employed in one of the elected departments. Notwithstanding any other provision of this Agreement, no employee who has completed his/her probationary period shall be peremptorily discharged. If, in the judgment of the EMPLOYER, an employee is guilty of behavior constituting just cause for discharge, the employee shall first be given a statement setting forth the factual basis of his/her alleged offense and shall be suspended pending discharge. During this period of suspension, a due process hearing before representatives of the County and UNION will be conducted if requested. Representation at the hearing shall be in accordance with Step 3 of the grievance procedure. At such hearing, the facts concerning the case shall be made available to both parties.

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

**Section 4. Discharge Procedure Elected Departments.** Employees in elected departments shall be discharged in accordance with this Agreement.

**ARTICLE 9**  
**LAYOFF AND RECALL**

**Section 1.** A reduction in work force is the elimination of a position, which management may specify by department and by classification.

Layoff shall be by department, by classification. Seniority shall prevail provided the most senior employee retained can perform the available work.

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

In the event a laid off employee has the skill and ability to perform the work of the least senior employee in an equal or lower pay grade, that employee shall have the opportunity to bump the least senior employee.

Full-time employees shall not be eligible to bump part-time employees except in the case where the full-time employee's bargaining unit seniority is greater than the part-time employee's seniority. A part-time employee shall not bump a full-time employee under any circumstance. Employees shall be given ten (10) working days written notice of layoff. If an employee expresses a desire to bump within five (5) days from notice of layoff into a position in other than his/her current classification in an equal or lower pay grade, the EMPLOYER reserves the right to require the employee to be able to perform the duties of the position without additional training, however, the EMPLOYER will provide adequate orientation and training in department procedures.

Temporary employees performing in the same classification in the department affected by the layoff shall be laid off first; probationary employees performing the same work in the department affected by the layoff shall be laid off second; regular full-time and regular part-time employees shall be laid off last, except in such case the bargaining unit member employee may elect to displace a temporary and/or probationary employee, provided he/she can perform the work, and in such case shall be paid at the pay rate of that classification.

A laid off seniority employee, if recalled to an equal pay grade from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall be considered a resignation. A laid off employee shall be eligible for recall prior to posting a vacancy in an equal or lower pay grade of said employee prior to layoff and provided he/she is capable of performing the work. As openings occur in an employee's original classification prior to layoff, up to two (2) years, employees will be recalled to their original classification in line with seniority.

For purposes of bumping and recall, an employee laid off from his/her non-elected department may exercise his/her unit wide seniority in non-elected departments, provided he/she can perform the work. An employee laid off from an elected department shall not be eligible to bump or be recalled into any other department. Elected departments are 10<sup>th</sup> Circuit Court, 70<sup>th</sup> District Court, Probate Court of Saginaw County, Board of

Commissioners, Register of Deeds, County Treasurer, County Clerk, Prosecutor, and Public Works Commission.

The order of recalling of laid off employees shall be in the reverse order in which the employees are laid off.

**Section 2.** See Appendix A for Judges' Personal Staff.

## **ARTICLE 10 WORKING HOURS AND OVERTIME**

**Section 1.** The official basic work week for full-time employees shall be forty (40) hours per week. The standard work day shall be eight (8) hours plus an unpaid lunch period (normally one hour). Employees shall be allowed two (2), fifteen (15) minute rest periods which shall be considered as paid time but may not be added to the lunch period or accumulated in any manner.

**Section 2.** Operating hours are established by the EMPLOYER. Department heads may stagger lunch periods and rest periods so as not to curtail services to the public. Lunch periods will begin at 11:30 a.m. The maintenance department and other departments requiring shift work may alter their schedule to provide the best possible service.

**Section 3.** Employees shall be paid overtime compensation at the rate of time and one-half of regular rates of pay for all hours worked in excess of forty (40) hours per week. Hours of work shall include all hours in pay status. Holiday pay and PTO shall count as hours worked for purposes of overtime. (Workweek is Sunday through Saturday). There shall be no pyramiding of overtime. Overtime must be authorized in advance by the EMPLOYER.

**Section 4.** When overtime is available within a department, overtime shall be equalized in seniority sequence within the affected classification, if at all possible. A record of overtime worked or refused shall be kept in each department.

**Section 5.** When unforeseen circumstances force any building closure which affects bargaining unit members, those members will be excused from work, without loss of pay, during the time period the building is closed. Upon building reopening, all employees must return to work if reopening is during their regularly scheduled work shift. Employees are responsible for monitoring status of building reopening by calling the main Courthouse number (790-6033) and listening to a posted message. Failure to report back to work upon building reopening will result in the employee being charged PTO from the time the building reopened to the end of their shift.

**Section 6.** The Employer shall provide at least seventy-two (72) hours' notice prior to the start of an employee's reassigned shift, which will then be considered the employee's new regularly scheduled shift.

## **ARTICLE 11 HOLIDAYS**

**Section 1.** The following days shall be designated and observed as paid holidays effective

upon ratification:

New Year's Day	Veterans' Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

**Section 2.** It is also further agreed that in the event of "snow day" or other inclement weather resulting in the general excusal of County personnel from the performance of their duties, such excusal, with pay, shall also pertain to bargaining unit personnel.

**Section 3.** Employees must work their last scheduled day before and their first scheduled work day after a holiday or be on authorized paid leave, excluding workers compensation and disability leave in order to be paid for the holiday.

**Section 4.** In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, excluding Christmas and New Year's Day, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before.

However, employees assigned to seven (7) day operations will celebrate the actual day of the holiday. Holiday hours shall be midnight to midnight.

**Section 5.** Eligible employees who perform no work on a holiday shall be paid for eight (8) hours of pay at their current hourly rate of pay.

**Section 6.** Employees who are required to work on a holiday shall receive, in addition to the holiday pay, time and one-half for all hours worked.

## **ARTICLE 12** **PAID TIME OFF**

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

	<b><u>Annual Rate</u></b>	<b><u>Biweekly Rate</u></b>	<b><u>Days Per Year</u></b>
6 mos. - 3 years continuous service	136 hours	5.2308 hrs	17
3 - 5 years continuous service	152 hours	5.8462 hrs	19
5 - 10 years continuous service	168 hours	6.4615 hrs	21

10 - 15 years continuous service	184 hours	7.0769 hrs	23
15 - 20 years continuous service	200 hours	7.6923 hrs	25
20 or more years continuous service	216 hours	8.3077 hrs	27

(Regular part-time bargaining unit employees shall accrue "Paid Time Off" hours at one-half of the above rate.) Regular part-time employees filling a full-time position on a temporary basis which exceeds ninety (90) calendar days, shall accrue "Paid Time Off" hours at the same rate as a full-time employee for the period of time which the employee works full-time hours after the ninety (90) calendar day period.

Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period.

**Section 1.** Accumulation of PTO hours shall be limited to 700 hours.

**Section 2.** Upon termination of employment due to the 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 six hundred (600) hours (Maximum payment of three hundred (300) hours at employees current rate of compensation) through date of termination that such employee has accrued.

Upon retirement, this dollar amount will count toward the employee's final average compensation. Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day.

**Section 3.** PTO use for other than disability or illness is limited to twice the amount of time that can be accrued in a year. Bargaining unit employees may bid for anticipated PTO on a seniority basis beginning each January 10th and ending on each January 31st. After January 31st, all employees who have failed to select their anticipated PTO time will take whatever time is available on a first come first serve basis. The department head will notify employees no later than February 28th of approval of anticipated PTO periods. Once PTO is granted for anticipated PTO requests made prior to January 31st, changes will be by mutual agreement. PTO granted for anticipated PTO requests made after January 31st is subject to change if deemed necessary by the department head.

Requests for PTO must be made in writing and signed by the applicant. The form will be submitted to the supervisor designated by the department head for approval or denial. The employer will make reasonable efforts to notify the applicant of the disposition within 24 hours, however, disposition must be provided within 72 hours, unless extreme circumstances require a greater length of time. If after 72 hours the applicant has not been notified of the disposition, the applicant shall make an inquiry, at which time the employer must provide a disposition. Requests for PTO shall not be arbitrarily denied.

**Section 4.** PTO taken for a short term illness of three (3) days or more shall require a doctor's certification before return to work. The EMPLOYER may request a doctor's certification for any absence due to illness if PTO is being abused.

**Section 5.** An employee may not waive PTO and receive extra pay in lieu thereof.

**Section 6.** When a holiday observed by the EMPLOYER falls during an employee's scheduled PTO, the holiday will not be charged as a PTO day.

**Section 7.** For the purpose of computing PTO in accordance with the above provisions, hours worked shall include all hours in paid status as PTO during absence due to sickness or injury. PTO time will accrue during absence due to Workers Compensation or Paid Disability Leave for the first ninety (90) days.

**Section 8.** OPEIU members may donate earned PTO hours to support fellow employees in personal or family situations in accordance with County Policy Number 341, Section 6.7, as amended on April 25, 2006.

### **ARTICLE 13** **DISABILITY LEAVE**

Disability shall be in accordance with County Policy Number 361, as amended on August 12, 2008.

### **ARTICLE 13(A)** **LIGHT DUTY**

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

The County of Saginaw will assign light duty jobs after review of medical evidence of restrictions. All light duty assignments will be consistent with the employee's medical restrictions.

Time spent in a light duty assignment shall count toward an employee's seniority and longevity entitlement.

A light duty assignment will not be used if it displaces a bargaining unit employee or causes a lay-off.

### **ARTICLE 14** **INSURANCE**

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to March 28, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after March 28, 2006.

**Section 1. Health Insurance for CURRENT EMPLOYEES.** The Employer shall pay the premium (subject to employee co-pay as provided in Article 14, Section 10) for the chosen program either PPO Option 1 with a 20% employee co-pay or PPO Option 2 with a 10% employee co-pay, or Community Blue 1 with a 10% employee co-pay, or PPO Option 8 with a 0% employee co-pay, or provide comparable coverage for each employee, their current spouse and dependents as covered under the provisions of this contract and its attachments. CURRENT EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods. After selecting a plan the plan may only be changed during an open enrollment period which shall be announced at least fifteen (15) days in advance. Those employees who do not indicate a plan change shall continue under the previously declared plan. The Employer shall continue to pay its share of the premium for applicable insurance, during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty. Dependents, as used in this section, shall be in accordance with the definition of the insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (Section 12) at the time they are employed and at the annual reopening. Upon full ratification of this Agreement, the Employer will provide a special open enrollment period of 30 days, so that members may change from the option chosen during the term of the former collective bargaining agreement.

Effective on a date to be determined by the Employer, those employees enrolled in PPO1 and PPO2 shall be subject to the following benefit changes, in summary:

- a. For Hospital Outpatient Emergency Room Services, a \$50 co-pay shall apply, and will be waived if admitted or for accidental injury;
- b. For Office Visits, a \$20 co-pay shall apply;
- c. A \$100/\$200 annual deductible shall apply for services provided in-network (\$100 for each individual; \$200 per family) pursuant to BC/BS rules and regulations;
- d. A \$200/\$400 annual deductible shall apply for services provided out-of-network (\$200 for each individual; \$400 per family) pursuant to BC/BS rules and regulations;
- e. For Prescription Drugs, a \$10 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

Effective on a date to be determined by the Employer, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

For Prescription Drugs, a \$5 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

Benefits and coverage for PPO1, PPO2, PPO8 and Community Blue 1 are summarized in the attached benefit grids.

**Section 2. - Health Insurance for NEW EMPLOYEES.** The Employer shall pay the group premium effective on the first day of the month subsequent to completion of six (6) months' qualifying service for the health care program known as PPO8 or provide comparable coverage for each employee, their current spouse and dependents as covered under the PPO8 health care program.

The County shall continue to pay its share of the premium for applicable insurance during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty. Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as defined in Section 12) at the time they are employed and at the annual reopening.

NEW EMPLOYEES shall not be eligible for any other health care program offered by the Employer, except as follows: During an open enrollment period, NEW EMPLOYEES may elect to purchase, or "buy up" to PPO Option #1 or PPO Option #2 or Community Blue 1 at a cost equal to the actual difference, plus any administrative expenses, as determined exclusively by the County Controller's Office, between PPO 8 and the coverage elected by the NEW EMPLOYEE. All costs associated with a NEW EMPLOYEE'S election to purchase a plan other than PPO 8 shall be borne exclusively by the affected NEW EMPLOYEE and the Employer shall incur no costs or expenses whatsoever related to any NEW EMPLOYEE'S election to choose a plan other than PPO 8. NEW EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods.

Effective on a date to be determined by the Employer following the special open enrollment period as provided in Article 14, Section 1, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

For Prescription Drugs, a \$5 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

**Section 3. Continuation of Health Care Coverage Upon Retirement For CURRENT EMPLOYEES Only.** To be eligible for continuation of health care coverage upon retirement, employees must satisfy both the age and service requirements associated with retirement under the MERS DB plan, even if they are members of the ICMA DC plan. Employees shall be eligible to continue with the group health insurance option in which they are enrolled at the time of retirement and there will be no opportunity to switch to other existing options, pursuant to the following conditions:

- (a) An employee hired on or before March 31, 1996 retiring from Saginaw County employment and his/her spouse at the time of retirement shall be eligible to continue with the group health insurance option in which they are enrolled, provided proper application is made prior to retirement and the employee is a member of the Plan on the date of retirement.
- (b) An employee hired after March 31, 1996, upon retiring from Saginaw County employment, shall be eligible for single coverage only and may not purchase

coverage for non-covered dependents.

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. The hospitalization insurance for retirees and authorized dependents, as applicable, shall be converted to Medicare complementary coverage at County expense upon either the subscriber or a covered dependent becoming eligible for Medicare. The subscriber and his/her dependent(s) must enroll in both Parts A and B of Medicare at the subscriber's expense. For those retirees enrolled in PPO1 or PPO2, in order to coordinate with Medicare, subscribers may be transferred to a different health plan which coordinates with Medicare (e.g. Traditional/Master Medical). In such a case, if a plan member who becomes eligible for the Medicare conversion dies before the other plan member is eligible for the Medicare, then the surviving plan member shall be transferred to the PPO Plan in which they were enrolled prior to the conversion. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. An employee who retires shall contribute to the payment of the health insurance premium required for coverage of the employee and authorized dependents, as applicable. The retiree's share shall be a percentage as indicated in the following Tables below. Payment shall be in accordance with the number of years of service actually worked for Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the County Defined Benefit Pension through MERS.

Employees who have completed at least twenty (20) years of service actually worked on March 28, 2006 shall contribute to the payment of the health insurance premium as listed in TABLE A.

<b><u>TABLE A</u></b>		
<b><u>Full - Time Years of Service Actually worked</u></b>	<b><u>Employer Pays</u></b>	<b><u>Retiree Pays</u></b>
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20	95%	5%
Over 20	100%	0%

All other employees shall contribute to the payment of the health insurance premium as listed in TABLE B.

**TABLE B**

<b><u>Full - Time Years of Service Actually worked</u></b>	<b><u>Employer Pays</u></b>	<b><u>Retiree Pays</u></b>
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 & Over	95%	5%

Current regular part-time employees shall not be entitled to any retiree health insurance coverage when they retire.

Employees who retire and are eligible for health insurance coverage, may make an irrevocable election to receive instead health insurance offset payments of One Hundred Fifty Dollars (\$150.00) per month through their retirement, in lieu of said coverage, provided they are not covered under a County health plan. This election is irrevocable; individuals electing this option may not re-enter the health coverage program under any circumstances.

For the specified time period only, as stated herein, CURRENT EMPLOYEES may make an irrevocable election to refuse the retirement health insurance provided in this Section and shall thereby be enrolled in the Plan described in Section 4 below for NEW EMPLOYEES. CURRENT EMPLOYEES refusing traditional retirement health insurance shall never be eligible for the retirement health insurance provided in this Section or any other retirement health insurance provided by the County at any time in the future. CURRENT EMPLOYEES who refuse retirement health insurance and are thereby enrolled in the Plan shall be paid a one-time incentive of Fifteen Thousand Dollars (\$15,000.00) by the County. The employee shall be responsible for any and all tax consequences associated with the incentive payment. This paragraph shall terminate one year from the date of ratification; and on said date and thereafter, this paragraph shall be considered null and void and be eliminated from this Agreement.

**Section 4. Retirement Health Care Savings Program for NEW EMPLOYEES.** NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 3 above or any other retirement health insurance that may be provided by the County in the future. NEW EMPLOYEES and those employees previously enrolled in the former RHS plan shall thereby be enrolled in an employer-sponsored Health Care Savings Program

(HCSP) per the EMPLOYER's agreement with MERS. The EMPLOYER will contribute 1% of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute a percentage of their salary ranging from 0.25% to 10%. This amount may be increased at any time, but never decreased, per the HCSP's rules. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

**Section 5. 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 as follows, or comparable coverage:

**Eligible Persons:** Full-time regular employees, their legal spouses and their dependent children as defined by the carrier.

**Waiting period:** Employees are eligible on the first (1st) day of the month following six (6) months of completed full-time service.

**Percentage:** Class I - 100% (Preventive, diagnostic, emergency palliative)

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

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

\$1,500 maximum per person per contract year for Class I and Class II benefits.

**Section 6. Life Insurance.** The County shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00) Accidental Death and Dismemberment insurance effective the first (1st) day of the month following six (6) months of completed full-time service. The amount reduces to 92%, 84%, 76%, 68%, 60%, and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays, respectively. Employees who retire will be insured for Four Thousand and 00/100 Dollars (\$4,000.00) group term life.

**Section 7. Workers' Compensation.** In the event an employee sustains an occupational injury, he/she will be covered by applicable Workers' Compensation laws. Any employee sustaining an occupational injury shall be paid for the days scheduled to work during the first (1st) seven (7) calendar days after the injury not chargeable to any other benefit. The employee shall fill out the appropriate Workers' Compensation forms and must substantiate such injury. This article shall apply only to compensable injuries.

The employee shall be responsible for immediately filing notice of claim according to statute.

The EMPLOYER shall maintain the right to remain in communication with an employee who is absent due to a compensable injury to determine the nature of the disability, prognosis, and expected date of return.

The EMPLOYER reserves the right to provide fringe benefits as allowed by appropriate Workers' compensation rules, regulations, or law. Fringe benefits which will continue for one (1) year are health, dental, vision and life insurance with the appropriate co-pays required.

**Section 8. Liability Insurance.** The EMPLOYER shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employees 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 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 (\$15,000,000.00) and shall include the cost of defense, including attorney fees).

**Section 9. Dual Coverage.** Employees and retirees of the EMPLOYER shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this Agreement.

**Section 10. Employee Co-payment.** In respect to the insurance coverage designated in Sections 1, 2 and 5 of this Article, it is agreed that employees shall pay ten percent (10%) of the premium cost of the PPO2 or Community Blue 1 health plan or twenty percent (20%) of the premium cost of the PPO1 health plan, zero percent (0%) of the premium cost of the PPO8 health plan, and ten percent (10%) of the premium cost of the dental plan. The EMPLOYER shall pay the remaining premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders. Applicable rates for the year are those in effect at the beginning of the premium year. The employee's contribution shall be changed only once each year coinciding with the beginning of the premium period, unless the employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time employees hired on or before May 21, 2002, shall continue to receive insurance benefits as provided in Section 1 and Section 5 for themselves only subject to the co-pay provided above. Regular part-time employees hired after May 21, 2002 shall not receive health insurance benefits whatsoever.

**Section 11. Continuation of Insurance.** Insurances shall continue in force at County expense as follows:

**Health:** In the event of layoff, health insurance shall be continued at County expense for a period of two months after the last day of the month subsequent to the date of the employee's layoff. In the event of a leave of absence, health insurance shall be continued at the EMPLOYER'S expense to the last day of the month subsequent to 30 days after the leave began. The term

"EMPLOYER'S expense" shall be in accordance with Section 10 of this Article.

**Dental:** Coverage shall continue at County expense until the last day of the month subsequent to layoff or leave of absence.

**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 and other than service in the armed forces. In cases of total disability, continuation beyond six (6) months may be possible in accordance with the terms and conditions of the insurance policy. An eligible employee who returns to work without loss of seniority within two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first day of the month after his/her return to work.

**Separation:** In all separations except as provided in Section 3 of this Article, all insurance coverage will terminate the last day of the month subsequent to the employee's separation. Health, dental and vision coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

**Section 12. Option to Health Insurance Coverage.** An employee who is eligible to receive or presently enrolled in a County health insurance program may choose to receive One Hundred, Fifty and 00/100 Dollars (\$150.00) per month in lieu of such insurance coverage, provided, however, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and, further, must not be covered as a dependent of a County employee.

If an employee's status changes such that he/she is no longer covered 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 occurs due to the employee not notifying the EMPLOYER in a timely manner, or for any other reason not directly attributable to the EMPLOYER, the EMPLOYER shall in no way be held liable for health coverage during such lapse.

For retiree eligibility for offset payments see Article 14, Section 3.

**Section 13. Optical Insurance.** Employees and their eligible dependents will be entitled to the following vision benefits: eye examination, lenses and frames or contact lenses once every twenty-four (24) months. Commonly used frames and lenses are covered in full. Contact lense allowance is Two Hundred Ten and 00/100 Dollars (\$210.00) if medically necessary, One Hundred Fifty and 00/100 Dollars (\$150.00) if elective. Fully covered services may be received from participating providers. Services from non-participating providers are partially covered.

Co-pays are Twenty-Five and 00/100 Dollars (\$25.00) for eye examination, Twenty-Five and 00/100 Dollars (\$25.00) for lenses and frames or contact lenses. No payroll deduction is required.

**Section 14. Wellness Activity Reimbursement.** The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, up to the amount of \$200 per calendar year.

**Section 15. Blue Cross/Blue Shield Michigan Savings Refund.** Historically, the County of Saginaw receives an annual Michigan Savings Refund (Refund) from Blue Cross/Blue Shield of Michigan (BCBSM). This annual Refund has been based on physician and other medical provider settlements; pharmacy recoveries; and prescription drug rebates. The EMPLOYER agrees to provide each bargaining unit employee who is eligible to receive employer-sponsored health benefits a pro-rata share of the annual Refund on or before March 31 of the following year for “refund years” 2010, 2011 and 2012 (e.g. 2010’s annual Refund share, if any, will be distributed by March 31, 2011). For purposes of this Section, “refund years” mean the 12-month periods recognized by BCBSM (historically from December 1 through November 30). The pro-rata share shall be based on the total number of County employees eligible to share the annual Refund amount. Eligibility for the pro-rata share of the Refund is contingent on the employee having been employed the entire “refund year,” as no shares will be prorated.

By way of example only, using 2008’s Refund in the amount of \$246,071.91, if 500 employees had been eligible to receive the annual Refund, each employee who was employed during the entire 2008 “refund year” would have received approximately \$492 by March 31, 2009. Further, if an employee had left employment on November 29, 2008, said employee would not have been eligible for nor would he/she have received any share of the Refund for that “refund year”.

The UNION acknowledges and agrees that the EMPLOYER has no control whether an annual Refund is provided by BCBSM or the amount of the annual Refund, if provided. The UNION further understands that no promises or representations have been made by the EMPLOYER as to any future amount of the annual Refund, if any.

**Section 16. Participation in Union/Management Health Insurance Committee.** The UNION agrees to provide one representative to participate on a Union/Management Health Insurance Committee to be established by the Employer.

**Section 17. General.** The EMPLOYER may select or change the insurance carrier of the plans in this Article at its discretion or may choose to be self insured after first informing the UNION of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained. The EMPLOYER agrees to meet and consult with the UNION prior to implementing any change in the provider of health coverage.

## **ARTICLE 15** **LEAVES OF ABSENCE**

**Section 1.** Employees shall be eligible to apply for leaves of absence after completion of

their probationary period with the EMPLOYER. Leaves of absence are for employees who, in addition to their PTO time, require time off their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. However, employees shall first be required to utilize any PTO available to them while on an approved leave of absence, however, employees may elect to maintain a maximum balance of no more than forty (40) hours in their PTO banks throughout their leave of absence, if requested and granted through the Controller's Office or, if applicable, court officials, prior to approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee. Time spent on unpaid leave will not be credited toward years of service in the retirement system if it exceeds thirty (30) days, except that educational leave which benefits the County shall be credited.

**Section 2.** Any request for a leave of absence shall be submitted in writing by the employee to the department head. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The department head shall indicate his/her approval/disapproval and forward the request to the Personnel Department for consideration. In the case of the courts, the respective Chief Judge or designee will render approval/disapproval. 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 an approved leave of absence, however, the time shall not count toward progression on the merit scale.

**Section 5. Military Leave.** Except as herein provided, the re-employment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as those afforded non-union employees pursuant to Saginaw County Policy Number 636, as amended on October 25, 2005.

**Section 6.** Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

- (a) Employees shall be paid the difference between any jury duty compensation they receive 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 amount received for jury duty.

**Section 7.** Employees required either by the County of Saginaw, or any other agency, to appear before a court or such agency on any matters related to the lawful performance of their duties to the EMPLOYER in their work for Saginaw County, and in which they are personally involved as a result of the faithful performance of their duties to the EMPLOYER, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they

receive from the Court or agency and their wages for time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the EMPLOYER.

**Section 8.** Leaves of absence without pay may be granted to any employee elected or selected by the UNION to attend educational classes or conventions conducted by the UNION, provided two (2) weeks notice is given to the EMPLOYER. Refusal to grant leave under this section shall be subject to the grievance procedure. The number will not exceed three (3) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one calendar year.

**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. Family and Medical Leave.** Family and Medical Leave shall be in accordance with Saginaw County Policy No. 364, as amended on January 20, 2009, subject to law.

## **ARTICLE 16** **BEREAVEMENT LEAVE**

In the event of a death in the employee's close or immediate family, specifically, the following relationships: Mother, Father, Sister, Brother, Spouse, Child, Step-Child, Legal Guardian, Parent-in-Law, son or daughter-in-law, Grandparents, Grandchildren, current step-parents, brother-in-law and sister-in-law, the employee shall be granted twenty-four (24) hours additional Paid Time Off (PTO). This additional paid time off shall be added to the employee's current PTO bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO shall apply.

## **ARTICLE 17** **GENERAL**

**Section 1.** Authorized representatives of the UNION shall be permitted to visit the operation of the EMPLOYER during working hours to talk with Stewards of the local UNION and/or representatives of the EMPLOYER concerning matters covered by this Agreement without interfering with the operations of the EMPLOYER. The UNION will notify the EMPLOYER prior to any such visits.

**Section 2.** The EMPLOYER agrees to provide bulletin board space which may be used by the UNION for announcements affecting the EMPLOYER'S employees. Notices other than announcements of meetings, elections, Saginaw County Job Postings, or social events shall be submitted to the EMPLOYER for approval prior to posting.

**Section 3.** Should the EMPLOYER require any employee to be bonded or appointed as a notary public, any premium involved shall be paid by the EMPLOYER.

**Section 4.** Any employee (exclusive of maintenance workers) called in for duty for other than his/her regular shift, shall receive a minimum two (2) hours call in time for which he/she shall be paid straight time or time and one-half (1 1/2) as appropriate in accordance with Article 10, Section 3.

Maintenance workers who are called in to start their shift early will have two (2) options: (1) working an eight (8) hour shift and leaving when given permission; or (2) working an eight (8) hour shift plus two (2) hours (should the additional time worked be two (2) hours or less, the minimum amount of compensation will be for a two (2) hour period). Under the above conditions, when the maintenance worker leaves after the eight (8) hour shift, a signature of approval must be obtained on the time card from the Director of Maintenance or designee. Should the maintenance worker be called into work on weekends or after hours (any hours not in conjunction with regular shift), the worker will be compensated for time worked. (Should the time worked be two (2) hours or less, the minimum amount of compensation received will be for a two (2) hour period).

**Section 5.** Each employee shall have the right to review his/her personnel file upon request.

**Section 6.** Employees required to drive their privately owned vehicle for County business shall be entitled to reimbursement at a base mileage rate equivalent to the IRS approved rate for the time period.

**Section 7.** The County agrees to have this Agreement printed and to distribute copies to members of the bargaining unit.

**Section 8.** The EMPLOYER shall furnish five (5) sets of shirts and trousers to designated custodial and maintenance employees. Shirts and trousers shall be laundered, repaired and maintained in a business-like appearance at all times by the employee. Said clothing will be replaced by the EMPLOYER when required based on normal wear and exchange of the old shirt or trouser. Misuse or careless defacing or destruction of the clothing will be at the expense of the employee. Said clothing shall be worn only on the job and to and from work.

The County will pay an annual Seventy-Five and 00/100 Dollar (\$75.00) uniform cleaning fee to the maintenance and custodial employees payable on or about June 1 of each year. Ground maintenance employees shall also receive Eighty-Five and 00/100 Dollars (\$85.00) per year footwear allowance for safety shoes required under the Department of Labor safety standards. This Section shall apply to applicable employees who actually work during the period of the allowance (e.g. employees on a year-long disability do not qualify). However, any employee who was not eligible for the uniform cleaning fee and footwear allowance on June 1, shall receive the allowance(s) when he/she returns to work that same year (e.g. prior to the next June 1).

**Section 9.** The EMPLOYER encourages Saginaw County residency for all employees. Where appropriate, the EMPLOYER may recruit and hire qualified individuals from within Saginaw County or those who indicate an intention to relocate to Saginaw County, but the EMPLOYER shall not discriminate against any bargaining unit member on account of residency.

**Section 10. Educational Reimbursement.** Regular full-time and part-time employees shall be eligible to participate and enjoy the benefits of educational reimbursement as defined in the Saginaw County Educational Reimbursement Policy to the extent and level of benefit as determined by the Board of Commissioners and in effect at the time of application. This program is not funded as of the date of this Agreement.

**ARTICLE 18**  
**SAVINGS CLAUSE**

If any Article or Section of the Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 19**  
**WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, except as provided in Article 20, Section 2.

**ARTICLE 20**  
**SALARIES**

**Section 1.** Job classification seniority for progression on the salary schedule shall commence with the employee's first full day of work within that classification on a regular basis for the EMPLOYER; provided, however, an employee assigned to a higher position on a full-time temporary basis, which later becomes regular, without a break, shall retain classification seniority from date first assigned.

Wages shall be:

Effective October 1, 2009: No base wage increase

Effective October 1, 2010: No base wage increase; 1.75% One-time lump sum, considered as payroll.

Effective October 1, 2011: No base wage increase; 1.75% One-time lump sum, considered as payroll.

Effective October 1, 2012: No base wage increase; 1.75% One-time lump sum, considered

as payroll.

In order to receive the lump sum payment, employees must be employed in this bargaining unit on October 1 of the respective year and at the time of ratification by both parties (e.g. employees becoming members of this bargaining unit on October 2 or thereafter are not entitled to the lump sum for that year; likewise, employees in this bargaining unit on October 1, but who leave this bargaining unit after October 1 shall be entitled to the lump sum for that year, as long as they are members of the bargaining unit upon ratification). Lump sum payments shall not be prorated during the year. Payment of lump sums shall be made as soon as practicable after October 1 of each year. Contingent on ratification by all parties by December 15, 2010 and contingent on all Union signatories' execution of this Agreement by December 22, 2010, payment of the first lump sum shall be made for the pay period ending January 8, 2011, to be included in the paycheck to be issued January 14, 2011.

**Section 2.** Each job classification as indicated in Schedule A shall have a written job description on file in the County Personnel Office and may be reviewed by the employees or the UNION upon request. If during the life of the Agreement, new jobs within the bargaining unit are established or the duties and responsibilities of an existing job are substantially changed, the EMPLOYER shall evaluate the job prior to establishing a rate of pay therefore. Whenever a request is made for the classification of a new position or the reclassification of a current position, the UNION shall be given a copy of the request, including a copy of the proposed job description or employee questionnaire. The UNION may, at its discretion, submit documentation to support or oppose the request and make comments on the proposed job description or employee questionnaires, which will be presented to the Labor Relations Subcommittee. Any changes in the job evaluation committee structure for bargaining unit employees will be negotiated.

The bargaining unit shall designate one of its members to serve as an active participant on the subcommittee's factoring recommendation panel for a minimum of one (1) year; to factor as determined by the EMPLOYER only those positions that are included in this bargaining unit. The UNION'S participation in this process does not diminish, whatsoever, the exclusive right of management to determine job classifications in accordance with Article 2, Section 2. The EMPLOYER shall ultimately make the final decision to determine job classifications.

## **ARTICLE 21** **LONGEVITY**

Full-time members of the bargaining unit (hired before March 28, 2006 shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of Seventy and 00/100 Dollars (\$70) per year for each full year (as of December 1) of full-time continuous services as defined in Article 6 beginning upon completion of five (5) years of service. Employees hired on or after March 28, 2006 shall not be eligible for nor shall they receive longevity pay. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive pro rate longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive prorated longevity pay for the year.

**ARTICLE 22**  
**RETIREMENT**

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to March 28, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after March 28, 2006.

Employees hired prior to April 1, 1996, who have not voluntarily opted to be members of the ICMA Defined Contribution plan or who are otherwise eligible for and currently participating in MERS, shall be members of the Michigan Municipal Employer's Retirement System in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended with Benefit B-4 (with 3.88% employee contribution) and F50/25 or F55/20, FAC 5, V-6 Program with zero percent (0%) employee contribution.

All other Current Employees hired on or after April 1, 1996, 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%

All NEW EMPLOYEES shall be members of the Saginaw County Defined Contribution Plan (currently independently administered as a Trust Fund in conjunction with-the International City Managers Association ICMA), which provides for the following employee and employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
3%	0%	3%
6%	6%	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 fifty-five (55) with six (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 and including 35 months	0%

36 months through 47 months	25%
48 months through 59 months	50%
60 months through 71 months	75%
72 months plus	100%

Ten (10) days worked in a month will be counted as one (1) month. Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after one hundred percent (100%) vesting the employees shall select the option for both the UNION'S and the employees 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.

If the Employer offers early retirement incentives to any other represented group of County employees (other than those groups subject to Act 312 binding arbitration) or to non-union employees, then the Employer shall meet with the Union to determine if the early retirement incentives were offered without economic concession on the part of the other group(s). If no economic concessions were made by the other group(s), then the Employer shall offer the same incentives to this Union. Conversely, if economic concessions were made by the other group(s), then the Employer will provide this Union the opportunity to accept the incentives in exchange for making the same economic concessions as were made by the other group(s).

**ARTICLE 23**  
**TERMINATION OF AGREEMENT**

This Agreement shall be in full force and in effect from the date of agreement between the parties, to and including September 30, 2013, subject to approval by District, Circuit, Probate Judges, Saginaw County Elected Officials, and the Saginaw County Board of Commissioners and ratification by the OPEIU membership, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2013, or September 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such agreement.

FOR THE COUNTY OF SAGINAW

FOR THE UNION OFFICE AND  
PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 459

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MICHAEL P. O'HARE, Chair  
Board of Commissioners

By: \_\_\_\_\_ Date \_\_\_\_\_  
JEFFREY FLEMING, Serv. Representative

[signature pages continue]

FOR THE 10<sup>TH</sup> CIRCUIT COURT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HONORABLE ROBERT L. KACZMAREK  
Chief Judge

By: \_\_\_\_\_ Date \_\_\_\_\_  
BETH HAZZARD

FOR SAGINAW COUNTY PROBATE COURT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HONORABLE PATRICK J. MCGRAW  
Presiding Judge

By: \_\_\_\_\_ Date: \_\_\_\_\_  
KATHLEEN E. MARTIN

FOR THE 70<sup>TH</sup> DISTRICT COURT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HONORABLE M. RANDALL JURENS  
Chief Judge

By: \_\_\_\_\_ Date \_\_\_\_\_  
KATHLEEN REISTERER

SAGINAW COUNTY ELECTED OFFICIALS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MILDRED M. DODAK  
Register of Deeds

By: \_\_\_\_\_ Date \_\_\_\_\_  
LONNY SAMPSON

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MARVIN D. HARE  
Treasurer

By: \_\_\_\_\_ Date \_\_\_\_\_  
ERIKA L. SPEACE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
SUSAN S. KALTENBACH  
Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MICHAEL D. THOMAS  
Prosecuting Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
JAMES A. KOSKI  
Public Works Commissioner  
[signature pages continue]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MARC A. McGILL  
Controller

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
GILBERT, SMITH & BORRELLO, PC  
By: Andre R. Borrello

## APPENDIX A

### A. MANAGEMENT SECURITY

**Section 1.** No employee, UNION member or other agent of the UNION, shall be empowered to call, encourage, cause, or participate in or support any strike, work stoppage, or cessation of employment prohibited under Act 379, Public Acts of 1965. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

### B. JUDGES' PERSONAL STAFF

**Section 1.** Members of each Judge's personal staff, bailiffs, court clerks, court reporters, and secretaries, serve at the sole and unbridged discretion of the Judge to whom said employee is assigned. All of said positions shall be filled at the sole discretion of the Judge for whom said employee is to work. The members of the Judge's personal staff shall have the right to the grievance procedure as herein above set forth. No language dealing with transfers and/or bumping shall be applicable to the Judge's personal staff.

**Section 2.** In the event a member of the Judge's personal staff is relieved of his/her position for any reason other than discharge by the Judge for just cause, said employee will be treated as if he/she was laid off and he/she will have the rights granted under Article 9 "LAYOFF AND RECALL".

**Section 3.** The provisions of this Addendum shall supersede and take precedence over any provision of the Agreement hereinbefore set forth which is inconsistent with any provision of this Addendum.

**APPENDIX B  
Salary Schedules**

T-01	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$18,038	\$18,580	\$19,166	\$19,754	\$20,432	\$21,103	\$21,736
	\$693.77	\$714.62	\$737.15	\$759.77	\$785.85	\$811.65	\$836.00

T-02	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$18,768	\$19,331	\$20,007	\$20,684	\$21,436	\$22,024	\$22,685
	\$721.85	\$743.50	\$769.50	\$795.54	\$824.46	\$847.08	\$872.50

T-03	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$19,585	\$20,173	\$20,843	\$21,526	\$22,197	\$22,947	\$23,636
	\$753.27	\$775.88	\$801.65	\$827.92	\$853.73	\$882.58	\$909.08

T-04	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$20,320	\$20,929	\$21,687	\$22,449	\$23,201	\$23,954	\$24,672
	\$781.54	\$804.96	\$834.12	\$863.42	\$892.35	\$921.31	\$948.92

T-05	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$21,139	\$21,773	\$22,530	\$23,288	\$24,251	\$24,882	\$25,632
	\$813.04	\$837.42	\$866.54	\$895.69	\$932.73	\$957.00	\$985.85

T-06	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$21,958	\$22,616	\$23,372	\$24,211	\$25,046	\$25,892	\$26,670
	\$844.54	\$869.85	\$898.92	\$931.19	\$963.31	\$995.85	\$1,025.77

T-07	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$23,018	\$23,710	\$24,549	\$25,390	\$26,314	\$27,236	\$28,054
	\$885.31	\$911.92	\$944.19	\$976.54	\$1,012.08	\$1,047.54	\$1,079.00

T-08	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$24,160	\$24,882	\$25,810	\$26,731	\$27,658	\$28,669	\$29,527
	\$929.23	\$957.00	\$992.69	\$1,028.12	\$1,063.77	\$1,102.65	\$1,135.65

T-09	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$25,385	\$26,148	\$27,068	\$28,075	\$29,090	\$30,097	\$30,999
	\$976.35	\$1,005.69	\$1,041.08	\$1,079.81	\$1,118.85	\$1,157.58	\$1,192.27

**APPENDIX B**  
**Salary Schedules**

T-10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$26,608	\$27,407	\$28,501	\$29,674	\$30,852	\$32,028	\$32,990
	\$1,023.38	\$1,054.12	\$1,096.19	\$1,141.31	\$1,186.62	\$1,231.85	\$1,268.85

T-11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$27,994	\$28,832	\$30,097	\$31,358	\$32,614	\$33,883	\$34,899
	\$1,076.69	\$1,108.92	\$1,157.58	\$1,206.08	\$1,254.38	\$1,303.19	\$1,342.27

T-12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$29,788	\$30,680	\$32,026	\$33,372	\$34,721	\$36,064	\$37,146
	\$1,145.69	\$1,180.00	\$1,231.77	\$1,283.54	\$1,335.42	\$1,387.08	\$1,428.69

T-13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$31,584	\$32,531	\$33,959	\$35,391	\$36,824	\$38,248	\$39,395
	\$1,214.77	\$1,251.19	\$1,306.12	\$1,361.19	\$1,416.31	\$1,471.08	\$1,515.19

T-14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$33,462	\$34,463	\$35,973	\$37,496	\$39,008	\$40,517	\$41,734
	\$1,287.00	\$1,325.50	\$1,383.58	\$1,442.15	\$1,500.31	\$1,558.35	\$1,605.15

T-15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$35,419	\$36,481	\$38,079	\$39,672	\$41,275	\$42,874	\$44,160
	\$1,362.27	\$1,403.12	\$1,464.58	\$1,525.85	\$1,587.50	\$1,649.00	\$1,698.46

T-16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$37,465	\$38,589	\$40,187	\$41,954	\$43,625	\$45,390	\$46,751
	\$1,440.96	\$1,484.19	\$1,545.65	\$1,613.62	\$1,677.88	\$1,745.77	\$1,798.12