

AGENDA

LABOR RELATIONS COMMITTEE

111 S. Michigan Ave., Rm. 200, Saginaw, MI 48602

Monday, February 12, 2024 at 4:00 p.m.

Members: Michael Webster - Chair, Sheldon Matthews - Vice-Chair, Denny Harris, Gerald Little, Christopher Boyd

Others: Administrator, Personnel Director, Finance Director, Civil/Labor Counsel, Board Staff, *Media*

- I. Call to Order
- II. Welcome – Roll Call
- III. Correction/Approval of Minutes (***January 11, 2024 Minutes - Attached***)
- IV. Public Comment
 - *Speakers limited to 3 minutes*
- V. Agenda
 1. **Jennifer Broadfoot, Personnel Director, re:**
 - **2-20-10** Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the month of January 2024 (*Receive & File*)
 2. **Dave Gilbert, Civil/Labor Counsel, re:**
 - **2-20-11** Requesting consideration and approval of two (2) Memorandums of Understanding between Saginaw County and POAM Unit 312 regarding amendment of Article 29 and UAW Local 455 – Unit 48 regarding the transfer of the Operations Supervisor in the Prosecutor’s Office from Unit 50 to Unit 48
 - **2-20-12** Requesting approval of an extension to the Professional Services Agreement with David Cable, former Circuit Court Administrator
- VI. Miscellaneous
- VII. Adjournment

MINUTES

LABOR RELATIONS COMMITTEE

DRAFT

111 S. Michigan Ave., Rm. 200, Saginaw, MI 48602

***Thursday, January 11, 2024 at *4:30 p.m.**

Present: Michael Webster - Chair, Sheldon Matthews - Vice-Chair, Denny Harris, Gerald Little, Christopher Boyd

Others: Jennifer Broadfoot, Koren Thurston, Dave Gilbert, Suzy Koeplinger

I. Call to Order---**Webster at 5:24 p.m.**

II. Welcome – Roll Call

III. Correction/Approval of Minutes (*December 11, 2023 Minutes*)
---**Moved by Little, seconded by Harris, to approve. Motion carried.**

IV. Public Comment ---**None**
• *Speakers limited to 3 minutes*

V. Agenda

1. **Jennifer Broadfoot, Personnel Director, re:**

- **1-16-14** Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the month of December 2023 (*Receive & File*)
---**Moved by Boyd, seconded by Harris, to receive and file. Motion carried.**

2. **Dave Gilbert, Civil/Labor Counsel, re:**

- **1-16-16** Requesting consideration and approval of a Memorandum of Understanding between the Saginaw County Trial Court and UAW Local 455 – Unit 48 regarding the hiring of Michael Yelsik as the Circuit Court Administrator
---**Moved by Boyd, seconded by Little, to approve pending approval by the Union. Motion carried. (Board Report)**

Referral from Courts & Public Safety Committee

- Authorization for Civil Counsel to negotiate with the appropriate unions to adopt new pay scales for Assistant Prosecuting Attorneys and management staff in the Prosecutor's Office
---**Moved by Harris, seconded by Little, to approve. Motion carried with Boyd abstaining. (Board Report)**

VI. Miscellaneous---**Chairman Boyd advised that Sheriff Federspiel is withdrawing deputization of Animal Control staff as of today.**

VII. Adjournment---**Harris moved, seconded by Little, to adjourn. Motion carried; time being 5:50 p.m.**

Respectfully Submitted,
Michael Webster, Committee Chair
Suzy Koeplinger, Committee Clerk



COUNTY OF SAGINAW **LABOR RELATIONS**

111 SOUTH MICHIGAN AVENUE
SAGINAW, MICHIGAN 48602

2-20-10

February 7, 2024

Commissioner Christopher Boyd, Chairman
Saginaw County Board of Commissioners
111 South Michigan Ave.
Saginaw, MI 48602

Re: Labor Relations Committee Employment Status Report

Dear Chairman Boyd:

Pursuant to a request from the Labor Relations Committee, the Personnel Department is herein submitting the Employment Status Report for February, 2024. As you are aware, the Personnel Department has been conducting exit interviews when possible (i.e., dependent upon cooperation of the former employee), as employees conclude their employment or transfer to another Department. Statistics for January, 2024 have been compiled, summarized and are enclosed for review. Retirements are reported for the first of the month following an employee's retirement date. Retirees with current contracts to provide services are also listed.

I hope the enclosed report provides the Labor Committee with the information required. I will be available at the February, 2024 meeting to answer any questions regarding this report. Meanwhile, if you or any Commissioner has questions, please do not hesitate to contact me. Thank you.

Sincerely,

Jennifer Broadfoot

Jennifer Broadfoot
Personnel Director

RECEIVED
SAGINAW COUNTY
BOARD OF COMMISSIONERS
2024 FEB -7 A 10:03

Employment Status Report –February, 2024

Name	Dept.	DOH	DOT	Title	Transfer Date	Dept.	Class From	Class To	Exit Int.	Reason
Leek-Booker, J.	Circuit	5/26/92	1/1/2024	Court Administrator	N/A	N/A	N/A	N/A	No	Retirement
Rivers, J.	COA	11/5/18	12/28/23	Caseworker	N/A	N/A	N/A	N/A	Yes	Workload
Barron, D.	Sheriff	12/2/21	1/1/24	Jail Security Officer	N/A	N/A	N/A	N/A	No	Resigned
Schroeder, L.	FOC	8/3/81	1/1/24	Chief Account Specialist	N/A	N/A	N/A	N/A	Yes	Retirement
Greenfelder, K.	Family Ct.	12/2/20	1/5/24	Attorney-Referee	N/A	N/A	N/A	N/A	No	Termination
Mathis, E.	Detention	8/11/14	1/8/24	Cook	N/A	N/A	N/A	N/A	No	New Job
Kanicki, B.	Animal Care	5/28/19	1/31/24	Director	N/A	N/A	N/A	N/A	No	Pursue Retirement
Valles, G.	Treasurer	3/9/21	N/A	Account Specialist II	1/24/24	FOC	T-10	T-10	No	Transfer

Summary of Exit Interviews – January, 2024

Mo./Yr.	Dept.	Why Leaving?	Are you satisfied with:			
			Pay?	Benefits?	Chance for Advancement?	Yrs. Service
1/24	FOC	Retirement	No	Yes	Good	42 yr. 5 mo.
1/24	COA	Retired from a number of other jobs; could not keep up with pace/workload of this job. Enjoyed working at COA.	Yes	N/A	Did not want to advance.	5 yr. 2 mo.

Retirees with Current Contract (February 1, 2024)

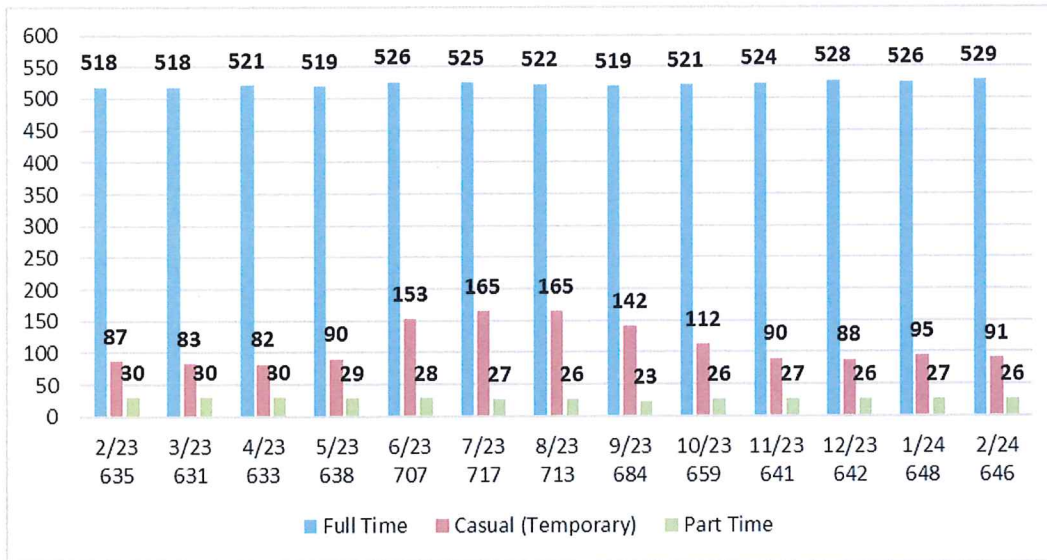
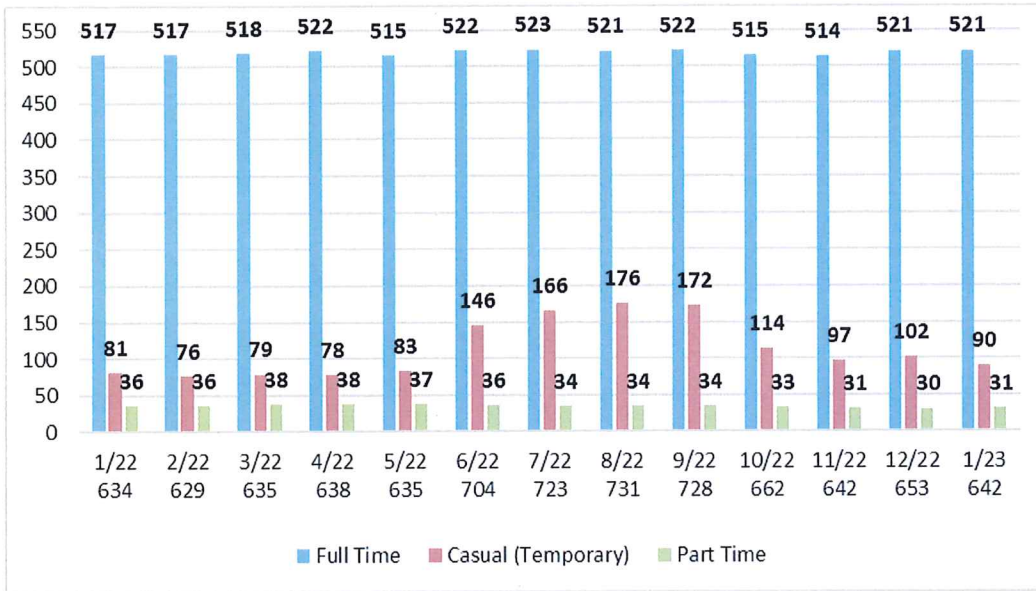
Name	Department	Retirement Date	Contract Expiration	Pay
Alan Kaufman (Kaufman Aviation)	H.W. Browne Airport	01/01/02	09/30/26	\$82,497 annually in 2024

Retirees Working as Needed (February 1, 2024) *

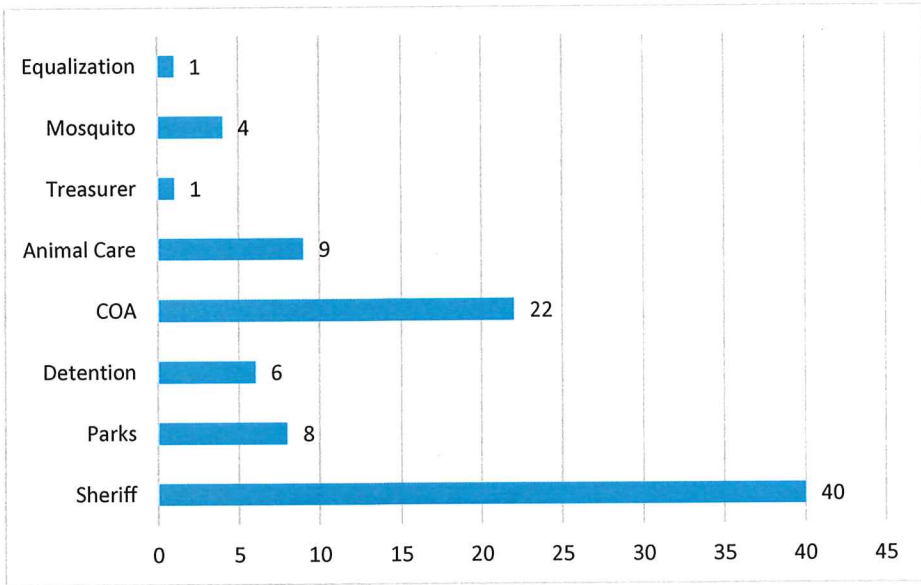
Name	Department	Retirement Date	Contract Expiration	Hourly Pay	Hours worked in January
Bethany Jacques	Health	7/1/19	September 30, 2024	\$50.00	66
Mary Patnode	Health	9/30/18	September 30, 2024	\$45.00	129.5
Maria Cisneros	Health	9/27/13	March 29, 2024	\$28.00	32.25

*This report does not include retired Court employees with a current contract.

Number of Employees (Reported for First of Month)



Number of Temporary Employees by Department (February 1, 2024)



Status Report
Saginaw County Employee Groups

February 1, 2024

Employee Group	Employees	Expiration of Contract	Status
Commissioners	11	December 31, 2024	Set
Elected Officials	6	December 31, 2024	Set
Judges	12	State of Michigan Commission	Set
Non-Union	11	September 30, 2024 Annual via Budget	Set
UAW – Managers	59	9/30/2024	Set
UAW – Professionals	58	9/30/2024	Set
UAW – Clerical, Technical, & Paraprofessionals	21	9/30/2024	Set
COAM – Sheriff Unit II-Sergeants	14	9/30/2025	Set
POAM – Detention Youth Care Specialists	16	9/30/2024	Set
POAM – Prosecutors	19	9/30/2024	Set
POAM – Detention Center Supervisors	4	9/30/2024	Set
Teamsters – Health Dept./COA Employees	76	9/30/2024	Set
COAM – Sheriff Unit III- Captain/Lieutenants	5	9/30/2024	Set
POAM – Animal Shelter Employees	8	9/30/2024	Set
POAM – Probation Officers, Family Division	7	9/30/2024	Set
TPOAM – Courthouse Employees	138	9/30/2024	Set
Teamsters – Public Health Nurses	11	9/30/2024	Set
POAM – Sheriff Unit 1 (312 Eligible)	40	9/30/2025	Set
GELC – Probation Officers, District Court	5	9/30/2024	Set
POAM – Sheriff Unit 1 (Non-312 Eligible)	34	9/30/2024	Set
Total	555		

GILBERT & SMITH, P.C.
ATTORNEYS AT LAW

721 SOUTH MICHIGAN AVENUE
SAGINAW, MICHIGAN 48602-1529

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LABOR RELATIONS

DAVID M. GILBERT
LAWRENCE WM. SMITH
AMY L. LUSK

SAGINAW (989) 790-2500
FAX (989) 790-2889

February 9, 2024

2-20-11

RECEIVED
SAGINAW COUNTY
BOARD OF COMMISSIONERS
2024 FEB -9 P 12:18

Chairman Michael A. Webster
Saginaw County Board of Commissioners
111 S. Michigan Avenue
Saginaw, Michigan 48602

Re: MOU's for Consideration by the Labor Relations Committee

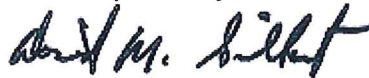
Dear Chairman Webster:

I am submitting for consideration by the Labor Relations Committee on February 12, 2024, the following MOU's:

- MOU with POAM Unit 312 regarding the amendment of Article 29 of the CBA;
- MOU with Local 455 – Unit 48 regarding the transfer of the Operations Supervisor in the Prosecutor's Office from UAW Local 455 – Unit 50 to UAW Local 455 – Unit 48.

I will be in attendance at the February 12th Labor Relations Committee meeting to answer any questions.

Respectfully,



David M. Gilbert
Civil/Labor Counsel

DMG/dms
Enclosures

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this ____ day of _____, 2024, by and between the COUNTY OF SAGINAW and the SAGINAW COUNTY SHERIFF (“EMPLOYER”) and POLICE OFFICERS ASSOCIATION OF MICHIGAN UNIT 312, representing full-time Deputies (“UNION”).

WHEREAS, EMPLOYER and the UNION are parties to a Collective Bargaining Agreement (“CBA”), which covers the time period January 17, 2023 through September 30, 2025;

WHEREAS, EMPLOYER is desirous of amending Article 29 of the CBA to combine those deputies tied to the general fund and those deputies who are funded solely from law enforcement millage to a single base wage increase for all three years of the contract;

WHEREAS, UNION is also desirous of amending Article 29 of the CBA to combine those deputies tied to the general fund and those deputies who are funded solely from law enforcement millage to a single base wage increase for all three years of the contract.

THEREFORE, it is agreed to as follows:

1. Article 29 of the CBA shall be amended in accordance with Exhibit A attached.
2. This MOU shall be binding upon the EMPLOYER and UNION; shall not be considered precedent setting; and shall not affect the CBA in any other manner than that which is specifically set forth herein.

FOR THE EMPLOYER:

FOR THE UNION:

Christopher S. Boyd, Chairman
Board of Commissioners

Steve Sellers

Mary Catherine Hannah,
County Administrator

William L. Federspiel – Sheriff

Approved as to Form:

David M. Gilbert – Labor Counsel
Gilbert & Smith, P.C.

ARTICLE 29
WAGES

It is agreed that wages shall be as indicated in Schedule "A" attached hereto and made a part hereof by reference. This adoption of attached wage scale represents an individual classification market value adjustment and not an across-the-board wage increase.

Consideration of Wages in Fiscal Years 2023, 2024, 2025

A shift differential of \$0.35 will be paid for actual hours worked by members of the bargaining unit whose shift begins on or after 1745 and ends at or before 0545. This premium does not include overtime shifts or overtime details.

~~**For those Deputies tied to the General Fund:** Employees will be provided a 2% base wage increase for 2022/2023, up to a 2% wage increase contingent on the Budget Stabilization Fund for 2023/2024, and up to a 2% wage increase contingent on the Budget Stabilization Fund for 2024/2025.~~

~~**For those Deputies who are funded solely from the Law Enforcement Millage:** Employees will be provided a 2% base wage increase for all three years of the contract. The increase will be effective October 1 of the respective fiscal years.~~

The wage increases for all Deputies will be retroactive to October 1, 2022.

The Deputies will also receive a 3% market adjustment in for 2022/2023 across the board. Those Deputies who are non FTO certified will be grandfathered in. However, the County and Sheriff's Department will no longer entertain hiring anymore non FTO certified officers after ratification date of this contract.

~~Pursuant to County Policy #221, a minimum balance of five percent (5%) of the most current Board Approved General Fund Budget (Budget) shall be maintained as a Budget Stabilization Reserve (Stabilization Fund) for fiscal years 2023 and 2024. If the Stabilization Fund ends the requisite Fiscal Year in compliance with Policy #221, then any amount in the Reserve Fund greater than 5% of the Budget shall be applied to provide a base wage increase equal to but not greater than two percent (2.0%) commencing October 1 of the requisite fiscal year. The actual base wage increase, if any, shall be based on General Fund employee payroll and considered in quarter percent (0.25%) increments.~~

~~For example, if \$50,000 represents the amount to provide no more and no less than a 0.25% base wage increase, and if the Stabilization Fund ends Fiscal Year 2014 with \$50,000 greater than 5% of Budget, then employees shall receive a 0.25% base wage increase. Using the same example, if the amount is \$49,999, then no increase will be provided; if the amount is more than \$50,000 but less than what would be required to provide a 0.5% base wage increase, then the employees shall receive a 0.25% base~~

~~wage increase. In summary, the amount above the Policy amount of 5% must be at or above the requisite quarter percent increment in order for that base wage increase to be provided.~~

Officers currently appointed as detectives, as of February 1, 2003, shall continue to serve in that capacity until their position is vacated. Once detective positions are vacated, those positions will be posted and filled as follows:

A) Detective vacancies will be posted as other promotional opportunities.

B) To be considered for a detective assignment, a deputy must be:

Non-probationary;

Have at least two years law enforcement experience within the Sheriff Department;

Have a satisfactory work record as determined by the Sheriff.

C) New detectives will be chosen by the Sheriff using the following criteria:

Education and experience;

Work record;

Interview(s).

a) The Sheriff will allow one local union representative at interviews for detective positions.

Direct Deposit is required for all employees.

Determination of wage increases will be made at the conclusion of the annual audit.

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this ____ day of _____, 2024 by and between the COUNTY OF SAGINAW and the SAGINAW COUNTY PROSECUTING ATTORNEY ("EMPLOYER") and UAW LOCAL 455 – UNIT 48, representing Managers ("UNION").

WHEREAS, the EMPLOYER and the UNION are parties to a Collective Bargaining Agreement ("CBA") which covers the time period December 14, 2021 through September 30, 2024;

WHEREAS, EMPLOYER desires to transfer the Operations Supervisor in the Prosecutor's Office from UAW Local 455 – Unit 50, representing Professional Employees to UAW Local 455 – Unit 48, representing Managers;

WHEREAS, UNION also desires to transfer the Operations Supervisor in the Prosecutor's Office from UAW Local 455 – Unit 50, representing Professional Employees to UAW Local 455 – Unit 48, representing Managers;

THEREFORE, it is agreed as follows:

1. The Operations Supervisor in the Prosecutor's Office will be transferred from UAW Local 455 – Unit 50, representing Professional Employees to UAW Local 455 – Unit 48, representing Managers, effective the date of this MOU.
2. This MOU shall be binding upon the EMPLOYER and UNION; shall not be considered precedent setting; and shall not affect the CBA in any other manner than that which is specifically set forth herein.

FOR THE EMPLOYER:

FOR THE UNION:

Christopher S. Boyd, Chairman

Jason VanBocxlaer – Business Agent

Mary Catherine Hannah
County Administrator

John A. McColgan, Jr. – Prosecutor

David M. Gilbert – Labor Specialist

GILBERT & SMITH, P.C.
ATTORNEYS AT LAW

721 SOUTH MICHIGAN AVENUE
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**LABOR
RELATIONS**

DAVID M. GILBERT
LAWRENCE WM. SMITH
AMY L. LUSK

SAGINAW (989) 790-2500
FAX (989) 790-2889

February 9, 2024

2-20-12

Chairman Michael A. Webster
Saginaw County Board of Commissioners
111 S. Michigan Avenue
Saginaw, Michigan 48602

RECEIVED
SAGINAW COUNTY
BOARD OF COMMISSIONERS
2024 FEB - 9 PM 2:18

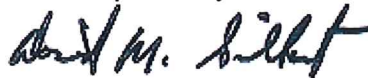
Re: Extension of Employment Agreement with David Cable, former Circuit
Court Administrator

Dear Chairman Webster:

I am submitting for consideration and approval an extension of the Professional Services Agreement with David Cable, former Circuit Court Administrator, by the Labor Relations Committee at its February 12th meeting.

I will be in attendance at the February 12th Labor Relations Committee meeting to answer any questions.

Respectfully,



David M. Gilbert
Civil/Labor Counsel

DMG/sek
Enclosures

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2024, by and between COUNTY OF SAGINAW and the 10TH CIRCUIT COURT (hereinafter collectively called "COUNTY"), located at 111 S. Michigan Avenue, Saginaw, Michigan 48602; and DAVID CABLE (hereinafter called "CONTRACTOR").

WHEREAS, the 10th Circuit Court is in need of the temporary services of an experienced court administrator with specific knowledge of the 10th Circuit Court and the implementation, operation and utilization of the Tyler Odyssey (TO) judicial administration and management software; and

WHEREAS, Contractor has substantial experience, having served as the 10th Circuit Court Administrator for nearly 40 years;

WHEREAS, the services, as stated below, are a proper concern of COUNTY and are services that COUNTY wishes to have CONTRACTOR perform;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide services to the 10th Circuit Court, including, but not limited to: CONTRACTOR shall consult with Circuit Court Chief and Chief Pro Temp to file reports due during the time CONTRACTOR is providing services including the annual caseload report and first quarter delay in criminal proceedings report. In addition, CONTRACTOR shall consult with Information Technology and other departments in furtherance of accuracy with the TO system, which shall be the scope of work.

Work times shall be as established by CONTRACTOR. The number of hours a week that Contractor works is at the discretion of Contractor up to 40 hours a week. Contractor shall document and submit his schedule of work performed bi-weekly, which shall be reviewed by the Court.

In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of such services, including those now in effect and hereafter adopted. Failure to do so shall constitute a material breach of this Agreement.

ARTICLE 2 - DURATION AND TERMINATION OF AGREEMENT

CONTRACTOR shall commence performance of services beginning on the date first set forth above and shall complete said services on notice of completion executed by the Chief Judge of the 10th Circuit Court. In no instance shall this Agreement extend beyond 45 days from the date first set forth above. The parties understand and agree that this Agreement may be extended and/or

renegotiated only by mutual written agreement of both parties.

Either party may terminate this Agreement, at any time, for any reason upon fourteen (14) days written notice to the other party. In the event of termination of the Agreement, either for cause or no cause, COUNTY shall pay CONTRACTOR for work provided as of the date of termination. No other compensation or "severance" shall be paid, and the balance of the contract shall remain unperformed and unpaid.

ARTICLE 3 - COMPENSATION

CONTRACTOR shall be compensated for duties specified in Article 1 above, by billing the COUNTY monthly by the tenth day (10th) of the following month for services which were performed. Said services shall be billed at the rate of SIXTY DOLLARS PER HOUR (\$60.00/hour) at a minimum of 1/4 hour increments. CONTRACTOR shall remit the monthly statement of services performed directly to the Saginaw County Controller or his designee. The compensation is an all-inclusive rate, including all costs, such as mileage and other incidental expenses.

ARTICLE 4 - INDEPENDENT CONTRACTOR

It is expressly acknowledged, understood, and agreed that CONTRACTOR is an independent contractor, and shall not hold himself out as an employee, servant or agent of the COUNTY or the 10th Circuit Court. CONTRACTOR under this contract shall not be entitled to any fringe benefits of the COUNTY other than that which is specified herein, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. CONTRACTOR shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and Local governments. To the extent required by law, CONTRACTOR shall be responsible for Workers' Compensation coverage.

Further, CONTRACTOR acknowledges, understands and agrees that as a retiree of the COUNTY who is eligible to draw his pension based on years of service, CONTRACTOR is not eligible to be hired by the COUNTY except as provided by Saginaw County policy

ARTICLE 5 - INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR shall, at his own expense, protect, defend, indemnify and save harmless Saginaw County, its elected and appointed officers, employees, servants and agents from any and all liability resulting from any acts, omissions or negligence of CONTRACTOR. While COUNTY recommends that CONTRACTOR maintain a policy of professional or general liability insurance, CONTRACTOR is not required to procure same. CONTRACTOR understands and acknowledges the risks associated with failing to acquire a policy of professional or general liability insurance. CONTRACTOR'S responsibilities as set forth in this section shall not be mitigated by any insurance coverage that may be obtained by CONTRACTOR.

ARTICLE 6 - MISCELLANEOUS

- A. No failure or delay on the part of the COUNTY in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
- B. All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
- C. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- D. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- E. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
- F. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- G. In case of breach or violation of any term of this Agreement, either party shall have all remedies available at law or in equity under the laws of the State of Michigan.
- H. Any work product of CONTRACTOR under this Agreement is the property of COUNTY and shall be delivered to the COUNTY upon its request.
- I. This Agreement shall be construed in accordance with the laws of the State of Michigan. Venue for any related litigation shall be in the County of Saginaw, State of Michigan.

ARTICLE 7 - CERTIFICATION

The persons signing below certify that they are duly authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

CONTRACTOR

By: _____
David Cable

GILBERT & SMITH, P.C.

By: _____
Civil Counsel

APPROVED AS TO PROPER DEPARTMENT EXPENSE

By: _____
Hon. Julie A. Gafkay, Chief Judge