

ADDENDUM

SAGINAW COUNTY BOARD OF COMMISSIONERS

Tuesday, June 20, 2023 - 5:00 p.m.

Saginaw County Governmental Center
111 S. Michigan Ave., Rm. 200, Saginaw, MI 48602

I. **OPENING PROCEDURE**

II. **PUBLIC PARTICIPATION** *(Page 1)*

a. Public Hearings – *None*

b. Audiences – *Additional*

- Sheriff Federspiel, re: Controller Robert Belleman
- Katie Kelly, Register of Deeds, re: Controller Robert Belleman
- Vanessa Guerra, County Clerk, re: Controller Robert Belleman
- Brian Wendling, Public Works Commissioner, re: Controller Robert Belleman
- John McColgan, County Prosecutor, re: Controller Robert Belleman
- Jon Block, re: support of Controller Robert Belleman
- Josh Brown, re: removing Robert Belleman as County Controller
- Carol Somers, re: support of Josh Brown
- Tomika DeLeon, re: on behalf of the Humane Society of Saginaw County
- Jason VanBoclaer, re: unjustified discipline of Joshua Brown
- Kam Christopher, re: Robert Belleman and Animal Care & Control
- Tricia Barnes, re: Robert Belleman and Animal Care & Control
- Pam Pelkki, re: Concerns of I.T. Department staff with Controller
- Ed Brown, re: removing Robert Belleman as County Controller
- BriAnn Summersett, re: Robert Belleman and Medical Examiner's Office
- Steve Black, re: support of Robert Belleman
- Brian Keeler, re: support of Robert Belleman
- Charles Campbell, re: Robert Belleman and Medical Examiner's Office
- Tim Morales, re: support of Robert Belleman
- Madison Bourdow-Hewitt, re: concerns with Controller Robert Belleman

c. Laudatories – *None additional*

III. **PETITIONS AND COMMUNICATIONS** – *(Page 10) – None additional*

IV. **INITIATORY MOTIONS**

V. **REPORTS OF COMMITTEES** – *(Page 13) – Additional*

Added after Special Labor Relations Committee meeting held prior to the Board

Labor Relations Committee – M. Webster, Chair; S. Matthews, Vice-Chair

- 5.4) **COUNTY CIVIL/LABOR COUNSEL** requesting approval of a Memorandum of Understanding between Saginaw County and Teamsters Local 214 regarding a pilot hiring/retention payment program for Public Health Nurses
- 5.5) **COUNTY CIVIL/LABOR COUNSEL** requesting approval of a Collective Bargaining Agreement between Saginaw County and COAM – Sergeants

Added after Special Executive Committee meeting held prior to the Board

Executive Committee – C. Boyd, Chair

- 6.4) **CHAIRMAN BOYD** requesting approval to hire special labor counsel to conduct an investigation into legal/labor issues involving complaints about the County Employee; to authorize the Chairman, in conjunction with County Civil Counsel, to retain outside labor counsel; and to place the County Employee on paid administrative leave until the investigation is completed and a referral is made to the full board

VI. **RESOLUTIONS** – *(Page 36) – None additional*

VII. **CLOSING PROCEDURE** – *(Page 55)*

- a. 1) Unfinished Business – *None*
2) Proclamations – *None*
3) Appointments and Elections –

CHAIR APPOINTMENTS

COMMUNITY CORRECTIONS ADVISORY BOARD

Sara Marquez (Service Area Category)

Lisa Coney (Service Area Category)

Terms to expire:

Sept. 30, 2023

GLB WORKFORCE DEVELOPMENT BOARD

Raquel Ledesma-Perez (Private Sector) *Reappointment*

Dr. Marcia Mastracci Ditmyer (Higher Learning) *New – Replacement*

Terms to expire:

June 30, 2025

LIBRARY BOARD

Lisa Kleekamp

Term to expire:

May 31, 2028

ELECTIONS

None Additional

- b. Announcements by Chair
c. Commissioners' Audiences
d. Adjournment

Your committee considered Communication No. 6-20-28 from Jennifer Broadfoot, Personnel Director, as follows:

REQUEST: Requesting approval of a Memorandum of Understanding (MOU) between Saginaw County and Teamsters Local 214 regarding a pilot hiring/retention payment program for Public Health Nurses.

BACKGROUND INFORMATION: The Health Department was awarded funding through the Michigan Department of Health and Human Services as a COVID workforce supplemental grant that can be utilized to fund hiring (recruitment)/retention incentive programs. Approximately \$160,000-\$180,000 was allocated for the current fiscal year. Included in the program would be a \$5,000 hiring bonus, \$5,000 commitment incentive, and a repayment schedule if employment were to end with the county for any reason.

FINANCIAL INFORMATION: The grant is only available for this fiscal year so the Health Department would either have to request an extension of the grant or utilize local public health funding to cover beyond the grant period. The estimated cost, based on current staffing, is approximately \$110,000 through the 2028 Fiscal Year. If current vacant positions are filled, approximately \$50,000 additional would be needed. This is assuming all employees and new hires will participate in the program.

COLLABORATION/PARTNERSHIP: This is a collaborative effort with the State of Michigan as funding received from the Michigan Department of Health and Human Services through a COVID workforce supplemental grant would initially be used to fund the program.

STRATEGIC PLANNING: This is consistent with the Board of Commissioners 2019 Strategic Plan Healthcare Goal to "Provide affordable healthcare and services and ensure equal access to healthy choices and opportunities." The first step is ensuring there is enough staff to carry out the departments' programs.

RECOMMENDATION: We recommend approval of a Memorandum of Understanding (MOU) between Saginaw County and Teamsters Local 214 regarding a pilot hiring/retention payment program for Public Health Nurses.

Respectfully Submitted,
COMMITTEE ON LABOR RELATIONS

s/ _____
Michael A. Webster, Chair

s/ _____
Sheldon Matthews, Vice-Chair

s/ _____
Denny M. Harris

s/ _____
Gerald D. Little

s/ _____
Christopher S. Boyd

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this _____ day of _____, 2023 by and between the COUNTY OF SAGINAW (“EMPLOYER”) and TEAMSTERS STATE COUNTY AND MUNICIPAL WORKERS LOCAL 214 (“UNION”) representing Public Health Nurses.

WHEREAS the EMPLOYER and UNION are parties to a collective bargaining agreement (“CBA”) which covers the time period April 19, 2022 to September 30, 2024; and

WHEREAS the EMPLOYER and UNION recognize Saginaw County has historically had challenges recruiting and retaining Public Health Nurses (Registered Nurses); and

WHEREAS in response to these challenges, the EMPLOYER and UNION want to implement a Hiring/Retention Incentive Program for Public Health Nurses;

THEREFORE, it is agreed an employee Hiring/Retention Payment Program shall be implemented for Public Health Nurses as follows:

1. Hiring Payment: Public Health Nurses shall receive a \$5,000 hiring payment. Public Health Nurses will have the option to accept or decline this incentive upon hire. Public Health Nurses who accept the incentive will be required to complete an agreement to remain in the employment of the County Health Department as a Public Health Nurse for a period of three (3) years, or repay all or a portion of the payment as delineated in paragraph three.
2. Retention Payment: Public Health Nurses who remain employees of the Saginaw County Health Department shall also be eligible for a retention payment based on his/her continued employment with the Department. Eligibility for the retention payment program will commence on _____, 2023 for those employees who are employed as Public Health Nurse as of that date.
 - Public Health Nurses who are in the employment of the County at the beginning of the program will receive \$5,000 at the commencement of his/her retention payment program.
 - Public Health Nurses will have the option to accept or decline participation in the Retention payment program upon qualification for the program. Public Health Nurses who agree to participate in the program, will be required to complete an agreement to remain in the employment of the County Health Department for a period of three (3) years from execution of the agreement.
3. If the Nurse leaves the County after they receive the hiring or retention payment within thirty-six (36) months, the payback will be as follows:
 - Before eighteen (18) months – payback \$5,000;

- Between eighteen (18) months and twenty-four (24) months – payback \$3,000;
 - Between twenty-four (24) months and thirty (30) months – payback \$2,000;
 - Between thirty (30) months and thirty-six (36) months – payback \$1,000;
 - After thirty-six (36) months – no payback.
4. The Nurse may exercise the right to receive the hiring payment or retention payment and/or opt to stay for a minimum of five (5) years from the date the agreement is signed and receive an additional \$5,000 in incentive pay with no payback, as the incentive payment will not be received until completion of the five (5) year term.
 5. The hiring/retention payments are exempt from those portions of the CBA that requires contributions to the MERS defined contribution and defined benefit retirement programs and the health care savings program. The Employer will pay FICA on those payments.
 6. This MOU will expire at 11:59 pm on September 30, 2024. No new hires will be eligible for the program after that date. Any Nurse currently in the program however, will complete their payment schedule per their agreement.
 7. The Employer reserves the right to pull this MOU at any time, if needed, to close the program to any new participants. Employees who have a current agreement in place will continue with their payment schedule per their agreement.
 8. 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 what is specifically set forth herein.

FOR THE EMPLOYER:

FOR THE UNION:

Robert V. Belleman,
Controller/CAO

Amy Roddy

Christopher S. Boyd, Chairman
Board of Commissioners

Chris Harrington – Health Officer

David M. Gilbert - Labor Specialist

Your Labor Relations Committee herewith submits the collective bargaining agreement between the County of Saginaw and all affected Co-Employers and **COAM Sergeants**. The agreement covers the period commencing October 1, 2022 and ending September 30, 2025. The agreement has been formally ratified by the Union upon acceptance by the County. The financial implications of this agreement will be borne with funds within the existing, respective budgets. A summary of the main provisions is set forth below:

1. Duration of CBA – 3 years + (October 1, 2022 – September 30, 2025)
2. Furloughs:
 - County is proposing language to provide guidelines with respect to furloughing employees, if the financial condition of the County shall necessitate and allow discussion with the Union.
3. County proposes that if individuals are suspended for disciplinary reasons, the employee will be responsible for insurance premium cost share during period of suspension.
4. County proposes to add Juneteenth as a holiday.
5. Paid Time Off (PTO):
 - PTO shall accrue commencing on the date of hire and be credited on the first day of the month following thirty (30) days of service.
 - County proposes to eliminate the 700-hour cap on the accumulation of PTO.
 - The County proposes a 60-hour increase for each step of the PTO schedule.
6. Disability Leave:

County proposes to add Policy #361 as amended on November 22, 2022, to include mental health as a covered condition.
7. Health Insurance:
 - County proposes to change in general, the health insurance article to make the language uniform with other County Collective Bargaining Agreements. Additional revisions will be needed due to the new healthcare.
 - County proposes to have one high deductible health plan during the term of the Collective Bargaining Agreement. The County proposes to opt out of PA 152 to allow: (1) increased flexibility in calculating employee healthcare costs by the County contributing, effective January 1, 2023, Two Million Dollars (\$2,000,000) into the healthcare fund to reduce employee premium shares. The County will, for the 2022 plan year, contribute Six Hundred Twelve Thousand Dollars (\$612,000) in ARPA funding, which represents actual COVID related medical expenses incurred in the calendar year 2022. The County will also establish employee premium shares for 2023 as follows: (a) Single - \$30, (b) Double - \$150, and (c) Family - \$110.

- County proposes to eliminate the refund language in the contract as the County has gone to a high deductible health plan.
 - County proposes to shorten the eligibility period on health insurance, dental insurance, life insurance, and optical insurance to the first of the month following completion of thirty (30) days of qualifying service per the MOU's.
 - County has opted out of PA 152 for the 2023 medical plan year. The decision to opt out will need to be made for each medical plan year covered in the contract.
 - County proposes to provide that the insurance will be in accordance with the plan in effect on the date of ratification of the contract. The employer reserves the right to change carriers by providing comparable coverage for reasons of cost or service.
 - County proposes to increase the monthly stipend in lieu of health insurance to \$200.
 - County proposes to list the types of fringe benefits which will continue for one year when individuals are off on workers' compensation benefits.
8. County proposes to prorate the clothing allowance based on the amount of time worked or the amount of time the employee is required to wear civilian clothes during such reimbursement period.
9. County proposes to amend Article 11, Section 1, to provide for an 84-hour pay period at straight time for Administrative Sergeants.
10. Wages:
- Sergeants will receive a 2% base wage increase for all three years of the contract.
 - For 312 Sergeants only, there will be a 2% market adjustment in year one of the contract and at step 3 in the pay scale.
 - Sergeants will receive a \$0.35 shift differential for actual hours worked by members of the bargaining unit whose shift begins on or after 1745 and ends on or before 0545. This does not include overtime shifts or overtime details.

We recommend approval of the agreement between the County of Saginaw and all affected Co-Employers and **COAM Sergeants** as outlined above; further, authorize the proper County officials to sign the appropriate documents and make the necessary budget adjustments.

Respectfully Submitted,
COMMITTEE ON LABOR RELATIONS

s/ _____
 Michael A. Webster, Chair

s/ _____
 Sheldon Matthews, Vice-Chair

s/ _____
 Denny M. Harris

s/ _____
 Gerald D. Little

s/ _____
 Christopher S. Boyd

Your committee considered an item brought forth from Chairman Boyd to the Executive Committee to discuss the hiring of special labor counsel to investigate county employee issues and complaints made against a County Employee; to authorize the Chairman, in conjunction with County Civil Counsel, to retain outside labor counsel; and to place the County Employee on paid administrative leave until the investigation is completed and a referral is made to the full board.

Your committee met and discussed the issues noted above.

We recommend approval to hire special labor counsel to conduct an investigation for legal/labor issues involving complaints about a County Employee; to authorize the Chairman, in conjunction with County Civil Counsel, to retain outside labor counsel; and to place the County Employee on paid administrative leave until the investigation is completed and a referral is made to the full board

Respectfully Submitted,
EXECUTIVE COMMITTEE

s/ _____
Christopher S. Boyd, Chairman

s/ _____
Jack B. Tany

s/ _____
Gerald D. Little

s/ _____
Michael A. Webster

s/ _____
Dennis H. Krafft