

AMENDED AGENDA

LABOR RELATIONS COMMITTEE

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

Monday, August 11, 2025 at 4:00 p.m.

Members: Gerald Little-Chair, Sheldon Matthews-Vice-Chair, Denny Harris, Mark Piotrowski, Jack Tany
Others: County Clerk, Administrator, Personnel Director, Finance Director, Civil/Labor Counsel,
Board Staff, *Media*

- I. Call to Order
- II. Welcome – Roll Call
- III. Correction/Approval of Minutes (***June 9, 2025 - Attached***) [*Note: No meeting in July*]
- IV. Public Comment (*Speakers limited to 3 minutes*)
- V. Agenda

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

- **8-19-22** Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the months of June and July 2025 (*Receive & File*)

[Withdrawn from Courts & Public Safety, transferred to Labor Relations]

2. **Hon. Julie Gafkay, Chief Circuit Court Judge, re:**

- **8-19-6** Requesting an increase in pay for the Law Clerk/Bailiff in her court to Step 3 of the B-19 pay scale (*Board Report*)

3. **Christina Harrington, Health Officer, re:**

- **8-19-23** Requesting an extension of the retiree contract with Bethany Jacques through fiscal year 2026 to provide consultant services and serve as the departmental liaison with Covenant Epic staff to improve operational efficiencies (*Board Report*)
- **8-19-24** Requesting to contract with former employee Maria Cisneros to provide office coverage in the Environmental Health Services Division for a staff maternity leave until the employee returns or no later than December 31, 2025 (*Board Report*)

4. **Patricia Johnson, Retirement/Benefits Administrator, re:**

- **8-19-25** Requesting certification of the Officer and Employee Delegates attending the 2025 Municipal Employees' Retirement System (MERS) Annual Meeting to be held in Acme, MI this year from October 16 - 17, 2025 (*Board Report*)

5. **Mary Catherine Hannah, County Administrator, re:**

- **8-19-26** Requesting approval of a revision to clarify Sec. 7.4 of County Policy #335, "Compensation," regarding the compensation for countywide elected positions (Clerk, Prosecutor, Public Works Commissioner, Register of Deeds, Sheriff and Treasurer) that establishes a separation of no less than 15% between the elected official and the highest pay grade within that office (*Board Report*)

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6. Dave Gilbert, Civil/Labor Counsel, re:

- **8-19-27** Submitting two Memorandums of Understanding (MOU): (1) MOU between County of Saginaw and UAW Local 455 – Unit 50 regarding a step increase for Judge Gafkay's law clerk; and (2) MOU between County of Saginaw, Saginaw County Sheriff and POAM Unit 312 amending Article 8, Section 1 of the CBA removing the restriction of non-FTO certified officers

7. Any other matters to come before the committee

VI. Miscellaneous

VII. Adjournment

MINUTES

DRAFT

LABOR RELATIONS COMMITTEE

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

Monday, June 9, 2025 at 4:00 p.m.

Present: Gerald Little-Chair, Sheldon Matthews-Vice-Chair, Denny Harris, Mark Piotrowski, Jack Tany
Others: Mary Catherine Hannah, Jennifer Broadfoot, Dave Gilbert, Jaime Ceja, and Suzy Koepplinger

- I. Call to Order ---***Chair Little at 4:00 p.m.***
- II. Welcome – Roll Call
- III. Correction/Approval of Minutes (***May 12, 2025***)
 - ***Moved by Matthews, seconded by Harris, to approve. Motion carried.***
- IV. Public Comment - ***None***
- V. Agenda
 1. **Jennifer Broadfoot, Personnel Director, re:**
 - **6-17-19** Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the month of May 2025
 - ***Moved by Tany, seconded by Piotrowski, to receive and file. Motion Carried. (Receive & File)***
 2. **Closed Session**
 - Pursuant to MCL 15.268(c) of the Open Meetings Act, the committee will convene a Closed Session to discuss strategy connected with the negotiation of collective bargaining agreements
 - ***The Chair announced the need to meet in Closed Session as noted above. Moved by Piotrowski, seconded by Harris, to go into closed session. Roll-call was unanimous at 4:04 p.m.***
 - ***The committee entered open session at 4:18 p.m.***
 - ***Moved by Matthews, seconded by Tany, to adopt the recommendation of Civil/Labor Counsel regarding the proposed POAM 312 - Corrections Collective Bargaining Agreement. Motion carried. (Board Report)***
 3. Any other matters to come before the committee - ***None***
- VI. Miscellaneous - ***None***
- VII. Adjournment - ***Moved by Harris, seconded by Matthews, to adjourn; time being 4:20 p.m.***

Respectfully Submitted,
Gerald Little, Committee Chair
Suzy Koepplinger, Committee Clerk

LABOR RELATIONS



County of Saginaw

111 South Michigan Avenue
Saginaw, MI 48602

Mary Catherine Hannah
County Administrator

August 6, 2025

8-19-22

Commissioner Jack Tany, Chairman
Saginaw County Board of Commissioners
111 South Michigan Ave.
Saginaw, MI 48602

SAGINAW COUNTY BOC
AUG 6 '25 AM 9:29

Re: Labor Relations Committee Employment Status Report

Dear Chairman Tany:

Pursuant to a request from the Labor Relations Committee, the Personnel Department is herein submitting the Employment Status Report for August, 2025. 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 June and July, 2025 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 August, 2025 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



(989) 790-5210



administratoroffice@saginawcounty.com

Employment Status Report –August, 2025

Name	Dept.	DOH	DOT	Title	Transfer Date	Dept.	Class From	Class To	Exit Int.	Reason
Grandy, T.	FOC	2/14/12	6/2/25	Legal Clerk II	N/A	N/A	N/A	N/A	Yes	Retirement
Charrette, P.	District	4/25/05	6/1/25	Legal Specialist II	N/A	N/A	N/A	N/A	Yes	Retired
Cramton, J.	Public Works	1/25/21	6/13/25	Office Coordinator	N/A	N/A	N/A	N/A	Yes	Family
Negrete-Isom, A.	Prosecutor	12/28/22	6/14/25	Victims' Rights Adv./Inv.	N/A	N/A	N/A	N/A	No	Probationary termination
Holihan, A.	Prosecutor	3/11/25	6/14/25	Office Assistant II	N/A	N/A	N/A	N/A	No	Probationary termination
Mahan, C.	Health	5/29/18	7/1/25	Senior Adm. Asst.	N/A	N/A	N/A	N/A	Yes	Retirement
Schultz, T.	Health	6/9/25	6/26/25	Public Health Nurse	N/A	N/A	N/A	N/A	No	Resigned
Lewis, D.	Clerk	3/24/23	6/27/25	Legal Specialist I	N/A	N/A	N/A	N/A	No	School schedule
Scott, M.	Circuit Ct.	9/11/23	7/4/25	Law Clerk/Bailiff	N/A	N/A	N/A	N/A	Yes	New job
Fausnaugh, S.	Sheriff	7/5/96	7/1/25	Deputy	N/A	N/A	N/A	N/A	No	Retired
Harrington, L.	Probate	5/16/22	N/A	Deputy Register	6/22/25	FOC	T09	T10	Yes	Promotion
Cruz, A.	District Ct.	9/5/23	N/A	Legal Clerk I	6/22/25	FOC	T07	T07	Yes	More opportunity

Summary of Exit Interviews – June and July, 2025

			Are you satisfied with:			
Mo./Yr.	Dept.	Why Leaving?	Pay?	Benefits?	Chance for Advancement?	Yrs. Service
6/25	Public Works	Spend more time with family	Yes	No	Fair	4 yr. 5 mo.
6/25	FOC	Retirement	No	No	Excellent	13 yr. 4 mo.
6/25	District Ct.	Retirement	Yes	Yes	Good	20 yr. 1 mo.
6/25	District Ct.	Better opportunities	No	Yes	Fair	1 yr. 9 mo.
6/25	Probate Ct.	More options for improvement	Yes	Yes	Fair	3 yr. 1 mo.
6/25	Circuit Ct.	New job. Pay could be more competitive.	No	Yes	Poor	1 yr. 10 mo.
6/25	Health	Retiring	Yes	Yes	Good	7 yr. 1 mo.

Retirees with Current Contract (July 1, 2025)

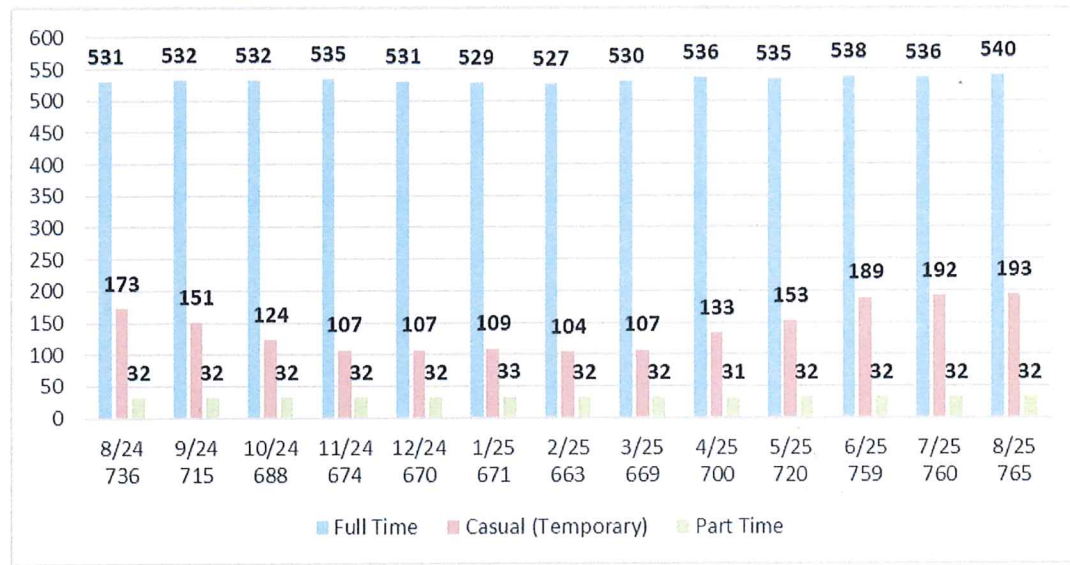
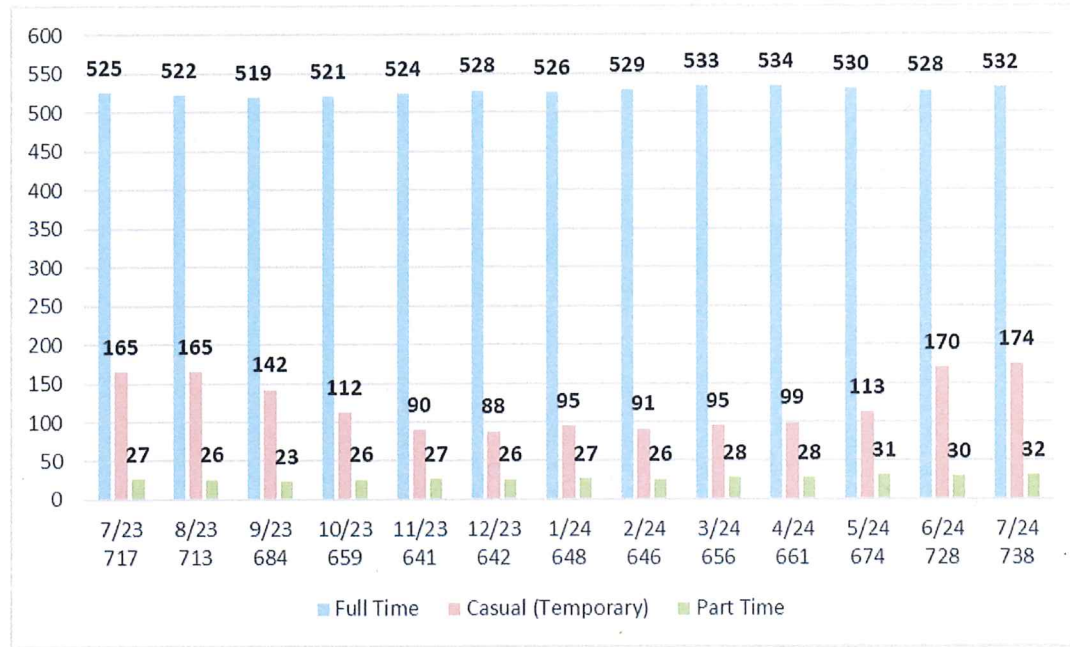
Name	Department	Retirement Date	Contract Expiration	Pay
Alan Kaufman (Kaufman Aviation)	H.W. Browne Airport	01/01/02	09/30/26	\$82,497 annually in 2025

Retirees Working as Needed (July 1, 2025) *

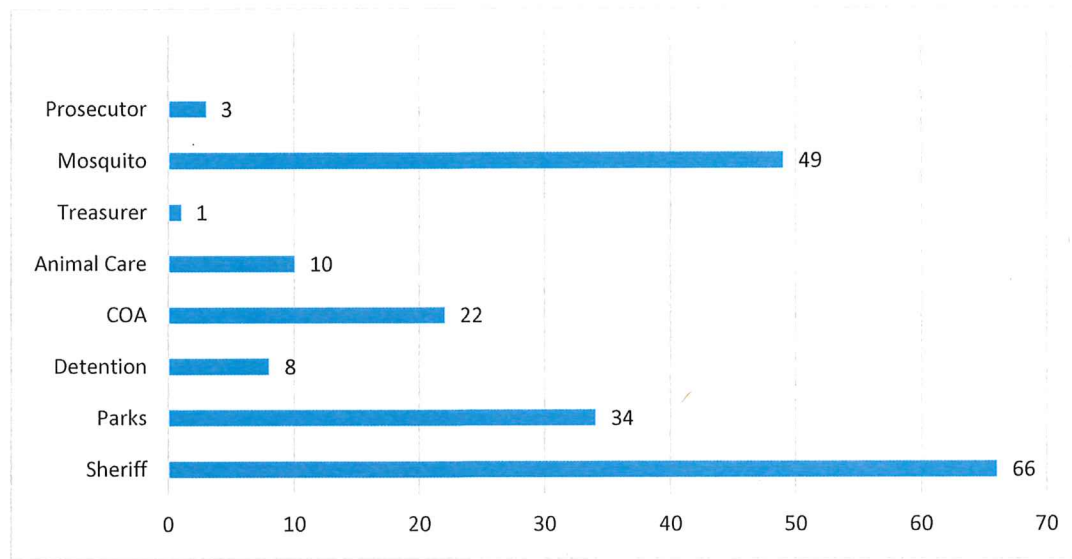
Name	Department	Retirement Date	Contract Expiration	Hourly Pay	Hours worked in July
Bethany Jacques	Health	7/1/19	September 30, 2025	\$50.00	25.75

*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 (August 1, 2025)



Status Report
Saginaw County Employee Groups
August 1, 2025

Employee Group	Employees	Expiration of Contract	Status
Commissioners	11	December 31, 2025	Set
Elected Officials	6	December 31, 2025	Set
Judges	12	State of Michigan Commission	Set
Non-Union	11	September 30, 2025 Annual via Budget	Set
UAW – Managers	65	9/30/2027	Set
UAW – Professionals	60	9/30/2027	Set
UAW – Clerical, Technical, & Paraprofessionals	21	9/30/2027	Set
COAM – Sheriff Unit II-Sergeants	14	9/30/2025	Set
POAM – Detention Youth Care Specialists	20	9/30/2027	Set
POAM – Prosecutors	19	9/30/2027	Set
POAM – Detention Center Supervisors	4	9/30/2027	Set
Teamsters – Health Dept./COA Employees	85	9/30/2027	Set
COAM – Sheriff Unit III- Captain/Lieutenants	5	9/30/2027	Set
POAM – Animal Shelter Employees	11	9/30/2027	Set
POAM – Probation Officers, Family Division	7	9/30/2027	Set
TPOAM – Courthouse Employees	137	9/30/2027	Set
Teamsters – Public Health Nurses	7	9/30/2027	Set
POAM – Sheriff Unit 1 (312 Eligible)	35	9/30/2025	Set
GELC – Probation Officers, District Court	5	9/30/2027	Set
POAM – Sheriff Unit 1 (Non-312 Eligible)	37	9/30/2027	Set
Total	572		

[illegible][illegible]

[illegible]



STATE OF MICHIGAN

SAGINAW COUNTY COURT
10th Judicial Circuit
111 S. Michigan Ave.
Saginaw, Michigan 48602-2019

JULIE A. GAFKAY
Circuit Judge

LABOR
RELATIONS

SAGINAW COUNTY BOC
JUL 17 '25 PM4:35

8-19-6

PHONE
989-790-5481

FAX
(989) 793-8180

July 17, 2025

Christopher S. Boyd, Chairman
Courts and Public Safety Committee
Saginaw County Board of Commissioners
111 South Michigan Avenue
Saginaw, MI 48602

**RE: Request for Law Clerk/Bailiff for Judge Julie A. Gafkay to
be at Step 3 of the Designated Pay Scale**

Dear Chairman Boyd:

I respectfully request authorization to increase Mr. Timothy Cary, who was recently hired for the position of Law Clerk/Bailiff for me, to Step 3 of the designated collective bargaining agreement B-19 pay scale. This position requires both a law degree and active bar membership, and as you are aware, it has become increasingly difficult to attract highly qualified attorneys at the current entry-level salary of approximately \$73,23.92.

Mr. Cary brings an exceptional level of experience and expertise to this role. He earned his J.D. magna cum laude from the University of Minnesota Law School, where he served as Managing Editor of the ABA Journal of Labor & Employment Law and received numerous academic awards. Since then, he has accumulated nearly a decade of legal experience, including five years as an associate attorney at Dickinson Wright PLLC, where he litigated complex employment and commercial cases in both federal and state court.

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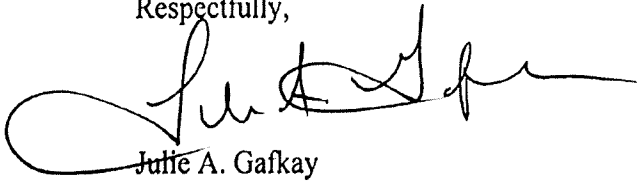
LETTER TO COURTS AND PUBLIC SAFETY COMMITTEE

Additionally, Mr. Cary has served as a judicial law clerk in Minnesota's trial courts and most recently worked as a staff attorney for Legal Services of Eastern Michigan, representing vulnerable community members in probate and civil matters. He is an active member of the State Bar of Michigan and is admitted to practice in the Eastern District of Michigan.

Given Mr. Cary's credentials and the market competition for attorneys of his caliber, I believe it is appropriate and necessary to begin his employment at Step 3, which would place his salary at approximately \$78,449.40 still below what other law clerks/bailiffs currently earn. There are sufficient funds within the existing line item budget to support this step placement, and no budget amendment is required.

Thank you for your continued support of the court. I am confident Mr. Cary will be an asset to our judicial team and to the people of Saginaw County.

Respectfully,

A handwritten signature in black ink, appearing to read 'Julie A. Gafkay', with a large, stylized loop at the beginning.

Julie A. Gafkay
Circuit Court Chief Judge
10th Judicial Circuit Court

Christina A. Harrington, M.P.H.
Health Officer



Delicia J. Pruitt, M.D., F.A.A.F.P.
Medical Director

**LABOR
RELATIONS**

July 29, 2025

Honorable Jack Tany, Chairman
Board of Commissioners
County of Saginaw
111 S. Michigan Ave.
Saginaw, MI 48602

8-19-23

SAGINAW COUNTY BDC
JUL 29 '25 PM4:39

RE: REQUEST TO EXTEND CONTRACT

Dear Chairman Tany:

Please permit this letter to serve as my request to meet with the Labor Committee regarding the following matter:

- **Request to extend retiree contract with Bethany Jacques through fiscal year 2026**

I am requesting approval to extend retiree contract with Bethany Jacques within the department. Bethany is providing consultative services and serving as our departmental liaison with Covenant Epic staff. We have been live on Epic since June 2024, and this process is still needing customization for state reporting. Beth has been working with our department leadership, county IT, MDHHS staff, and Covenant work on improved family planning and other federal reporting requirements. I would like to keep Beth on to work towards further epic customization, reporting, and improved operational efficiencies.

Thank you for your consideration in this matter.

Sincerely,

Christina A. Harrington, MPH
Health Officer

Christina A. Harrington, M.P.H.
Health Officer



Delicia J. Pruitt, M.D., F.A.A.F.P.
Medical Director

**LABOR
RELATIONS**

August 5, 2025

Honorable Jack Tany, Chairman
Board of Commissioners
County of Saginaw
111 S. Michigan Ave.
Saginaw, MI 48602

8-19-24

SAGINAW COUNTY BOC
AUG 5 '25 AM 9:05

RE: TO APPROVE RETIREE CONTRACT

Dear Chairman Tany:

Please permit this letter to serve as my request to meet with the Labor Committee regarding the following matter:

- **Request to contract with former retiree Maria Cisneros, former Office Assistant in Environmental Health through December 31, 2025.**

I am requesting to temporarily contract with a former SCHD employee to provide office coverage in the Environmental Health Services Division of the health department during a staff maternity leave. A staff member will be having a baby in late August/September and will off on leave for approximately 12 weeks. I am requesting to bring Ms. Cisneros back to cover the office as this timeframe is busy with temporary food permits and other EH licensing. We have previously used Ms. Cisneros in this capacity and obtaining a contract with her will be streamlined and the onboarding minimal. We would terminate the contract for services upon staff return from leave or no later than December 31, 2025.

I can attend the Labor to answer any questions about this request. Thank you for your consideration in this matter.

Sincerely,

Christina A. Harrington, MPH
Health Officer



County of Saginaw

**LABOR
RELATIONS**
111 South Michigan Avenue
Saginaw, MI 48602

Mary Catherine Hannah
County Administrator

August 4, 2025

Commissioner Jack Tany, Chairman
Board of Commissioners
111 S. Michigan Ave.
Saginaw, MI 48602

SAGINAW COUNTY BOC
AUG 4 '25 AM 11:44

8-19-25

Re: 2025 MERS Annual Retirement Conference – Officer and Employee Delegate Certification

Dear Chairman Tany:

Request Section: Saginaw County Retirement and Benefits Department requests the certification of the officer and employee delegate to the MERS Annual Conference. The employee delegate was elected at the July 30, 2025 election.

Background Information Section: Each year employees have the opportunity to elect a delegate to attend the conference and report back on what they have learned at the MERS conference.

Financial Information Section: Cost of \$255.00 each for employee and officer delegates to be paid from Education and Training funds.

Partnership/Collaboration Section: No future partnerships or collaborations are anticipated.

Strategic Planning Section: The officer and employee delegates are required to report what they have learned to the other employees, bringing each of their own perspectives to the information provided at the Conference. This will help generate interest and provide accurate information on our MERS retirement offerings.

Recommendation Section: I respectfully recommend that the Board of Commissioners approve the officer and elected employee to attend the 2025 MERS Annual Retirement Conference.

I will attend the August 11th Labor Committee meeting to provide the results of the elections and answer any questions you or any other committee member may have regarding this request.

Sincerely,

Patricia Johnson
Retirement/Benefits Administrator



(989) 790-5210



administratorsoffice@saginawcounty.com



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.6377
www.mersofmich.com

2025 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2025

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Mindy Tuck

Officer Alternate name

Gladys Strobel

Officer delegate and alternate listed above were appointed to serve during the 2025 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on August 19, 2025.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Christine Juarez

Employee Alternate name

Janet Flynn

Employee delegate and alternate listed above were elected to serve during the 2025 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on July 30, 2025.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*	Municipality number*	Email address	
County of Saginaw	7303		
Employer address	Employer city	Employer state	Employer zip code
111 S. Michigan Ave.	Saginaw	MI	48602
Printed name	Title of authorized authority*		
Jack Tany	Board Chairman		
Authorized signature*	Date		

* Required field

2
ways to
submit

1. Fill out a printed version, then scan and save it to your computer. Upload it when requested during the conference registration process. – OR –
2. Visit the conference website and download the form. Fill it out (an electronic signature is permissible), then save and upload it when requested during the conference registration process.



County of Saginaw

LABOR RELATIONS

111 South Michigan Avenue
Saginaw, MI 48602

Mary Catherine Hannah
County Administrator

July 29, 2025

8-19-26

Gerald Little, Chairman
Labor Relations Committee
111 S. Michigan Avenue
Saginaw, MI 48602

SAGINAW COUNTY BOC
JUL 30 '25 PM12:33

RE: REVISION/REPLACEMENT OF ELECTED OFFICIALS COMPENSATION POLICY

Dear Chair Little,

Please see the below proposed revision to the Elected Officials Compensation Policy, No. 335.7.4. This proposed revision of the policy is the result of the confusion in interpreting the existing policy. This language has been reviewed by legal counsel and the Elected Officials were offered the opportunity to review and comment.

Proposed/Revised 335.7.4

"Compensation for countywide elected positions, (Clerk, Prosecutor, Public Works Commissioner, Register of Deeds, Sheriff and Treasurer) shall be set by the County Board of Commissioners. The compensation goal is a separation of not less than 15% between the elected position and the highest pay grade within that office. If the highest pay grade held within that office exceeds 90% of the salary of the elected official within that office, then the salary of that elected official shall be reviewed by the Saginaw County Board of Commissioners and be adjusted to reflect the 15% separation; either immediately or over a reasonable period of time. The separation of compensation between the elected official and the highest pay grade held within that office shall be reviewed as part of the regular budgeting process by the Saginaw County Board of Commissioners, or as needed, with all compensations rates/changes to go into effect January 1 (per statute)."

Thank you for your consideration of this matter.

Mary Catherine Hannah
County Administrator



(989) 790-5210



administratorsoffice@saginawcounty.com

Category: 300
Number 335

Subject: **COMPENSATION**

1. **PURPOSE:** It is the purpose of this policy to establish uniform guidelines and appropriate rules regarding employee compensation to improve the quality of personnel management in the County.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.
4. **RESPONSIBILITY:** The Administrator/CAO of Saginaw County shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:**
 - 5.1 Pyramiding of overtime is defined as paying for the same hours more than once, which is prohibited.
 - 5.2 Workweek is defined as seven consecutive 24-hour periods from Sunday, 12:00 a.m. through Saturday, 11:59 p.m.
6. **POLICY:**
 - 6.1 Saginaw County Compensation Philosophy. Saginaw County is committed to:
 - 6.1.1 Providing fair and equitable compensation to employees in a competitive and changing labor market.
 - 6.1.2 Developing a system of paygrades that establishes the minimum and maximum rates that the County will pay individuals within a job class and identify the midpoint of the range as the "market" rate.
 - 6.1.3 Defining the County's market area based on the nature of the job class requirements and the availability of potential candidates locally or state-wide.
 - 6.1.2 Maintaining a competitive pay structure that allows the County to compete successfully for new employees within its market area and takes into consideration the County's fiscal condition and responsible use of public resources.
 - 6.1.3 Ensuring that employee compensation reflects changing economic conditions and technical skills and/or responsibilities.

- 6.1.4 Providing consistent administration of pay policies and procedures among all County departments.
- 6.1.5 Establishing a compensation structure that allow the County to attract and retain qualified employees.
- 6.1.6 Developing a salary structure that provides for internal equity and ensures external competitiveness.
- 6.1.7 Ensuring that the compensation program is understandable to employees, managers, the Board of Commissioners and the public.
- 6.2 Pay Plan. The Pay Plan shall include a schedule of pay ranges consisting of minimum, intermediate, and maximum rates of pay for all classes of positions.
- 6.3 Development of the Pay Plan. The development of the Pay Plan shall be directly linked to the Classification Plan and shall be based on the principle of equal pay for equal work. Pay ranges shall be determined with due regard to such factors as:
 - 6.3.1 Uniformity of pay for each class.
 - 6.3.2 The relative difficulty and responsibility of work.
 - 6.3.3 The recruiting experience of the County.
 - 6.3.4 The market rates of pay in both public service and private sector.
 - 6.3.5 The financial condition and policies of the County.
 - 6.3.6 Other pertinent economic considerations.
 - 6.3.7 The SAFE rating system factors which include Training and Ability; Level of Work; Physical Demands; Independence of Actions, Supervision Exercised; Experience Required; Human Relations Skills; Working Conditions/ Hazards; and Impact on End Results.
- 6.4 Adoption. All salaries must be set by the Saginaw County Board of Commissioners.

7. ADMINISTRATIVE PROCEDURES:

- 7.1 Administration and Amendment. The County Administrator/CAO shall be responsible for administering the Pay Plan. He/she shall be responsible for conducting periodic reviews and comparative studies of pertinent factors affecting levels of pay. When appropriate, the Administrator/CAO may recommend to the designated committee of the Board of Commissioners necessary amendments to the Pay Plan. In any case, amendments to the Pay Plan may only be made upon the approval of the Board of Commissioners.

- 7.2 Entrance Salary Rate. The entrance salary rate for a newly hired employee shall be Step 1 of the appropriate pay grade as indicated in the current Pay Plan. If the results of a compensation study are being phased in, an entrance salary rate below Step 1 of the appropriate wage schedule may be established to facilitate the phase in process. In addition, if there are multiple positions with the same job title, an entrance salary rate below the lowest phase in step, may be established to ensure recognition of County employees with greater years of service in that position who are currently at a step lower than Step one in the new pay grade and consistent with the recommendations of the compensation study .
- 7.2.1 A part-time or temporary employee shall be paid on an hourly basis at not more than Step 1 of the classified position to which assigned. A Department Head may pay below Step 1 to facilitate step increases. Any exception to part time or temporary employee pay can be approved by Board of Commissioners and must be based on a compelling reason for the adjustment.
- 7.2.2 If an individual being hired for a position does not meet the minimum qualifications established by the job description for the position, the position will be re-evaluated in Baker Tilly's SAFE scoring system, utilizing the prospective employee's qualifications. This shall only apply to statutorily appointed positions.
- 7.3 Step Increases. Each pay grade on the salary schedules shall consist of Steps and employees shall progress through the steps based on length of service in their jobs (with the exception of placement following a compensation study. The employee would progress on the new pay plan upon their new anniversary date, which is the date they are placed at their new step associated with the Board of Commissioner approved implementation.) If a compensation study is being phased in, additional steps below Step 1 may be established to facilitate the phase in process. Step increases are a means of recognizing satisfactory performance and a Department Head is permitted to withhold a salary increase for a period not to exceed six months during which time the employee will be on probation. The employee will be advised in writing of this action and the reasons for withholding the increase. If the employee does not show the required improvement to warrant removal from probationary status within the six-month period, he/she shall be separated from employment.
- 7.3.1 Progress through the steps shall be based on the time periods indicated on the salary schedule (except in the case of regular part-time employees who must serve twice the time period indicated), unless such time period is adjusted because of the probationary period resulting from a withheld step increase or an approved leave of absence.
- 7.3.2 Part-time and temporary employees shall not be eligible for step increases except as provided in Section 7.2.1 of this policy.

- 7.4 Compensation for countywide elected positions, (Clerk, Prosecutor, Public Works Commissioner, Register of Deeds, Sheriff and Treasurer) shall be set by the County Board of Commissioners. The set compensation shall establish a future separation of not less than 15% between the elected position and the highest pay grade within that office. The separation of compensation between the elected official and the highest pay grade within that office shall be reviewed periodically by the Saginaw County Board of Commissioners. If the highest pay grade within that office exceeds 90% of the salary of the elected official within that office, then the salary of that elected official shall be reviewed by the Saginaw County Board of Commissioners to be adjusted upwards to graduate towards a 15% separation over a five (5) year period of time, at which time a 15% separation will be maintained. The review shall commence January 1, 2023. The adjusted elected official's salary will be 1% each year over the next five (5) years as follows:

Year 1 (2023) - 11%
Year 2 (2024) - 12%
Year 3 (2025) - 13%
Year 4 (2026) - 14%
Year 5 (2027) - 15%

After the 15% separation is achieved, it will be maintained every year thereafter.

- 7.5 Severance Pay. Severance pay is not authorized, unless it has been negotiated in a collective bargaining agreement or employment contract.
- 7.6 Overtime. Upon pre-approval, in writing, and only when budgeted in a department's current year budget, non-exempt Employees of Saginaw County may be scheduled for overtime work and be paid overtime compensation at the rate of time and one-half of regular rates of pay for all hours actually worked in excess of forty hours provided, however, there shall be no pyramiding of overtime. Furthermore, employees who are on authorized PTO, vacation, or personal leave and actually work within the same 24 hour period, shall be credited no more time than a normal scheduled work day or the amount of time actually worked, if more than a normal work day. Elected officials, persons appointed to serve on a policy-making level, and FLSA exempt personnel are generally exempt from overtime pay. Exempt personnel are salaried employees who are expected to meet the demands of the position without overtime compensation.

- 7.6.1 Overtime shall not be authorized by Department Heads unless provided for as a separate line item in the departmental budget. Special projects or other extraordinary circumstances, not foreseen during the budget process, may justify special consideration for overtime authorization, which may be requested from the Administrator.

- 7.6.2 Regular full-time employees or part-time and temporary employees working or scheduled to work 40 or more hours a week in one department shall not be permitted to work any additional hours in another department unless approved by the Administrator.
- 7.7 Pay Adjustments. The following personnel actions shall affect the pay status of the affected employee in the following manner:
- 7.7.1 Transfers. If an employee is transferred into a classification with the same pay rate, the employee's pay rate shall remain unchanged. An employee must actually have worked (1) one full year in his/her current position to be eligible to apply for transfers (meaning those positions of the same classification and hours designated to work), unless waived in special circumstances by the Personnel Division or applicable Elected official.
- 7.7.2 Promotions. If an employee is promoted to a higher paying position, the employee shall be paid at the lowest step in the new pay grade which is at least five percent (5%) above the salary he was receiving immediately before the promotion. For purposes of this policy, promotion means movement to a different position which has a higher final step in the pay grade than the final step in the pay grade for the position being vacated.
- 7.7.2.1 Personnel may be employed in a lower grade than authorized on the Personnel Control Number (PCN) Staffing Report. If such an individual is later promoted to the authorized grade, the promotion shall be treated as a reclassification and he shall retain his/her step.
- 7.7.3 Demotions for Cause or at employee request. If an employee is demoted to a classification with a lower pay grade, for cause, or at the employee's request, the employee shall be paid in accordance with the pay range for the new classification but will retain his/her previous step, including time accrued in previous step.
- 7.7.4 Transfer to a Lower Paying Position. If an employee is transferred to a lower paying position because of budgetary requirements, reorganization, or to avoid layoff, the employee will be paid at the highest step of the new classification, if the highest step is lower than the employee's salary before the transfer. If the highest step is not lower than the employee's salary before transfer, then the employee will be placed at the step which is nearest to, but not less than, his/her salary before the transfer.

7.7.5 Recall or Return from Layoff. When an employee following layoff is recalled in the same classification and pay rate from which he/she was laid off, he/she shall be placed in the same step that he/she occupied at the time of layoff. However, the employee shall be credited any time accrued prior to layoff for purposes of determining the employee's next merit step increase. If the employee returns to a position in a different classification and pay rate (moves from one pay schedule to a different pay schedule), the employee will be placed at the step in the new pay schedule which is closest to but not less than his/her former compensation rate.

7.7.6 Reclassification of Position. If an employee's position is reclassified the following shall apply (unless part of a group Compensation Study):

7.7.6.1 If an employee's position is reclassified to a higher pay grade he/she shall be paid at the higher pay range retaining the same step.

7.7.6.2 If an employee's position is reclassified to a lower pay grade, the employee's salary shall remain frozen at the current pay rate until such time as the salary rate for the new classification equals or exceeds the employee's current salary pay rate.

7.7.7 Working out of Classification

7.7.7.1 Employees may be directed by the Department Head or Supervisor to perform duties above their classification.

7.7.7.2 Employees who are temporarily requested to perform duties above their classification shall be paid at the lowest merit step in the new pay grade, which is at least 5% above the salary the employee is currently receiving.

7.7.7.3 Employees shall be required to keep a log of their time worked above their classification and submit same to their Department Head or Supervisor. Logs should contain actual time worked, specific tasks performed and employees will be paid at the higher rate of pay accordingly.

7.8 Computation of Step Time. Although time spent on an approved leave of absence or layoff is credited towards continuous length of service, such periods of thirty (30) or more continuous days are not credited towards step increases.

- 7.8.1 Full-time temporary service, when the employee was hired through competitive selection, that immediately precedes the transfer of an employee to a regular position in the same class, shall be credited in determining the employee's position on the salary schedule.
- 7.8.2 Regular part-time service which immediately precedes the transfer of an employee to regular full-time service in the same class will be credited at one-half (1/2) time regardless of the number of hours actually worked.
- 7.8.3 Part-time service is not credited.
- 7.9 Former Employee. A former employee who is rehired within one year into the same position they were in at the time they left the County, will be paid at the same step in the salary range as when they left the position. They will also receive credit for any time accrued towards their next step earned prior to their departure date, if applicable. All other benefits will be received as if a new hire. A former employee who is rehired into a different position, shall be paid at Step 1 of the pertinent grade unless the employee is granted previous service in accordance with the Continuous Length of Service Policy (Policy #334).
- 7.10 Pay Periods. Employees shall be paid on a bi-weekly basis.
- 7.11 Longevity Pay. Regular Full-Time Employees hired before March 1, 2005 who have completed five or more years of continuous service as of December 1st of each year shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service as of December 1st of each year and employment status (regular full-time or regular part-time) as of December 1st of each year.

Length of continuous service shall be determined as stated in the Continuous Length of Service Policy. Employment status is defined in the Recruitment, Selection and Appointment Policy. Regular full-time employees shall receive \$70 for each full year of continuous service. Regular Full-Time Employees hired on or after March 1, 2005 are not eligible for nor shall they receive longevity pay. Regular part-time employees, who received longevity pay in 2001, shall receive \$35 for each full year of continuous service, until their employment terminates. Regular part-time employees who did not qualify for longevity pay in 2001 (those that had less than five full years continuous service as of 12/01/01), are not eligible for longevity pay.

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

8. ADMINISTRATOR/CAO LEGAL COUNSEL REVIEW: The Administrator/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:
Saginaw County Administrator/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: April 23, 2002; October 12, 2004; February 22, 2005; August 12, 2008; December 18, 2018; December 17, 2019; December 15, 2020; November 22, 2022; March 18, 2025

GILBERT & SMITH, P.C.
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FAX (989) 790-2889

August 7, 2025

8-19-27

SAGINAW COUNTY BOC
AUG 7 '25 PM2:28

Chair Gerald Little
Labor Relations Committee
Saginaw County Board of Commissioners
111 S. Michigan Avenue
Saginaw, Michigan 48602

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

Dear Chairman Little:

I am submitting for consideration by the Labor Relations Committee on August 11, 2025, the following MOUs:

- MOU between the County of Saginaw and UAW Local 455 – Unit 50 regarding a step increase for Judge Gafkay's law clerk;
- MOU between the County of Saginaw, Saginaw County Sheriff and POAM Unit 312 amending Article 8, Section 1 of the CBA removing the restriction of non FTO certified officers.

I will be in attendance at the August 11th 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 _____, 2025 by and among the County of Saginaw ("Funding Unit"), Saginaw County Trial Court ("EMPLOYER") and UAW LOCAL 455 – UNIT 50, representing Professional Employees ("UNION").

WHEREAS, Judge Gafkay recently hired Timothy Cary as a law clerk in her courtroom;

WHEREAS, Timothy Cary has nearly ten (10) years of experience;

WHEREAS, given the experience of Timothy Cary, Judge Gafkay is desirous of moving him from Step 1 to Step 3 of the B-19 wage scale, which is still below the other law clerks;

WHEREAS, EMPLOYER and the UNION are parties to a Collective Bargaining Agreement ("CBA"), that expires on September 30, 2027;

WHEREAS, Article 21 of the CBA provides that 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;

THEREFORE, it is agreed to as follows:

1. Based on the experience of Timothy Cary for the law clerk position with Judge Gafkay, Timothy Cary will be moved from Step 1 to Step 3 of the B-19 wage scale.
2. With the exception of the wage scale, Timothy Cary will be treated as a new hire with respect to seniority and all other benefits provided by EMPLOYER.
3. 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 Funding Unit:

For the Union:

Jack Tany, Chairman
Saginaw County Board of Commissioners

Tim Maike – Business Agent

For the Court:

Julie Gafkay, Chief Judge
County Administrator

Marcia Coughlin – Chief Steward

Approved as to Form:

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

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT made and entered into this ____ day of _____, 2025, by and among 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 8, Section 1 of the Collective Bargaining Agreement to remove the restriction of non FTO certified officers;

WHEREAS, UNION is desirous of amending Article 8, Section 1 of the Collective Bargaining Agreement to remove the restriction of non FTO certified officers;

THEREFORE, it is agreed to as follows:

1. Article 8, Section 1 of the Collective Bargaining Agreement shall be amended as follows:

New employees hired in the unit on a full-time basis shall be considered as probationary employees for one year of their employment and must satisfactorily complete the Field Training Officer (FTO) program as a condition of continued employment. This Field Training Officer (FTO) program is only required as a condition of their continued employment if hired into one of the designated FTO trained positions. Employees hired for a non FTO designated position within the bargaining unit, are not required to complete the Field Training Officer (FTO) program; however, are also not allowed to work in a designated FTO trained position.

Bargaining unit positions shall be separated into two categories: FTO trained and non FTO trained.

FTO TRAINED POSITIONS:

1. Road Patrol A1/A2 or B1/B2
2. Contract Road Patrol positions (i.e. DDA, Spaulding, etc.)
3. Detective
4. Friend of the Court (FOC)
5. Crash Team
6. Traff Division
7. School Resource Officer (SRO)
8. U.S. Marshalls
9. DEA
10. EST

NON FTO POSITIONS:

1. Court Security (Front door/4th Floor)
2. Juvenile Justice Center (JJC)
3. Court Transport (Internal/External)
4. Subpoena Service

5. Hospital Duty

A current non FTO certified employee must submit a letter of interest, if they want to apply for a FTO Trained position. They must satisfactorily complete the Departments Field Training Officer (FTO) program, to become eligible to fill any FTO trained positions.

2. Additionally, Article 8, Section 1 shall be amended as follows:

When an employee finishes the probationary period, by accumulating twelve (12) months of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve (12) months prior to the day he/she completes the probationary period. The probationary period shall be extended by six (6) months upon agreement by the Union and the Employer. There shall be no seniority among probationary employees.

3. 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:

Jack Tany, Chairman
Saginaw County Board of Commissioners

Steve Sellers, Business Agent POAM

Mary Catherine Hannah
County Administrator

Michael King, President
Saginaw County Deputy Sheriff Association

William L. Federspiel, Sheriff

Approved as to form:

David M. Gilbert - Labor Counsel