

AGENDA

LABOR RELATIONS COMMITTEE

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

Monday, May 13, 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 (***April 8, 2024 Minutes - Attached***)
- IV. Public Comment
 - *Speakers limited to 3 minutes*
- V. Agenda
 1. **Jennifer Broadfoot, Personnel Director, re:**
 - **5-21-10** Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the month of April 2024 (*Receive & File*)
 2. **Patricia Johnson, Retirement/Benefits Administrator, re:**
 - **5-21-11** Requesting consideration of a proposal to move 457 Deferred Compensation and Roth IRA plans to Municipal Employees' Retirement System (MERS)
 3. **Dave Gilbert, Civil/Labor Counsel, re:**
 - **5-21-12** Requesting consideration and approval of four (4) Memorandums of Understanding between Saginaw County and the following bargaining units:
 - POAM regarding a Hiring Incentive Program for Assistant Prosecuting Attorneys in the Saginaw County Prosecutor's Office
 - UAW Local 455 – Unit 48 regarding an increase in salary schedule for Office Manager, Operations Supervisor, and Chief Assistant Prosecuting Attorney in the Saginaw County Prosecutor's Office
 - UAW Local 455 – Unit 48 regarding a step level and compensation increase for Chief Deputy Clerk Kyle Bostwick
 - UAW Local 455 – Unit 48 regarding a stipend to Chief Deputy Clerk Kyle Bostwick, funded from the Early Voting Center Revenue Fund
 4. **Vanessa Guerra, Saginaw County Clerk, re:**
 - **5-21-13** Submitting information in support of the request to approve two (2) Memorandums of Understanding between Saginaw County and UAW Local 455 – Unit 48 regarding step level, compensation and stipend for Chief Deputy Clerk Kyle Bostwick [See communication above from Civil/Labor Counsel]
- VI. Miscellaneous
- VII. Adjournment

MINUTES

DRAFT

LABOR RELATIONS COMMITTEE

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

Monday, April 8, 2024 at 4:00 p.m.

Present: Michael Webster - Chair, Denny Harris, Gerald Little
Absent: Christopher Boyd and Sheldon Matthews
Others: Mary Catherine Hannah, Jennifer Broadfoot, Koren Thurston, Dave Gilbert, Darcie Totten, Christina Harrington, Patricia Johnson, Blair Stevenson, Undersheriff Gomez, Brian Keenan-Lechel, Carissa Diffin, Isaac Blackmon, Jason Van Bocxlaer, Damian Fisher, Michael Yelsik, Suzy Koeplinger, and Catherine Hicks

- I. Call to Order ---**Webster at 4:00 p.m.**
- II. Welcome – Roll Call [**Happy Eclipse Day!**]
- III. Correction/Approval of Minutes (**March 11, 2024 Minutes**)
---**Moved by Little, seconded by Harris, to approve. Motion carried.**
- IV. Public Comment ---**None**
- V. Agenda

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

- **4-16-11** Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the month of March 2024
--**Moved by Little, seconded by Harris, to receive and file. Motion carried. (Receive & File)**
- **4-16-15** Requesting consideration of a proposed Request for Proposal (RFP) regarding a Job Classification and Total Compensation Study for Saginaw County
--**Discussion was held regarding the draft RFP that was provided. There is no estimated cost at this time and commissioners will have the opportunity to review all proposals prior to making a decision on whether to move forward.**
--**Moved by Little, seconded by Harris, to approve. Motion carried. (Board Report)**

2. **Undersheriff Gomez, Sheriff's Office, re:**

- **4-16-12** Requesting approval to convert a vacant deputy PCN to a new sergeant PCN, which position would supervise the day-to-day operations of the deputies working in the courthouse; further, to use \$16,700 from fund balance to cover the difference in wages and benefits (*Forwarded from Courts & Public Safety Committee*)
--**Discussion was held regarding the vacant deputy position and that nobody is being displaced by changing the position to a sergeant.**
--**Moved by Harris, seconded by Little, to approve. Motion carried. (Board Report)**

3. **Dave Gilbert, Civil/Labor Counsel w/ Blair Stevenson and Damian Fisher, re:**

- **4-16-14** Requesting consideration and approval of a Memorandum of Understanding between Saginaw County and POAM regarding rate of pay increases for APA I, APA II, and APA III in the Saginaw County Prosecutor's Office
---**Discussion was held regarding the attrition rate, the higher pay rates at the MIDC office, and grant funding (\$1 million) anticipated from the State of Michigan to cover the cost of salary increases for at least two (2) years.**

The Administrator will provide committee members with more information on comparable counties and salary schedules prior to the Board Session.

***---Moved by Harris, seconded by Little, to approve. Motion carried.
(Board Report)***

VI. Miscellaneous ---***None***

VII. Adjournment ---***Moved by Harris, seconded by Little, to adjourn. Motion carried; time being 4:55 p.m.***

Respectfully Submitted,

Michael Webster, Committee Chair

Suzy Koeplinger, Committee Clerk



County of Saginaw

LABOR
RELATIONS

111 South Michigan Avenue
Saginaw, MI 48602

Mary Catherine Hannah
County Administrator

5-21-10

RECEIVED
SAGINAW COUNTY
BOARD OF COMMISSIONERS
2024 MAY -9 AM 9:15

May 1, 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 May, 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 April, 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 May, 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

 (989) 790-5210

 administratorsoffice@saginawcounty.com

Employment Status Report –May, 2024

Name	Dept.	DOH	DOT	Title	Transfer Date	Dept.	Class From	Class To	Exit Int.	Reason
Brady, S.	Prosecutor	2/4/19	4/5/24	APA	N/A	N/A	N/A	N/A	No	Resigned
Murry, C.	District	11/28/17	4/12/24	Bailiff	N/A	N/A	N/A	N/A	No	New Job
Wilson, L.	Circuit	1/16/24	4/19/24	Law Clerk/ Bailiff	N/A	N/A	N/A	N/A	No	No longer employed
Straka, D.	Prosecutor	4/15/19	4/22/24	APA	N/A	N/A	N/A	N/A	Yes	New Job
Crowl, B.	Clerk	10/3/22	4/27/24	Legal Specialist I	N/A	N/A	N/A	N/A	No	New Job
Sharkey, R.	FOC	6/23/08	N/A	Legal Clerk II	4/13/24	Board	T11	B15	Yes	Promotion

Summary of Exit Interviews – April, 2024

Mo./Yr.	Dept.	Why Leaving?	Are you satisfied with:			
			Pay?	Benefits?	Chance for Advancement?	Yrs. Service
4/24	Prosecutor	Job With Genesee County. Saginaw County was equal to or greater than most counties for pay/benefits. Now are on worst end for benefits and pay is at best on low end for middle of pack. Is why have lost so many staff.	No	No	Good	5 yr.
4/24	FOC	Lack of opportunity for advancement and pay increase. Allows me to advance career after further education. Appreciate FOC management for all they have accomplished.	No. Not for full range.	No*	Poor from current position	15 yr. 10 mo.

*Cost of county insurance has increased to point where additional income is required. Current provider makes it nearly impossible to get medication as prescribed even after going through steps to qualify and completing appeals process. Process delays treatment and results in use of FMLA time and missed work. Am satisfied with other benefits.

Retirees with Current Contract (May 1, 2024)

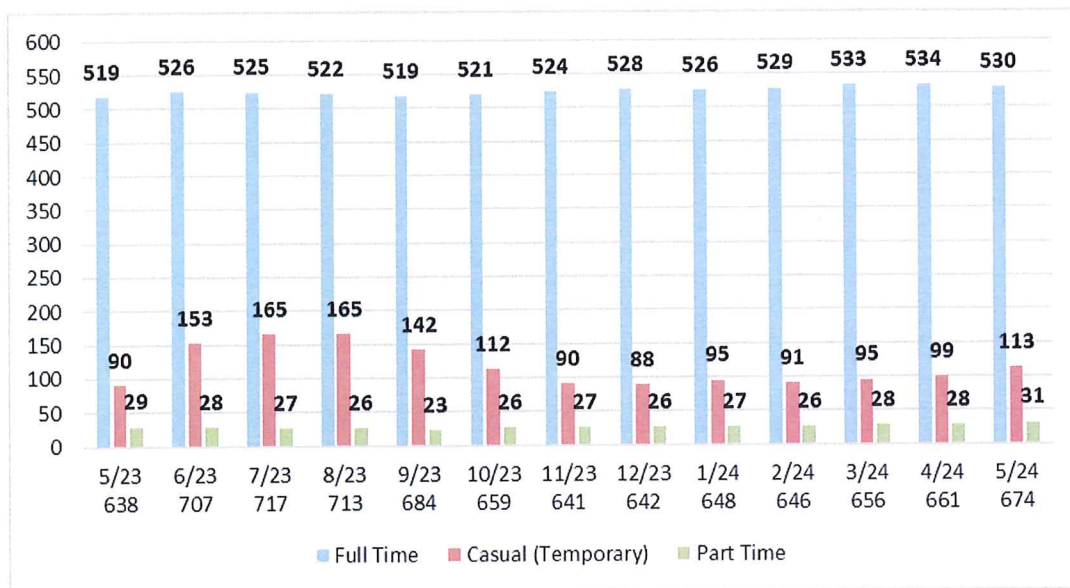
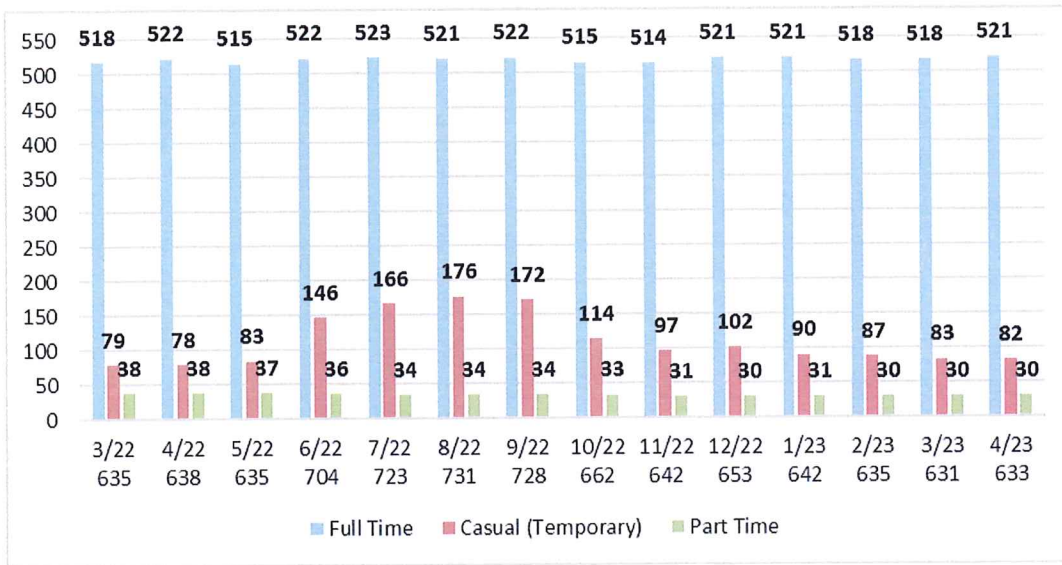
Name	Department	Retirement Date	Contract Expiration	Pay
Alan Kaufman (Kaufman Aviation)	H.W. Browne Airport	01/01/02	09/30/26	\$82,497 annually in 2024

Retirees Working as Needed (May 1, 2024) *

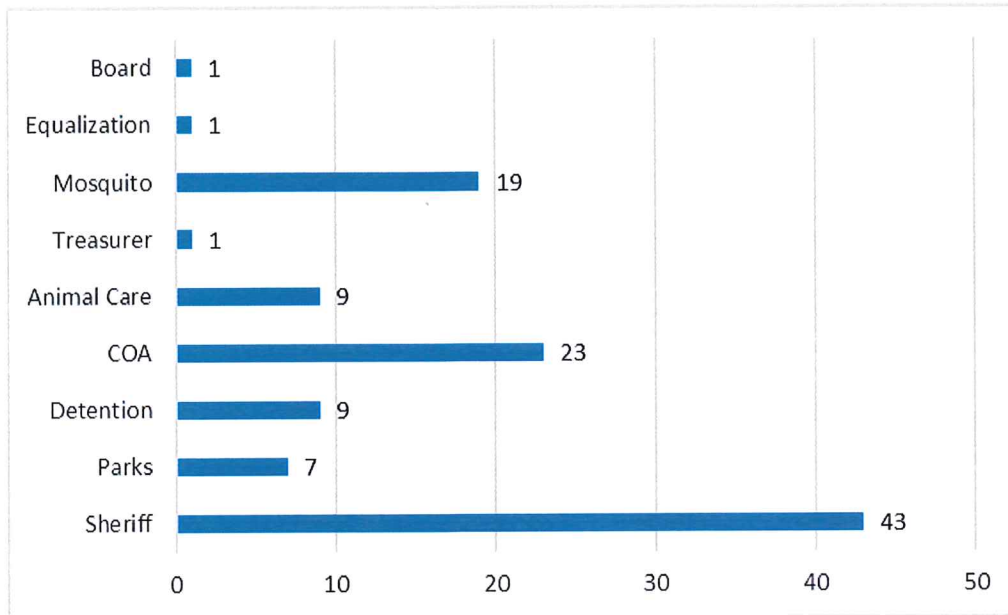
Name	Department	Retirement Date	Contract Expiration	Hourly Pay	Hours worked in April
Bethany Jacques	Health	7/1/19	September 30, 2024	\$50.00	94.25
Mary Patnode	Health	9/30/18	September 30, 2024	\$45.00	125.75

*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 (April 1, 2024)



Status Report
Saginaw County Employee Groups

May 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	57	9/30/2024	Set
UAW – Clerical, Technical, & Paraprofessionals	20	9/30/2024	Set
COAM – Sheriff Unit II-Sergeants	14	9/30/2025	Set
POAM – Detention Youth Care Specialists	18	9/30/2024	Set
POAM – Prosecutors	17	9/30/2024	Set
POAM – Detention Center Supervisors	4	9/30/2024	Set
Teamsters – Health Dept./COA Employees	80	9/30/2024	Set
COAM – Sheriff Unit III- Captain/Lieutenants	5	9/30/2024	Set
POAM – Animal Shelter Employees	10	9/30/2024	Set
POAM – Probation Officers, Family Division	7	9/30/2024	Set
TPOAM – Courthouse Employees	140	9/30/2024	Set
Teamsters – Public Health Nurses	10	9/30/2024	Set
POAM – Sheriff Unit 1 (312 Eligible)	39	9/30/2025	Set
GELC – Probation Officers, District Court	5	9/30/2024	Set
POAM – Sheriff Unit 1 (Non-312 Eligible)	36	9/30/2024	Set
Total	561		



County of Saginaw

111 South Michigan Avenue
Saginaw, MI 48602

**LABOR
RELATIONS**

Mary Catherine Hannah
County Administrator

5-21-11

RECEIVED
SAGINAW COUNTY
BOARD OF COMMISSIONERS
MAY - 7 A 8:19

May 3, 2024

Honorable Christopher Boyd, Chairman
Board of Commissioners
County of Saginaw
111 S. Michigan Ave.
Saginaw, MI 48602

RE: PROPOSAL TO MOVE DEFERRED COMPENSATION PLANS TO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM

Dear Chairman Boyd:

Please permit this letter to serve as my request for Marne Dagget, Leah Behnke, both from MERS, and myself to meet with the Labor Relations Committee at the May 13th meeting regarding the following matter:

Proposal to move 457 Deferred Compensation and ROTH IRA plans to Municipal Employees' Retirement System.

We would like to revisit the topic of making it more convenient and less costly for employees to save additional funds for retirement with the company that already administers the County's Defined Contribution, Defined Benefit and Health Care Savings Program accounts. This is a continuation of a dialog that was begun with a discussion regarding employees taking loans from their 401(a) retirement accounts.

I plan on being at the Labor Relations Committee meeting along with representatives from MERS to answer questions regarding this proposal. Thank you for your consideration to this matter.

Respectfully,

Patricia Johnson
Retirement/Benefits Administrator

GILBERT & SMITH, P.C.
ATTORNEYS AT LAW
721 SOUTH MICHIGAN AVENUE
SAGINAW, MICHIGAN 48602-1529

www.gsb-law.com

LABOR
RELATIONS

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

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

May 8, 2024

5-21-12

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

RECEIVED
SAGINAW COUNTY
BOARD OF COMMISSIONERS
2024 MAY -9 A 9:15

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

Dear Chairman Webster:

I am submitting for consideration by the Labor Relations Committee on May 13, 2024, the following MOU's:

- MOU with POAM regarding Hiring Incentive Program for Assistant Prosecuting Attorneys in the Saginaw County Prosecutor's Office;
- MOU with UAW Local 455 – Unit 48 regarding an increase in salary schedule for Office Manager, Operations Supervisor, and Chief Assistant Prosecuting Attorney in the Saginaw County Prosecutor's Office;
- MOU with UAW Local 455 – Unit 48 regarding a step level and compensation increase for Chief Deputy Clerk, Kyle Bostwick; and
- MOU with UAW Local 455 – Unit 48 regarding a stipend to Chief Deputy Clerk, Kyle Bostwick, funded from the Early Voting Center Revenue Fund.

I will be in attendance at the May 13th 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 PROSECUTING ATTORNEY (“EMPLOYER”) and POLICE OFFICERS ASSOCIATION OF MICHIGAN (“UNION”), representing Assistant Prosecuting Attorneys.

WHEREAS the EMPLOYER and UNION are parties to a Collective Bargaining Agreement (“CBA”) which covers the time period January 18, 2022 to September 30, 2024; and

WHEREAS the EMPLOYER and UNION recognize Saginaw County has historically had challenges recruiting and retaining Assistant Prosecuting Attorneys; and

WHEREAS in response to these challenges, the EMPLOYER and UNION want to implement a Hiring Incentive Program for Assistant Prosecuting Attorneys;

THEREFORE, it is agreed an employee Hiring Incentive Program shall be implemented for Prosecuting Attorneys as follows:

1. Hiring Payment: Assistant Prosecuting Attorneys shall receive a \$5,000 hiring incentive payment. Assistant Prosecuting Attorneys will have the option to accept or decline this payment upon hire. Assistant Prosecuting Attorneys who accept the incentive will be required to complete an agreement to remain in the employment of Saginaw County as an Assistant Prosecuting Attorney for a period of one (1) year or repay all or a portion of the payment as delineated in paragraph two.
2. If the Assistant Prosecuting Attorney leaves the County after they receive the hiring incentive within one (1) year, the payback will be as follows:
 - Before six (6) months – payback \$5,000;
 - Between six (6) and twelve (12) months – payback \$2,500
3. The Assistant Prosecuting Attorney will receive an additional \$5,000 hiring incentive payment with no payback required, upon completion of one year of service within the Prosecutor’s Office.
4. The hiring/retention payments are exempt from those portions of the CBA that require contributions to the MERS defined contribution and defined benefit retirement programs and the health care savings program. The Employer and Employee will pay FICA on the payments.

5. 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 Assistant Prosecuting Attorney currently in the program, however, will complete their payment schedule per their agreement.
6. The Employer reserves the right to pull this MOU at any time, if needed, to close the program.
7. 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:

Christopher S. Boyd, Chairman
Board of Commissioners

Jim Cross

Mary Catherine Hannah,
County Administrator

Damian Fisher - Steward

John McColgan,
Saginaw County Prosecutor

David M. Gilbert - Labor Specialist

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 increase the salary schedule for Office Manager, Operations Supervisor, and Chief Assistant Prosecuting Attorney in the Prosecutor's Office only, to reflect an individual classification market value adjustment and not an across-the-board wage increase, and to be competitive with comparable staff in the Michigan Office of Indigent Defense Counsel;

WHEREAS, UNION also desires to increase the salary schedule for Office Manager, Operations Supervisor, and Chief Assistant Prosecuting Attorney in the Prosecutor's Office only, to reflect an individual classification market value adjustment and not an across-the-board wage increase, and to be competitive with comparable staff in the Michigan Office of Indigent Defense Counsel;

WHEREAS, EMPLOYER also desires to reserve the right to, at any time, reassign the step level of the Office Manager, Operations Supervisor, and Chief Assistant Prosecuting Attorney in the Prosecutor's Office only. However, those employees' compensation levels shall not be reduced during the term of this Agreement;

WHEREAS, UNION also desires to reserve the right to, at any time, reassign the step level of the Office Manager, Operations Supervisor, and Chief Assistant Prosecuting Attorney in the Prosecutor's Office only. However, those employees' compensation levels shall not be reduced during the term of this Agreement.

THEREFORE, it is agreed as follows:

1. The Schedule of Salary Progression attached to the CBA for the Office Manager position, the Operations Supervisor position, and the Chief Assistant Prosecuting Attorney position in the Prosecutor's Office only shall be amended effective the date of this MOU to reflect what is attached hereto as Exhibit A, and which represents an individual classification market value adjustment and not an across-the-board wage increase.

2. Article 21, Section 1, will be amended to provide that the EMPLOYER reserves the right to, at any time, reassign the step level of the Office Manager, Operations Supervisor, and Chief Assistant Prosecuting Attorney in the Prosecutor's Office, within the limitations specified in Article 21. However, the compensation levels for those positions shall not be reduced during the term of the CBA.

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:

Christopher S. Boyd, Chairman

Jason VanBocxlaer – Business Agent

Mary Catherine Hannah
County Administrator

Brian Keenan Lechel – Chief Steward

John A. McColgan, Jr. – Prosecutor

David M. Gilbert – Labor Specialist

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A02	\$88,000.00	\$90,000.00	\$92,000.00	\$94,000.00	\$96,000.00	\$98,000.00

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B17	\$89,000.00	\$91,000.00	\$93,000.00	\$95,000.00	\$97,000.00	\$99,000.00

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B20	\$109,000.00	\$111,000.00	\$112,000.00	\$114,000.00	\$116,000.00	\$119,000.00

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B25	\$128,000.00	\$130,000.00	\$132,000.00	\$135,000.00	\$137,000.00	\$142,000.00

A08 \$160,000.00

Exhibit "A"
1 of 2

	Chief Assistant	Prosecutor
Kent	133-152	188
Genesee	123 - 169	180
Ingham	124-149	?
Ottawa	115-158	165
Kalamazoo	123-169	155-212
Livingston	113-143	159
Muskegon	98-123	157
Midland	97-126	145

Exhibit "A"
2 of 2

FY 19
December
"BONUS"

SAGINAW DEFENDERS OFFICE - FY 2024
Grant Year October 1, 2023 - September 30, 2024

Personnel	Position	Budgeted	Actual
Steve Fenner P29506	Chief Defender		\$ 151,200.00
Demond Tibbs P66032	Deputy Defender		\$ 141,000.00
Matthew Evans P54800	Senior Defender		\$ 108,000.00
Ayiteh Sowah P68657	Senior Defender		\$ 135,000.00
Patricia Slomski P29001	Senior Defender		\$ 108,540.00
David Roby P50986	Senior Defender		\$ 104,760.00
Eldor Herrmann P61368	Asst. Defender		\$ 100,440.00
John van Benschoten P34467	Asst. Defender		\$ 110,160.00
Khadlja Swims P83503	Asst. Defender		\$ 101,520.00
TBD	Asst. Defender		\$ -
Anthony Gonzales P85987	Asst. Defender		\$ 97,200.00
Emille Lyday P87744	Asst. Defender		\$ 97,200.00
Dominic Lambaria P86063	Asst. Defender		\$ 86,400.00
Zachary Yancer P84696	Asst. Defender		\$ 86,400.00
Aubrie Smith P86967	Asst. Defender		\$ 86,400.00
Keri Turner P87182	Asst. Defender		\$ 86,400.00
TBD	Asst. Defender		\$ -
TBD	Asst. Defender		\$ -
John Moton	Discovery Investigator		\$ 66,420.00
Brian Booker	Discovery Investigator		\$ 64,800.00
Hannah Gates	Law Clerk Intern	\$ 46,217.60	\$ 16,000.00
TBD	Law Clerk Intern	\$ 46,217.60	\$ -
TBD	Law Clerk Intern	\$ 46,217.60	\$ -
TBD	Law Clerk Intern	\$ 46,217.60	\$ -
TBD	Law Clerk Intern	\$ 46,217.60	\$ -
TBD	Law Clerk	\$ 56,804.80	\$ -
Mira Hernanadez	Law Clerk	\$ 56,804.80	\$ 56,700.00
Christopher White	Law Clerk	\$ 56,804.80	\$ 75,600.00
Amber Harris	Law Clerk	\$ 56,804.80	\$ 45,000.00
Theresa Bridges	Law Clerk	\$ 56,804.80	\$ 41,600.00
Marla Romo	Social Worker		\$ 75,600.00
Melissa Hayes	Social Worker - Client Advocate		\$ 47,520.00
Amy Medd	Office Manager		\$ 86,400.00 *
Brooke Rushing	Admin Assistant		\$ 54,000.00
Colleen Fries	Legal Secretary		\$ 48,600.00
Ashley Fairley	Legal Secretary		\$ 52,920.00
Tyra Walker	Legal Secretary		\$ 43,200.00
Freddlerka Prince	Legal Secretary		\$ 37,800.00
Brittany McKenna	Legal Secretary		\$ 37,800.00
Emily Dean	Legal Secretary		\$ 37,800.00
Shannon Wahr	Legal Secretary - Part Time	Hourly	\$ 34,000.00
Jennifer Hoffman	Admin Assistant - MAC		\$ 56,160.00
Armond McBride	Legal Secretary - MAC		\$ 48,600.00
Alisha Shaffer	Legal Secretary - MAC	Hourly	\$ 40,000.00
Alexus Thomas	Legal Secretary - MAC	Hourly	\$ 39,520.00
TBD	Other - Jail Scheduler - Part Time	\$ 20,800.00	\$ -
Category Summary		\$ 3,300,835.20	\$ 2,706,660.00

APA 11?
APA 11?

UAW - Business Rep info.

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 CLERK ("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, Chief Deputy Clerk in the County Clerk's Office, Kyle Bostwick, supervises Circuit Court records, vital records, and administers elections in that office;

WHEREAS, the administration of elections in the County Clerk's Office has imposed additional job duties on Chief Deputy Clerk, Kyle Bostwick;

WHEREAS, EMPLOYER desires to increase the step level and compensation for Chief Deputy Clerk, Kyle Bostwick, from a B19, Step 5, to a B20, Step 7 position to compensate Mr. Bostwick for additional duties within the County Clerk's Office;

WHEREAS, UNION also desires to increase the step level and compensation for Chief Deputy Clerk, Kyle Bostwick, from a B19, Step 5, to a B20, Step 7 position to compensate Mr. Bostwick for additional duties within the County Clerk's Office;

THEREFORE, it is agreed as follows:

1. The step level for Chief Deputy Clerk, Kyle Bostwick, shall be increased from a B19, Step 5, to a B20, Step 7 position with a corresponding increase in compensation for the additional duties he has undertaken within the County Clerk's Office.
2. The increase in compensation shall be retroactive to January 18, 2024.
3. Mr. Bostwick's seniority date for step increases will not be affected by this MOU.
4. 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

Brian Keenan Lechel – Chief Steward

Vanessa Guerra – County Clerk

David M. Gilbert – Labor Specialist

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 CLERK ("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, Chief Deputy Clerk in the County Clerk's Office, Kyle Bostwick, supervises Circuit Court records, vital records, and administers elections in that office;

WHEREAS, the administration of elections in the County Clerk's Office has imposed additional job duties on Chief Deputy Clerk, Kyle Bostwick;

WHEREAS, EMPLOYER desires to provide a stipend to Chief Deputy Clerk, Kyle Bostwick, in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) per election, for administrating the election duties on behalf of the County, which shall be funded from the Early Voting Center Revenue Fund.

WHEREAS, UNION also desires that a stipend be provided to Chief Deputy Clerk, Kyle Bostwick, in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) per election, for administrating the election duties on behalf of the County, which shall be funded from the Early Voting Center Revenue Fund.

THEREFORE, it is agreed as follows:

1. Chief Deputy Clerk, Kyle Bostwick, will be provided a stipend in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) per election, for administrating the election duties on behalf of the County, which shall be funded from the Early Voting Center Revenue Fund.
2. This stipend shall be retroactive to January 1, 2024.
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:

Christopher S. Boyd, Chairman

Mary Catherine Hannah
County Administrator

Vanessa Guerra – County Clerk

David M. Gilbert – Labor Specialist

FOR THE UNION:

Jason VanBocxlaer – Business Agent

Brian Keenan Lechel – Chief Steward



LABOR RELATIONS

111 S. MICHIGAN AVE.
SAGINAW, MI 48602

VANESSA GUERRA
COUNTY CLERK

KYLE A. BOSTWICK
CHIEF DEPUTY

May 7, 2024

5-21-13

RECEIVED
SAGINAW COUNTY
BOARD OF COMMISSIONERS
2024 MAY -7 P 5:05

Honorable Committee Chairman Michael Webster
Saginaw County Board of Commissioners
111 South Michigan Avenue
Saginaw, MI 48602

Dear Chairman Webster,

Please allow this letter to serve as my request to present before the Labor Relations Committee at its Monday, May 13, 2024 meeting regarding the attached proposed Memorandum of Understanding.

Thank you for your time,

Vanessa Guerra
Saginaw County Clerk

Additional Responsibilities Required of the Saginaw County Chief Deputy Clerk Since the Passage of Proposal 2022-2

- Facilitate the creation, printing, and sending of a notice specifying the location of the early voting site(s) to each registered elector in the County in coordination with municipal clerks (*required upon creation or changing of an EV precinct*)
- Work with each municipality's clerk and their respective Board along with the County Board of Commissioners to craft binding agreements between the County and each municipality.
- Plan for and prepare any Early Voting precinct location(s) to meet the required standards according to best practice and election law.
- Create a County Early Voting Plan that incorporates each of the plans received and filed from each municipality and forward to the state by the required deadline before each State and Federal election.
- Configure early voting within the election geography and duty lists of the Qualified Voter File (QVF) for each municipality and precinct in the County.
- Coordinate the additional training of election inspectors for early voting precincts as they have unique differences compared to election day precincts.
- Schedule and prepare for County Election Commission meetings to appoint inspectors for the County Early Voting Precinct before each required election.
- Hire, train and supervise 50 election inspectors for 30-40 days of every year.
- Coordinate communications and scheduling among appointed inspectors and municipal clerks for the required nine days of early voting.
- Additional election programming responsibilities on the County's Election Management System due to the complexities of an early voting precinct and the additional equipment/devices required.
- Conduct preliminary testing on all early voting equipment including tabulators, voter assist terminals, ballot on demand print solutions, and electronic poll book laptops.
- Coordinate and conduct logic and accuracy testing on early voting tabulator(s) at an open public accuracy meeting of the County Election Commission.
- Assist any municipalities on an individual basis who may conduct their own early voting with their responsibilities, similar to the aforementioned.
- Provide oversight and technical support to any early voting precincts operating in the county during each of the 9 days, including weekends, to ensure proper procedures are being followed and security measures are implemented.
- Take all necessary steps to secure the electronic voting equipment, ballot containers, blank ballots, and other election materials after the close of early voting each day until the opening of early voting on the following day.

- Oversee the closing of the Early Voting election site after the polls close on election day while simultaneously problem solving for all 133-election day and av precincts that are attempting to close and balance at the same time on election night.
- Keep track of service agreements and preventative maintenance schedules for additional county owned election equipment required for early voting.
- Preparing and printing additional reserve ballots for each ballot style offered in an early voting site as backup in case of power or equipment failure.
- Track all costs associated with early voting and facilitate reimbursement requests from the State of Michigan and local municipalities.
- Budget for anticipated costs associated with these responsibilities.
- Administer a public awareness/information program in advance of each election as required by law.

April 2024

Proposed MOU regarding Chief Deputy Position

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 CLERK ("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, Chief Deputy Clerk in the County Clerk's Office, Kyle Bostwick, supervises Circuit Court records, vital records, and administers elections in that office;

WHEREAS, the administration of elections in the County Clerk's Office has imposed additional job duties on Chief Deputy Clerk, Kyle Bostwick;

WHEREAS, EMPLOYER desires to increase the step level and compensation for Chief Deputy Clerk, Kyle Bostwick, from a B19, Step 5, to a B20, Step 7 position to compensate Mr. Bostwick for additional duties within the County Clerk's Office;

WHEREAS, UNION also desires to increase the step level and compensation for Chief Deputy Clerk, Kyle Bostwick, from a B19, Step 5, to a B20, Step 7 position to compensate Mr. Bostwick for additional duties within the County Clerk's Office;

WHEREAS, EMPLOYER desires to provide a stipend to Chief Deputy Clerk, Kyle Bostwick, in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) per election, for administrating the election duties on behalf of the County, which shall be funded from the Early Voting Center Revenue Fund.

WHEREAS, UNION also desires that a stipend be provided to Chief Deputy Clerk, Kyle Bostwick, in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) per election, for administrating the election duties on behalf of the County, which shall be funded from the Early Voting Center Revenue Fund.

THEREFORE, it is agreed as follows:

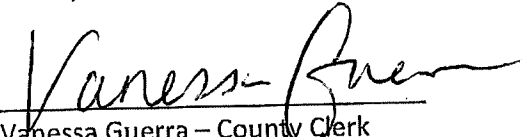
1. The step level for Chief Deputy Clerk, Kyle Bostwick, shall be increased from a B19, Step 5, to a B20, Step 7 position with a corresponding increase in compensation for the additional duties he has undertaken within the County Clerk's Office.

2. The increase in compensation shall be retroactive to January 18, 2024.
3. Chief Deputy Clerk, Kyle Bostwick, will be provided a stipend in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) per election, for administrating the election duties on behalf of the County, which shall be funded from the Early Voting Center Revenue Fund.
4. Mr. Bostwick's seniority date for step increases will not be affected by this MOU.
5. 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:

Christopher S. Boyd, Chairman

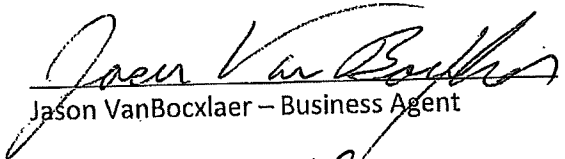
Mary Catherine Hannah
County Administrator



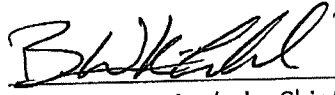
Vanessa Guerra – County Clerk

David M. Gilbert – Labor Specialist

FOR THE UNION:



Jason VanBocxlaer – Business Agent



Brian Keenan Lechel – Chief Steward

January

2024

Early Vote Center Workload Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
					8 hours	
14	15	16	17	18	19	20
	3 hours	3 hours	3 hours	3 hours	3 hours	8 hours
21	22	23	24	25	26	27
	3 hours	3 hours	3 hours	3 hours	3 hours	8 hours
28	29	30	31			
	3 hours	3 hours	3 hours			

February

2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				3 hours	3 hours	8 hours
				3 hours	3 hours	8 hours
				3 hours	3 hours	8 hours
				3 hours	3 hours	10 hours
						<u>Early Voting Begins</u>
				3 hours	3 hours	10 hours
10 hours	3 hours	3 hours	3 hours	3 hours	3 hours	10 hours
10 hours						
<u>Early Voting Ends</u>						

TOTAL ADDITIONAL
HOURS: 170

Minutes from Tuscola County Board of Commissioners to be used as sample for proposed Early Vote Center stipend

rate of \$19.73 per hour. All pre-employment requirements have been met including a satisfactory background check, physical and drug test.

New Business

1. Purdy Building Repairs -
Mike Miller, Building and Grounds Director, presented the matter at the Committee of the Whole meeting on December 11, 2023.

2023-M-264

Motion by Bill Lutz, seconded by Thomas Bardwell to approve the repair work to the Purdy Building Lintels by National Restoration Inc. not to exceed \$149,000.00 plus the additional \$15,000.00 for the windows for a total project cost of \$164,000.00. Also, all appropriate signatures and a budget amendment through the use of fund balance in the Capital Improvements Fund (483) are authorized. Motion Carried.

2. Tuscola County Planning Commission Appointment -
Jodi Fetting, County Clerk, CCO, presented the applications received at the Committee of the Whole meeting on December 11, 2023.

2023-M-265

Motion by Thomas Young, seconded by Thomas Bardwell to approve the appointment of Estee Bitzer to the Tuscola County Planning Commission for a 3-year term beginning January 1, 2024. Motion Carried.

3. 2024 Tuscola County Clerk Stipend Restructure -
Matter was discussed at the October 26, 2023 and December 11, 2023 meetings.

2023-M-266

Motion by Thomas Bardwell, seconded by Thomas Young to approve the 2024 revised Election Programming stipend for the County Clerk.

- If there are 15 or less ballot styles in one election, then the stipend payment per ballot style is \$85.00 for each Tabulator programmed and \$15.00 for each Voter Assist Terminal programmed.
- If there are 16 to 30 ballot styles in one election, then the stipend payment would be a flat stipend of \$2,000.00.
- If there are 31 or more ballot styles, then the stipend payment would be a flat stipend of \$3,000.00.

Stipend to be paid to the County Clerk at the conclusion of canvassing an election and documentation to be provided to the Human Resource Director for payment. The stipend is to be charged to the Election Budget (101-191). This only applies if the election programming is completed in-house and not contracted out. This is effective January 1, 2024. \$12,000.00 has been included in the proposed 2024 wage line item in the Election Budget (101-191). Motion Carried.