

# AGENDA

## LABOR RELATIONS COMMITTEE

111 S. Michigan Ave., Rm. 215, Saginaw, MI 48602

**Monday, February 10, 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 (*January 21, 2025 Minutes - Attached*)
- IV. Public Comment (*Speakers limited to 3 minutes*)
- V. Agenda

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

- **2-18-10** Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the month of January 2025 (*Receive & File*)
- **2-18-11** Requesting approval of new, proposed County Policy titled “Earned Sick Time Act” and revised County Policy #341 “Paid Time Off” due to implementation of the Earned Sick Time Act of 2018 slated to take effect February 21, 2025

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

- **2-18-12** Requesting consideration of wage increases for individuals in the county’s eleven (11) non-union positions following the parameters set forth in the collective bargaining agreement with TPOAM

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

- **2-18-13** Requesting consideration and approval of Memorandums of Understanding between County of Saginaw and (1) UAW Local 455-Unit 48 representing Managers, and (2) UAW Local 455-Unit 50 representing Professional Employees, both regarding provision of a bonus in recognition of extra work duties undertaken during the absence of the IT Director
- **2-18-14** Requesting consideration and approval of a Memorandum of Understanding between County of Saginaw and TPOAM regarding a pay rate increase for a District Court bailiff

4. **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

5. Any other matters to come before the committee

- VI. Miscellaneous
- VII. Adjournment

**MINUTES**  
**LABOR RELATIONS COMMITTEE**

**DRAFT**

111 S. Michigan Ave., Rm. 200, Saginaw, MI 48602  
**Tuesday, January 21, 2025 at 4:00 p.m.**

Present: Gerald Little - Chair, Sheldon Matthews - Vice-Chair, Denny Harris, Mark Piotrowski, Jack Tany

Others: Vanessa Guerra, Mary Catherine Hannah, Brian Keenan-Lechel, Dave Gilbert, Jennifer Broadfoot

- I. Call to Order --- **Gerald Little at 4:00 p.m.**
- II. Welcome – Rollcall
- III. Correction/Approval of Minutes (**December 9, 2024 Minutes**)  
---**Moved by Tany, seconded by Piotrowski, to approve. Motion carried.**
- IV. Public Comment (*Speakers limited to 3 minutes*) ---**None**
- V. Agenda

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

- **1-21-9** Presented Employment Status Report, Exit Interviews, Employee Groups, and Retiree Employment Contracts covering the months of December 2024 (*Receive & File*)  
---**Informational - no action.**

2. **Hon. Judge Darnell Jackson, Circuit Court, re:**

- **1-21-10** Requested PCN for the Judicial Assistant position to be reinstated in the FY25 budget due to the extension of funding from the State of Michigan (\$385,000) and an additional amount of \$80,000 to continue the program through the end of 2025  
---**Moved by Matthews, seconded by Tany, to approve. Motion carried.**  
**(Board Report)**

3. **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 Harris, seconded by Tany, to go into closed session at 4:15 p.m.**  
---**The committee entered open session at 4:35 p.m.**  
---**Moved by Matthews, seconded by Harris, to adopt the proposed TPOAM Collective Bargaining Agreement. Motion carried. (Board Report)**

4. Any other matters to come before the committee ---**None**

VI. Miscellaneous ---**None**

VII. Adjournment --- **Moved by Piotrowski, seconded by Matthews, to adjourn. Motion carried; time being 4:38 p.m.**

Respectfully Submitted,  
Gerald Little, Committee Chair  
Vanessa Guerra, Committee Clerk



County of Saginaw

111 South Michigan Avenue  
Saginaw, MI 48602

Mary Catherine Hannah  
County Administrator

2-18-10

February 5, 2025

SAGINAW COUNTY BOC  
FEB 5 '25 PM2:36

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

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 February, 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 January, 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 February, 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

Employment Status Report –February, 2025

Name	Dept.	DOH	DOT	Title	Transfer Date	Dept.	Class From	Class To	Exit Int.	Reason
Haas, M.	Treasurer	12/28/07	1/1/25	Office Coord.	N/A	N/A	N/A	N/A	No	Retirement
Lamping, R.	Family Ct.	7/21/94	1/2/25	Judicial Asst.	N/A	N/A	N/A	N/A	Yes	Retirement
Lackowski, S.	Family Ct.	7/23/19	1/3/25	Probation Officer	N/A	N/A	N/A	N/A	Yes	Unhappy with Work Env./ New job
Austin, M.	Sheriff	9/28/00	1/9/25	Lieutenant	N/A	N/A	N/A	N/A	No	Unable to Work
Lopez, N.	District	9/3/24	1/3/25	Legal Clerk I	N/A	N/A	N/A	N/A	Yes	Unhappy with Work Env./Mgt.
Ortiz, C.	Health	12/3/24	12/17/24	Vision Tech.	N/A	N/A	N/A	N/A	No	Resigned
Robinson, T.	Detention	3/11/24	1/14/25	DYCS	N/A	N/A	N/A	N/A	No	Probationary Termination
Rodgers, D.	Clerk	3/8/22	N/A	Legal Specialist I	1/19/25	Treas.	T9	T10	Yes	Promotion

Summary of Exit Interviews – January, 2025

Mo./Yr.	Dept.	Why Leaving?	Are you satisfied with:			Yrs. Service
			Pay?	Benefits?	Chance for Advancement?	
1/25	Family Ct.	Age. Loved job and people worked with.	Yes	Yes	N/A	30 yr. 5 mo.
1/25	Family Ct.	No longer had passion for job due to lack of programs/services offered by Court/work not appreciated. Employees not held accountable for jobs by Administration/minimal opportunity for advancement. New job offers better pay and benefits and more remote work opportunities.	No	No - More PTO needed	Poor	5 yr. 5 mo.
1/25	District Ct.	Unhappy with management/work environment.	No	No	Poor	4 mo.
1/25	Clerk	Better career opportunities/room for advancement.	Yes	Yes	Don't know	2 yr. 10 mo.

Retirees with Current Contract (February 1, 2025)

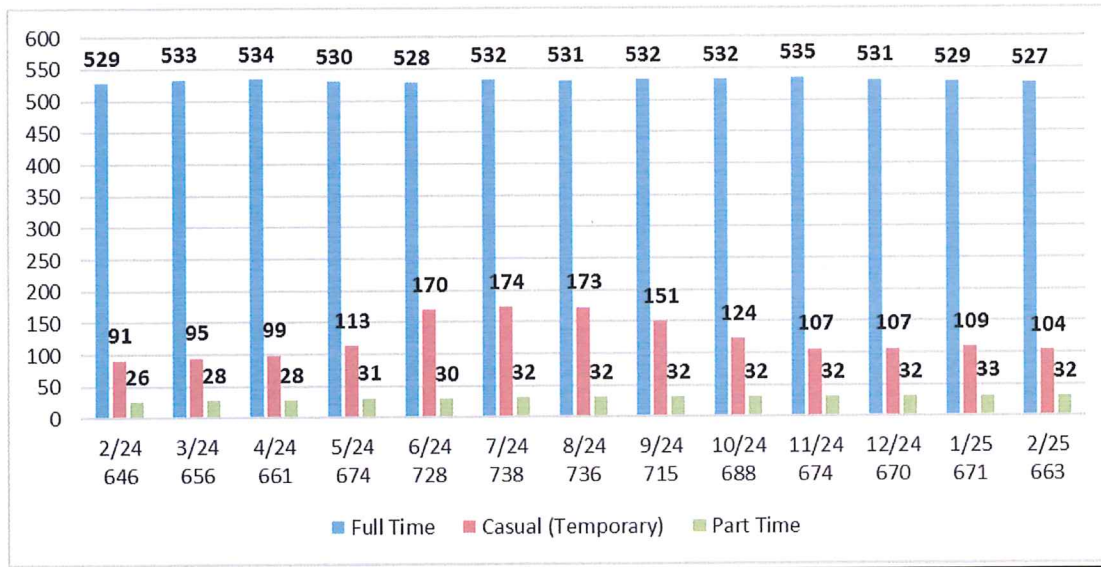
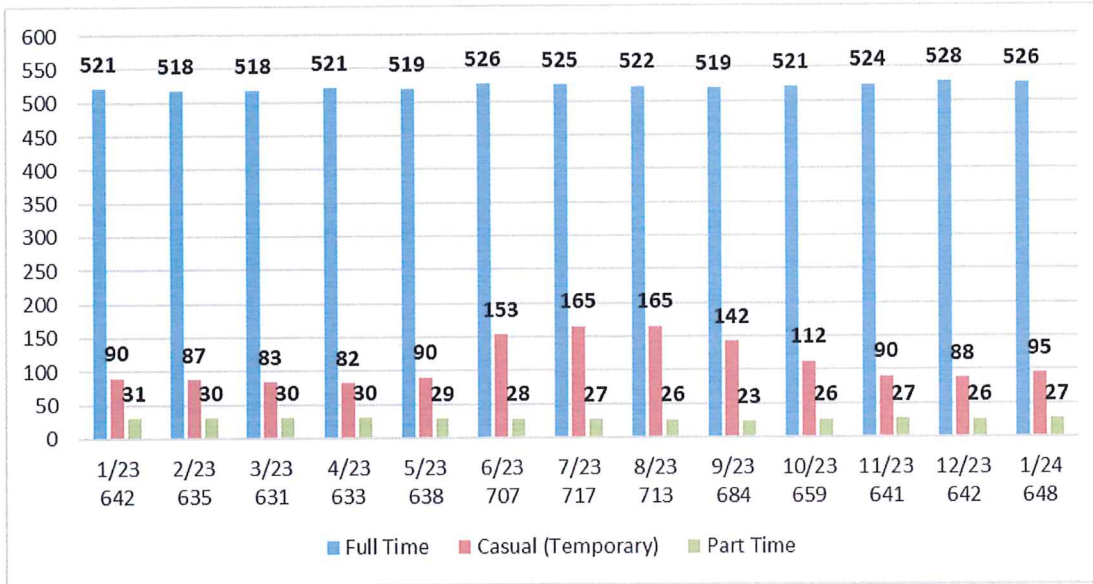
Name	Department	Retirement Date	Contract Expiration	Pay
Alan Kaufman (Kaufman Aviation)	H.W. Browne Airport	01/01/02	09/30/26	\$82,497 annually in 2025

Retirees Working as Needed (February 1, 2025) \*

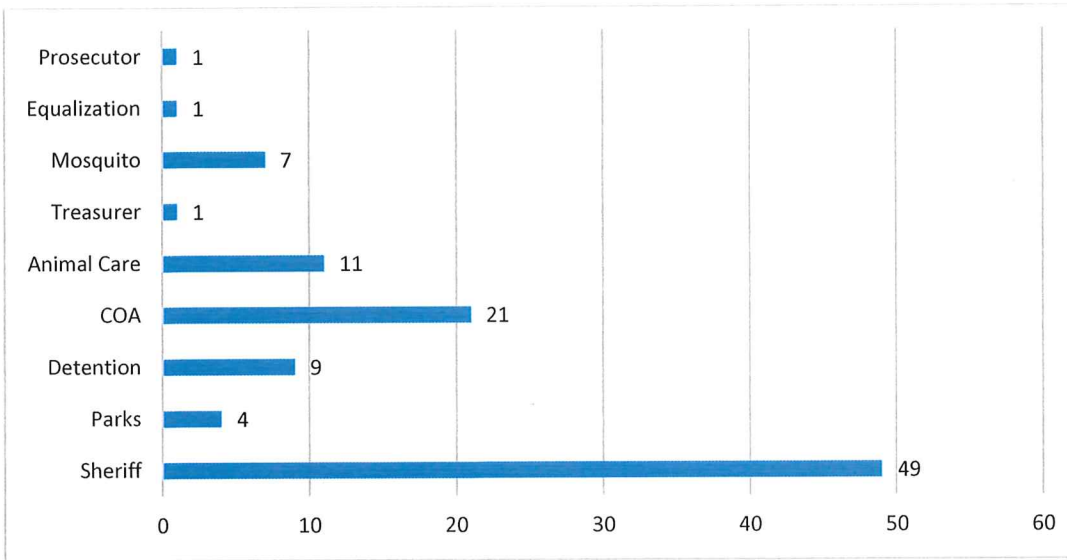
Name	Department	Retirement Date	Contract Expiration	Hourly Pay	Hours worked in January
Bethany Jacques	Health	7/1/19	September 30, 2025	\$50.00	33
Mary Patnode	Health	9/30/18	September 30, 2025	\$45.00	139.75

\*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 (January 1, 2025)



**Status Report**  
**Saginaw County Employee Groups**  
February 1, 2025

<b>Employee Group</b>	<b>Employees</b>	<b>Expiration of Contract</b>	<b>Status</b>
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, 2025 Annual via Budget	Set
UAW – Managers	62	9/30/2024	Negotiations open
UAW – Professionals	58	9/30/2024	Negotiations open
UAW – Clerical, Technical, & Paraprofessionals	20	9/30/2024	Negotiations open
COAM – Sheriff Unit II-Sergeants	14	9/30/2025	Set
POAM – Detention Youth Care Specialists	19	9/30/2024	Negotiations open
POAM – Prosecutors	18	9/30/2024	Negotiations open
POAM – Detention Center Supervisors	4	9/30/2024	Negotiations open
Teamsters – Health Dept./COA Employees	80	9/30/2024	Negotiations open
COAM – Sheriff Unit III- Captain/Lieutenants	5	9/30/2024	Negotiations open.
POAM – Animal Shelter Employees	9	9/30/2024	Negotiations open
POAM – Probation Officers, Family Division	6	9/30/2024	Negotiations open
TPOAM – Courthouse Employees	136	9/30/2027	Set
Teamsters – Public Health Nurses	9	9/30/2024	Negotiations open
POAM – Sheriff Unit 1 (312 Eligible)	37	9/30/2025	Set
GELC – Probation Officers, District Court	5	9/30/2024	Negotiations open
POAM – Sheriff Unit 1 (Non-312 Eligible)	37	9/30/2024	Negotiations open
<b>Total</b>	<b>559</b>		









County of Saginaw

LABOR  
RELATIONS

111 South Michigan Avenue  
Saginaw, MI 48602

Mary Catherine Hannah  
County Administrator

2-18-11

February 5, 2025

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

SAGINAW COUNTY BOC  
FEB 5 '25 PM2:35

Re: Proposed Earned Sick Time Act (ESTA) Policy and Revised Paid Time Off (PTO) Policy

Dear Chairman Tany:

Attached for the consideration of the Labor Relations Committee is a new proposed County Policy titled, Earned Sick Time Act Policy and a revised County Policy #341 Paid Time Off. The new policy and revisions to the PTO policy are needed due to the implementation of the Earned Sick Time Act of 2018 which, through State Court action, is now recognized as a new law, slated to take effect February 21, 2025. As you may recall, ESTA was first proposed in 2018. It was a citizen led ballot initiative which had gathered enough signatures to be placed before the State Legislature. The Legislature had several options available to them, but they moved to adopt the ballot initiative outright and then amend it prior to its effective date. The amended version took effect in early 2019 as the Paid Medical Leave Act.

Through the above-mentioned Court action, it was determined that the adopt and amend process used by the Legislature was not appropriate and the law in its original form was reinstated in July 2024, with a several month window for employers to prepare for its enactment. Since then, numerous bills have been introduced in the State House and Senate to amend the Act and address perceived deficiencies within it. Although the House has passed an amending bill in its current session, it has not yet been taken up by the Senate. The Senate could consider the House approved bill, amend it or consider its own revising bill prior to the act's effective date, February 21, 2025. However, at this time, since no bills have been successful, employers have to prepare for the Act's implementation as written. The new policy and revisions to the PTO policy address the requirements of the Act.

ESTA requires employers to provide one hour of paid leave for sick time for every thirty hours worked for all employees. It may be used for a number of medical and family related reasons as noted in the Act. While the County already provides PTO to many employees at levels which generally meet the requirements of the Act, we are recommending time earned in accordance with the Act be accrued separately and in addition to PTO.

PTO and ESTA are accrued at different rates making them difficult to track in one bank. Separate banks will help to ensure all requirements relating to the use of ESTA are followed by the County. These include restrictions on employers relating to the enforcement of call-in provisions and requests for medical documentation relating to the leave. If a combined accrual bank was used, these restrictions would have



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to apply to PTO as well; a separate bank will allow the restrictions and requirements to only apply to ESTA. The Act also contains provisions that require maintenance of detailed records for time awarded and used. Separate banks will allow for appropriate recordkeeping for ESTA time. It will also allow PTO to continue to be used in the same fashion, with the same requirements as it is now. The revisions to the PTO policy were made to remove language that applied to the Paid Medical Leave Act which was overturned.

Legal Counsel is in the process of reviewing the new policy and the revisions to the existing policy and will provide any additional revisions at the committee meeting. We would request Labor approve the policies and send to the Board for its consideration. I will be available at the February, 2025 Labor Relations Committee meeting to address any questions Commissioners have regarding the new and revised policies.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Broadfoot", written in a cursive style.

Jennifer Broadfoot  
Personnel Director

cc: Mary Catherine Hannah, County Administrator

Category

Number

Subject: Earned Sick Time Act Policy

1. Purpose: It is the purpose of this policy to establish uniform guidelines and rules for employees regarding the use of sick time in accordance with the Earned Sick Time Act (State of Michigan Public Act 338 of 2018.)
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 Saginaw County Administrator and/or their designee shall be responsible for the implementation of this policy. It shall be the responsibility of the Administrator's Office and Department Heads to administer this policy.
5. Definitions: None.
6. Preliminary Statement: Saginaw County shall administer this policy in accordance with the Earned Sick Time Act and its accompanying regulations, set forth in State of Michigan Public Act 338 of 2018), et seq. Thus, although this policy sets forth a summary of the requirements, process and procedure regarding employees' use of such leave time under applicable circumstances, Saginaw County shall administer this policy in accordance with the Act and its regulations. Any provisions of this policy that are in conflict with the Earned Sick Time Act shall be superseded thereby.
7. Policy:

All employees are eligible for sick time in accordance with the Earned Sick Time Act (ESTA), regardless of employment status or hours worked. This includes full-time, regular part-time, part-time, temporary, on-call and seasonal employees of Saginaw County. Employees will accrue one (1) hour of paid sick time for every thirty (30) hours worked. For the purpose of calculating 'hours worked', non-worked paid time such as holidays, paid time off (PTO), building closure and leaves of absence will not be included. There is no cap on the amount of sick time an employee can earn in a week, month or year.

Sick time will begin to accrue on an employee's first day of employment but cannot be accessed until the first day of the month following thirty (30) days of service.

Carry-over/Payout: Unused accrued earned sick time will be carried over to the next year. A maximum of seventy-two (72) hours may be used in a year. Sick time shall be paid at the employee's regular rate of pay when used. For the purpose of this policy, a year is defined as a fiscal year.

Any earned sick time remaining in an employee's bank at the time of separation will not be paid out.

Use of ESTA: Earned sick time can be used for any of the following reasons:

(a) The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

(b) For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family members' mental or physical illness, injury or health condition; or preventive medical care for a family member of the employee.

(c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

(d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

(e) For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, 'Family member' includes all of the following:

(a) Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.

(b) Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

(c) A person to whom the employee is legally married under the laws of any state or a domestic partner.

(d) A grand parent.

(e) A grandchild.

(f) A biological, foster or adopted sibling.

(g) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Notice Requirements: If an employee's need for sick time is foreseeable, the employee is asked to provide seven (7) days advanced notice. If the need is not foreseeable, employee must inform the employer as soon as practicable.

When earned sick time is used, documentation may be required for absences that are more than 3 consecutive days in length. If documentation is required, any out-of-pocket cost for obtaining the requested documentation will be paid by the employer/department.

Unlawful Acts by Employers and Enforcement Mechanisms: Employees cannot be disciplined or in any way retaliated against for using their accrued sick time. Employees will not be penalized or retaliated against in any way for requesting or using accrued sick time for the purposes designated above.

Employees who feel as though their rights under this act have been violated can file a complaint with the Personnel Department or with the Wage and Hour Division of the Michigan Department of Labor and Economic Growth or bring civil action against Saginaw County.

8. Administrative Procedures: None.

9. COUNTY ADMINISTRATOR/LEGAL COUNSEL REVIEW: The County Administrator 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

Approved as to Legal Content:

Saginaw County Civil Counsel

Category: 300  
Number: 341

Subject: PAID TIME OFF (PTO)

1. PURPOSE: It is the purpose of this policy to establish a uniform system regulating the accrual and use of paid time off hours. PTO leave is intended to be used to compensate for vacation leave, ~~illness leave - earned sick time~~, personal leave, paid time off, ~~and as required under the Paid Medical Leave Act.~~

1. 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 ~~Saginaw County Administrator Controller/CAO of Saginaw County~~ shall be responsible for the implementation and administration of this policy.

5. DEFINITIONS: For purpose of this policy, regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for PTO.

6. POLICY:

6.1 Rate of Accrual.

6.1.1 Each regular full-time employee shall accrue Paid Time Off hours at the following rate. ~~Regular part-time employees accrue PTO at 1/2 of the below rates. Regular part-time, part-time, and on-call employees who work on an average of more than 25 hours per week during the immediately preceding calendar year shall accrue Paid Time Off hours at one-half the below rate, as long as the accrued time equals at least 40 hours.~~

	<u>Annual Rate</u>	<u>Biweekly Rate</u>
First day of the month following		
30 days* - 3 years continuous service	136 hours	5.2308 hours
3 - 5 years " "	152 hours	5.8462 hours
5 - 10 years " "	168 hours	6.4615 hours
10 - 15 years " "	184 hours	7.0769 hours
15 - 20 years " "	200 hours	7.6923 hours
20 or more years " "	216 hours	8.3077 hours

\*PTO accrued during the waiting period (date of hire – first day of the month following thirty days of service) shall be credited on the first day of the month following 30 days of service.

6.2 Accumulation of Paid Time Off (PTO) Hours.

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- 6.2.1 When an employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrual, earning at the new rate will begin on the first day of the current pay period.
- 6.2.2 Employees shall be paid during PTO leave on the basis of the normal workweek for the classification of work in which they are normally employed and at the rate of pay prevailing during the period that the time is taken.
- 6.3 Separation. Upon separation from County employment, an eligible employee shall receive pay for 50% of the unused accumulated PTO hours up to a maximum of 600 hours or 75 days (or actual pay-off at 300 hours, or 37.5 days), or as negotiated in employment contracts. Upon retirement, PTO pay will count toward the employee's final average compensation, for those having defined benefit pensions, unless otherwise provided by employment contracts. Compensation for unused PTO hours will be paid at the regular rate (not overtime) prevailing on the employee's last working day.
- 6.4 Holidays. If a holiday, as defined in the Holiday Policy, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.
- 6.5 Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.
- 6.6 PTO Scheduling/Management. Employees are responsible for managing their PTO accounts. It is important for employees to plan ahead for how it will be used. Employees should develop a plan for taking vacations, as well as doctor's appointments and personal business. Employees should hold a reasonable amount of PTO time in reserve which allows for the unexpected, such as emergencies and illness.
  - 6.6.1 PTO Used for Vacation. Vacation schedules for employees shall be developed and approved by Department Heads. It shall be the practice of each Department Head to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in staffing. The schedule may be changed by the employee only if approved by the Supervisor/Department Head.
  - 6.6.2 The use of PTO hours for "personal" reasons other than vacations is a request and therefore, it requires supervisory approval. Requests shall be made in advance and in accordance with Department policies/practices. There may be occasions such as an illness or emergency, when an employee cannot request use of PTO in advance and/or obtain prior supervisory approval. If an illness or emergency exists which prevents an advanced request from being made, employees must discuss the absence



with their supervisor. Subject to FMLA, documentation of the illness and/or emergency may be required by the Department Head.

- 6.6.3 PTO, once approved, must be taken in chronological and sequential order in accordance with the excused absence(s) during the payroll-reporting period.
- 6.7 Subject to FMLA, taking time off without the accrued PTO available is prohibited. Absence from work without the use of authorized PTO may result in discipline, up to and including discharge.
- 6.8 PTO Increments. PTO can be taken in increments of fifteen (15) minutes.
- 6.9 PTO Donation. The purpose of PTO donation is to allow County employees to support fellow employees who have a medical emergency pursuant to FMLA, or must take unexpected time off from work to support a family member who does, or for the reasons enumerated in the ~~Earned Sick Time Act Paid Medical Leave Act~~. County employees may donate earned PTO hours to a voluntary leave bank with the understanding that the recipient member accepts all tax liability. Donations must be in eight (8) hour increments and the donor's personal PTO bank cannot fall below eighty (80) hours as a result of the donation. Each employee may donate no more than an accumulated total of eighty (80) hours per calendar year. Donations are irrevocable. Donor cannot specify who receives time once it is donated to the leave bank. Donations can be made through Payroll by completing a PTO donation request form.
  - 6.9.1 A family member can be defined as a spouse, parent, or child.
  - 6.9.2 A medical emergency is defined as a medical condition that is likely to require the employee to be absent from work for a prolonged period and results in a substantial loss of income due to lack of available PTO or other paid leave. A substantial loss of income is an unpaid absence of 24 work hours or more. Said hours do not have to result from a continuous absence, but can result from time taken on an intermittent basis related to the same condition or illness.

In order to receive donated PTO, an employee who is being personally affected by a medical emergency or for the reasons enumerated in the ~~ESTA Paid Medical Leave Act~~, must submit a request in writing using the designated form. This will include stating the details of their medical emergency or the reasons listed in the ~~ESTA Paid medical leave Act~~, the amount of time they are requesting, and certifying they have exhausted all other paid leave available to them. The requesting employee will be required to provide medical or other documentation to verify eligibility. Written requests shall be submitted to the Payroll ~~and Benefits Administrator Supervisor~~ for consideration. Employee requests for donated PTO will be considered on a first come, first served basis.

The County may notify employees when a request for donated PTO has been received but the PTO Donation Bank has insufficient time available to cover the request. Such notifications will be made exclusively by the Administrator's Office Controller's Office.

Applicants are only eligible to receive leave after their request has been approved and it has been confirmed that all other available paid leave has been exhausted. Employees reserving PTO in accordance with the FMLA, disability or any other leave policy are not eligible for leave donation. Employees may receive a total donation of no more than the time needed to cover the leave time requested. For employees with intermittent need for leave, the bank will be reviewed periodically to ensure sufficient, but not excessive levels of PTO. Employees not otherwise eligible for PTO are not eligible for the donation program.

Once received, donated PTO will be placed in a separate bank for that recipient employee. Any donated PTO not used at the conclusion of the medical emergency or for those reasons listed in the ESTA Paid-Medical Leave Act or within one year of receipt will be returned to the PTO donation bank. Liquidation of donated PTO for cash is not permissible.

Doctor's slips or other documentation will be required as proof of how leave was used and must be submitted to Payroll when donated PTO is used.

Donors cannot claim an expense, a tax deduction or a charitable contribution for any leave donated under the plan. All paid leave granted to the recipient employee is considered wages and is subject to appropriate tax withholding. Recipient employees will receive paid leave at his/her normal rate.

Management shall have the exclusive right to approve or deny the use of PTO under this provision, and any decision made relative thereto shall not be subject to the grievance procedure unless management acted arbitrarily or capriciously.

6.10 ~~Compliance with Laws. It is the intent of the County that this policy complies with the Paid Medical Leave Act. (Public Act 338 of 2018 and Public Act 369 of 2018; MCL 408.961 et. Seq.). Any provisions of this policy that are in conflict with the Paid Medical Leave Act shall be superseded thereby.~~

7. ADMINISTRATIVE PROCEDURES: NONE

8. COUNTY ADMINISTRATOR CONTROLLER/CAO LEGAL COUNSEL REVIEW: The County Administrator, Controller/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:                      Approved as to Legal Content:  
Saginaw County ~~Administrator/Controller/CAO~~      Saginaw County Civil Counsel

ADOPTED:      April 23, 2002  
AMENDED:      November 15, 2005 (Section 6.2); April 25, 2006; November 20, 2018;  
                         March 19, 2019; January 19, 2021; January 18, 2022



County of Saginaw

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

Mary Catherine Hannah  
County Administrator

January 30, 2025

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

SAGINAW COUNTY BDC  
FEB 5 '25 AM 9:42

2-18-12

**RE: RECOMMENDATION TO CONSIDER A WAGE INCREASE FOR NON-UNION EMPLOYEES**

Dear Chairman Little,

At the January 21, 2025 Board of Commissioners meeting, the Board approved a collective bargaining agreement with TPOAM which represents the largest number of non-law enforcement courthouse staff and whose contract expired on September 30, 2024. That agreement authorized a base wage increase of three percent (3%) in each of year of the three-year agreement, starting in fiscal year 2025. The agreement also allows for a discretionary payment representing an average of wages to approximate 'back pay' to the end of the contract. Negotiations were particularly protracted this year due to a number of factors, including health insurance renewal rates and the elimination of PA 54. While we do not have final agreements with all the outstanding units, we believe that we should be resolving them in the near future.

We are requesting that the Board consider the above wage increases for individuals in the County's eleven non-union positions following the same parameters noted above for 2025. The non-union increase would be effective upon approval by the Board. Those positions are: Health Officer, Michigan Works! Chief Executive Officer (CEO), Administrator, Board Coordinator, Undersheriff, Personnel Director, District Court Attorney/Magistrate, Executive Assistant to the Administrator, Personnel Specialist, Personnel/Purchasing Administrative Assistant and Confidential Secretary in District Court.

I will be at the February 10, 2025 Labor Relations Committee should you or other Commissioners have any questions.

Sincerely,

Mary Catherine Hannah  
County Administrator

Cc: Jennifer Broadfoot, Personnel Director



(989) 790-5210



administratorsoffice@saginawcounty.com

**GILBERT & SMITH, P.C.**  
ATTORNEYS AT LAW

721 SOUTH MICHIGAN AVENUE  
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**LABOR  
RELATIONS**

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

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

January 27, 2025

2-18-13

SAGINAW COUNTY BOC  
JAN 27 '25 AM 10:21

Chairman Gerald Little  
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 February 10, 2025, the following MOU's:

- MOU with UAW Local 455 – Unit 48 regarding a bonus to Mark Angliss in the IT Department;
- MOU with Local 455 – Unit 50 regarding a bonus to Michelle Konecny in the IT Department.

I will be in attendance at the February 10<sup>th</sup> 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 ("EMPLOYER") and UAW LOCAL 455 – UNIT 48 ("UNION"), representing Managers.

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

WHEREAS, Mark Angliss is an employee in the IT Department;

WHEREAS, Mark Angliss undertook additional duties during the absence of the past IT Director and the rehiring of a new IT Director;

WHEREAS, EMPLOYER desires to provide a bonus in the amount of Two Thousand Five Hundred Dollars (\$2,500) to Mark Angliss, in recognition of the extra work duties he undertook during the absence of the past IT Director and the rehiring of a new IT Director; and

WHEREAS, UNION also desires to provide a bonus in the amount of Two Thousand Five Hundred Dollars (\$2,500) to Mark Angliss, in recognition of the extra work duties he undertook during the absence of the past IT Director and the rehiring of a new IT Director.

THEREFORE, it is hereby agreed as follows:

1. Mark Angliss will be provided a bonus in the amount of Two Thousand Five Hundred Dollars (\$2,500) for the additional duties he undertook during the absence of the past IT Director and the rehiring of a new IT Director.
2. This MOU shall be binding upon the EMPLOYER and UNION; shall not be considered a 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 B. Tany, Chairman  
Board of Commissioners

\_\_\_\_\_  
Jason VanBocxlaer – Business Agent

\_\_\_\_\_  
Mary Catherine Hannah,  
County Administrator

\_\_\_\_\_  
Brian Keenan Lechel – Chief Steward

\_\_\_\_\_  
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 ("EMPLOYER") and UAW LOCAL 455 – UNIT 50 ("UNION"), representing Professional Employees.

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

WHEREAS, Michelle Konecny is an employee in the IT Department;

WHEREAS, Michelle Konecny undertook additional duties during the absence of the past IT Director and the rehiring of a new IT Director;

WHEREAS, EMPLOYER desires to provide a bonus in the amount of Two Thousand Dollars (\$2,000) to Michelle Konecny, in recognition of the extra work duties she undertook during the absence of the past IT Director and the rehiring of a new IT Director; and

WHEREAS, UNION also desires to provide a bonus in the amount of Two Thousand Dollars (\$2,000) to Michelle Konecny, in recognition of the extra work duties she undertook during the absence of the past IT Director and the rehiring of a new IT Director.

THEREFORE, it is hereby agreed as follows:

1. Michelle Konecny will be provided a bonus in the amount of Two Thousand Dollars (\$2,000) for the additional duties she undertook during the absence of the past IT Director and the rehiring of a new IT Director.
2. This MOU shall be binding upon the EMPLOYER and UNION; shall not be considered a 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 B. Tany, Chairman  
Board of Commissioners

\_\_\_\_\_  
Jason VanBocxlaer – Business Agent

\_\_\_\_\_  
Mary Catherine Hannah,  
County Administrator

\_\_\_\_\_  
Marcia Coughlin – Chief Steward

\_\_\_\_\_  
David M. Gilbert – Labor Specialist

**GILBERT & SMITH, P.C.**  
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**LABOR  
RELATIONS**

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

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

February 6, 2025

2-18-14

Chairman Gerald Little  
Saginaw County Board of Commissioners  
111 S. Michigan Avenue  
Saginaw, Michigan 48602

SAGINAW COUNTY BDC  
FEB 6 '25 PM3:28

Re: MOU for Consideration by the Labor Relations Committee

Dear Chairman Little:

I am submitting for consideration by the Labor Relations Committee on February 10, 2025, the attached MOU between the County of Saginaw and TPOAM regarding a pay rate increase for a District Court bailiff.

I will be in attendance at the February 10<sup>th</sup> 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 DISTRICT COURT ("Employer"), and the TECHNICAL, PROFESSIONAL OFFICE WORKERS ASSOCIATION OF MICHIGAN ("Union").

WHEREAS, FUNDING UNIT, EMPLOYER and UNION are parties to a Collective Bargaining Agreement ("CBA"), which covers the time period January 21, 2025 through September 30, 2027;

WHEREAS, Charles Murry was employed as a bailiff for District Court from November 28, 2017 until April 21, 2024, when he left District Court to work in Circuit Court under a grant;

WHEREAS, when Charles Murry left on April 21, 2024, his pay rate was T12-Step 7;

WHEREAS, Charles Murry was then rehired as a bailiff in District Court, on November 18, 2024 at a pay rate of T12-Step1;

WHEREAS, given Mr. Murry's long-term employment with the District Court, FUNDING UNIT AND EMPLOYER desire to increase Charles Murry's pay rate from T12-Step 1 to T12-Step 7, retroactive to November 18, 2024;

WHEREAS, given Mr. Murry's long-term employment with the District Court, UNION also desires to increase Charles Murry's pay rate from T12-Step 1 to T12-Step 7, retroactive to November 18, 2024

THEREFORE, it is hereby agreed as follows:

1. Charles Murry's pay rate will be increased from a T12-Step 1 to a T12-Step 7, retroactive to November 18, 2024.
2. This MOU shall be binding upon the FUNDING UNIT, 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 B. Tany, Chairman  
Board of Commissioners

\_\_\_\_\_  
Jim Cross – Business Agent

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Mary Catherine Hannah  
Saginaw County Administrator

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Blanca Echevarria-Fulgencio – President

FOR THE EMPLOYER:

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Judge Terry L. Clark

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David M. Gilbert – Labor Specialist