

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAGINAW COUNTY  
AND  
SAGINAW COUNTY  
PROSECUTING ATTORNEY

--and--

POAM  
ASSISTANT PROSECUTORS

January 18, 2022 to September 30, 2024

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## AGREEMENT

THIS AGREEMENT is entered into this 18<sup>th</sup> day of January 2022 pursuant to 1965 P.A. 379, between the County of Saginaw and the Saginaw County Prosecutor, hereinafter referred to as the "County" or "Prosecutor" or "Employer" and the Police Officers Association of Michigan (POAM) representing the Bargaining Unit hereinafter referred to as the "Union" or "Employee(s)".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree, as follows:

## DEFINITIONS

- A. "Agreement" – Agreement refers to this collective bargaining contract.
- B. "Assistant Prosecuting Attorney(s)". The licensed lawyer(s) appointed by the Prosecuting Attorney, except Chief Assistant Prosecutor and APA IV, to carry out the duties, obligations and authority of the Office of Prosecuting Attorney as defined by applicable statutes and laws in the State of Michigan.
- C. "Bargaining Unit". The Assistant Prosecuting Attorney(s) employed by the Prosecuting Attorney during the effective period of this Agreement excluding all other Employees of the Saginaw County Prosecutor's Office.
- D. "Classification" – Refers to Assistant Prosecutor I, II and III, as applicable.
- E. "County". The Board of Commissioners acting in the lawful capacity as elected representatives of the residents of the County of Saginaw and administration of County government by any person assigned, appointed or designated by the Board of Commissioners for the purpose of carrying out any applicable provisions of this Agreement.
- F. "Date of Hire" – as used in all sections of this Agreement, except Article IX, shall mean the date upon which the Employee began current and continuous employment with the County of Saginaw.
- G. "Demotion". Refers to an Employee being reclassified downward to a lower pay scale.
- H. "Employee(s)". An Assistant Prosecuting Attorney appointed by the Prosecutor as set forth by the statutes and the laws in the State of Michigan and is a licensed Attorney in the State of Michigan.
- I. "Employer". For the purpose of this Agreement the word "Employer" or "Co-Employer" means the Prosecuting Attorney and Saginaw County Board of Commissioners.

J. "MERS". Refers to the Municipal Employees Retirement System Defined Benefit Retirement Program.

K. "Probationary Employee(s)". Shall be defined as any Employee having less than one (1) year employment with the County. Regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits.

L. "Promotion". Is defined as movement of an Employee from a lower classification to a higher classification on the salary scale (See Appendix A).

M. "Prosecuting Attorney" or "Prosecutor". The elected Prosecuting Attorney and co-Employer of the Assistant Prosecuting Attorneys whose duties obligations and authorities defined by the applicable statutes and laws in the State of Michigan or any person assigned, appointed or designated by him or her for the purpose of carrying out any applicable provisions of this Agreement.

N. "PTO". Refers to Paid Time Off hours as accumulated pursuant to this Agreement.

O. "Regular Full-Time Employee". For the purposes of determining eligibility for fringe benefits, is any Employee who works seventy-two (72) hours or more of the normal bi-weekly pay period on a regular basis.

P. "Regular Part-Time Employee". For the purposes of determining eligibility for fringe benefits, is any Employee who works forty (40) or more hours and less than seventy-two (72) hours of the normal bi-weekly pay period on a regular basis, unless applicable law requires otherwise.

Q. "Step Increases" - Refers to annual upward salary adjustment within the same classification level, (See Appendix A).

R. "Temporary". Is any Employee who works either full-time or part-time, but is hired or contracted for a limited period of time for special projects or during heavy workload periods; and to fill in for absent Employees for the period of absence(s). The period of employment for Temporary Employees hired for special projects and heavy work periods shall not exceed one year, except however, unless extended by mutual consent of the Employer and the Union. Law students and interns shall be exempt from this definition. Temporary Employees shall be hired by the Prosecuting Attorney.

S. "Union". Shall be defined as officers, representatives, and members of the duly elected labor organization representing the bargaining unit comprised of The Police Officers Association of Michigan within the scope and meaning of Act 379 of the Public Acts of 1965 as amended.

T. "Years of Service". Refers to the number of years the Employee has continuously worked for the County of Saginaw.

PREAMBLE

This Agreement, entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, wages, hours of employment, and other conditions of employment. The parties to this Agreement will cooperate fully to secure advancement and achievement of these purposes. It is further recognized that it is in the best interest of the Prosecutor, the Board of Commissioners, the Union and their respective representative(s) at all levels that all dealings pursuant to this Agreement continue to be characterized by fairness, good faith, and the spirit of mutual respect for the duties and responsibilities which each party has in ensuring the public good, and by recognizing the benefit to the residents of Saginaw County in recruiting and retaining an experienced, productive and stable staff of career-oriented Assistant Prosecuting Attorneys.

NON-DISCRIMINATION

The Employer and the Union pledge that the provision of this Agreement shall be applied equally to all Employee(s) in the Bargaining Unit without discrimination as to age, religion, physical handicap, sex, marital status, race, creed, national origin, political affiliation, sexual preference, sexual orientation, or any other protected class status as recognized by state or federal law. The Employer and Union shall comply fully with the non-discrimination provisions of all applicable State and Federal laws and regulations. The Union shall share equally with the Employer in the responsibility for applying this provision of the Agreement. All references to Employee(s) in the Agreement designated both genders and whenever the male or female gender is used shall be construed to include the male and female Employees.

ARTICLE I  
RECOGNITION AND SECURITY

Section 1.1 - Recognition of Bargaining Unit

Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, and any other applicable law, the County and the Prosecuting Attorney do hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining with respect to compensation and rates of pay, hours of work, and other specified terms and conditions of employment, during the term of this Agreement for those employees in a Bargaining Unit consisting of duly licensed attorneys of the Michigan Bar appointed to the position of Assistant Prosecuting Attorney pursuant to MCL 49.11, *et. sq.*, except for the Chief Assistant Prosecutor and the APA IV position. Pursuant to the requirement set forth in the Public Employment Relations Act, *et seq.*, specifically MCL 423.215(7), the parties recognize that an emergency manager appointed under the Local Financial Stability and Choice Act, being PA 436 of 2012, shall be allowed to exercise powers as specified in said Act.

### Section 1.2 - Management Non-Interference

The County and Prosecutor Attorney will not interfere with the rights of Employees to become members of the Union. The County and Prosecuting Attorney shall not engage in discrimination against, interference with, restrain, or coerce in any way an Employee in the Bargaining Unit because of Union membership or activity required by this Agreement. The Union shall share equally with the County and the Prosecuting Attorney the responsibility for applying the provisions of this Agreement.

### Section 1.3 - Employees Covered

A full-time Employee who is a duly-licensed attorney of the bar appointed to the position of Assistant Prosecuting Attorney shall be entitled to all benefits under this Agreement. A regular part-time Employee shall receive only those benefits specifically enumerated, as follows:

- (1) Be paid in the same grade as full-time Employees in the same classification.
- (2) Receive Paid Time Off (PTO) benefits at one-half (50%) of the full-time rate.
- (3) Receive holiday pay at one-half (50%).
- (4) Be a member of the Saginaw County Defined Contribution Plan as otherwise provided in this Agreement.

### Section 1.4 – Union Membership and Dues

Union Membership and Compliance with PA 349 of 2012. The parties acknowledge the rights, responsibilities and prohibitions that are contained in Public Act 349 of 2012 (PA 349). PA 349 shall supersede any term or condition in this Agreement that is in conflict with PA 349. Membership in the Union is not compulsory. All Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

Authorization Required. A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

Deductions. The Employer will recognize authorization for deductions from wages if in compliance with state and federal law. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from the pay of each employee who executes and files with the Employer a proper check-off authorization form which shall be used exclusively and shall be supplied by the Union.

Means of Remittance and Errors. Deductions for any calendar month, or other frequency to which the Employer and Union agree, shall be remitted to POAM and sent to 27056 Joy Road, Redford, Michigan 48239-1949; however, the Union and Employer are not precluded from agreeing on remittance of dues, initiation and service fees by means of electronic transfer or other automated means. In cases where a deduction is made which duplicates a payment already made to the Union



by an employee, or where a deduction is not in conformity with the provisions of the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

Union to Indemnify Employer. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and all other forms of liability by reason of conduct or action taken by the Employer for the purposes of complying with this Article of the Agreement, including but not limited to deductions made under this Agreement that are determined to be a violation of PA 349.

## ARTICLE II UNION AND MANAGEMENT RIGHTS

### Section 2.1 - Union Rights

The Union as a sole an exclusive bargaining representative of the Employees shall have rights granted to them by 1975 P.A. 379 as amended and by any other applicable law.

### Section 2.2 - Co-Employers

The County and the Prosecuting Attorney as Co-Employers will retain all rights, responsibilities and prerogatives normally exercised by employers in the past subject only to such restrictions as are expressly provided for in this Agreement. The County and the Prosecuting Attorney retain and reserve onto themselves or the delegated representatives all powers, rights, duties and responsibilities conferred upon and vested in them by the laws and Constitutions of the State of Michigan and the United States of America.

### Section 2.3 - Prosecutor Rights

The Prosecuting Attorney retains all rights provided by law which includes but are not limited to those listed here:

- (a) To manage and operate the Office of the Prosecuting Attorney.
- (b) To hire and discharge Employees covered by this Agreement at will. It is understood by and between the parties that employment under this Agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
- (c) To promote, discipline or suspend Employees covered by this Agreement.
- (d) To install, modify, change methods of operations, work schedules and work assignments.

- (e) To approve time off or vacations and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- (f) To determine the work hours, location of the work or the performance of the work.
- (g) To select Employees for Promotion without regard to seniority.
- (h) To make judgments regarding skill, ability, qualifications and competence of Employees.
- (i) To establish training requirements for the purposes of maintaining or improving the professional skills or for advancement or Promotion.

#### Section 2.4 - County Rights

The County retains all rights provided by law, which include but are not limited to those listed here:

- (a) The County has exclusive right to determine all matters pertaining to the level of services to be provided by the Prosecutor's Office and the necessary equipment to provide such service.
- (b) The County has exclusive rights to determine the number of Assistant Prosecuting Attorneys in each classification, and to increase or decrease the number of Employees retained.
- (c) The County reserves the right to approve the consolidation and reorganization of any part of the Prosecutor's Office as requested by the Prosecutor.

#### Section 2.5 - Establishing Wages Commensurate with Job Descriptions

In accordance with the Management rights outlined in this Collective Bargaining Agreement, the EMPLOYER shall have the exclusive right to determine job duties and job classifications subject to the Union's right to grieve the determination. The Union shall be furnished one copy of the job description for each classification of the Bargaining Unit, and shall be provided a copy of all new job descriptions and rate of pay assigned to each position. Any change in the salary structure or wages will be subject to the right of the parties to bargain under the terms of the Collective Bargaining Agreement. Any salary increase determined by a compensation study for any job classification, will be implemented by the EMPLOYER over a five (5) year period of time. Any salary increases in those job classifications not involved in the compensation study will be set through negotiations or through a market analysis.

ARTICLE III  
SENIORITY

Section 3.1 - Seniority Date

A regular full-time Employee's seniority shall start from his/her most recent starting date of full-time employment as an Assistant Prosecutor.

A regular part-time Employee's seniority shall date from his/her most recent starting date of regular part-time as an Assistant Prosecutor with the Employer.

Length of service for the purpose of computing eligibility for benefits shall be the most recent starting date of full-time employment with the County of Saginaw.

Seniority shall commence with the Employee's first full day of work as an Assistant Prosecutor on a permanent basis for the Employer. An Employee shall have no more than one classification at a time.

There shall be separate seniority lists for full-time and regular part-time Employees. Provided seniority is not broken full-time Employees may count 50% of their regular part-time service if any, towards their seniority date and regular part-time Employees may count full-time service towards their seniority date.

Assistant Prosecuting Attorney seniority shall be separate and distinct from all other County Employees.

Section 3.2 - Probation

New Employees hired in the Prosecutor's Office shall be considered as Probationary Employees for the first one (1) year of their employment. When an Employee finishes the probationary period, by accumulating one (1) year of employment she/he shall be entered on the seniority list of the unit and shall rank for seniority from the day one (1) year prior to the day she/he completes the probationary period. There shall be no seniority among Probationary Employees.

The Union shall represent Probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article I of this Agreement except discharged and disciplined Employees for other than Union activity.

The probationary period may be extended in the event the Probationary Employee is absent from work as a result of a medically verified disability for more than two weeks. The probationary period may be extended upon the mutual Agreement of the Employer and the Union.

### Section 3.3 - Termination of Seniority

An Employee's seniority and his/her employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Voluntary quitting. (Not reinstated within ten (10) days).
- (b) Discharge.
- (c) Layoff or absence because of illness or injury not covered by workers' compensation for a continuous period in excess of the Employee's seniority at the time the layoff or absence began, or for one year, whichever is shorter.
- (d) An absence due to a compensable (workers' compensation) disability incurred during the course of employment shall not break continuous service, provided the Employee returns to work within thirty (30) days after statutory payments cease (unless payments were stopped inappropriately) or after the end of the period used in calculating a lump sum payment or upon signing an Agreement to waive seniority as part of a redemption Agreement, whichever occurs first.
- (e) Absence from work for a period of three (3) consecutive scheduled work days without notification to the Prosecutor during such period of the reason for the absence.
- (f) Failure to report for work upon recall from layoff.
- (g) Retirement.
- (h) Failure to return to work at the expiration of an approved leave of absence.

### Section 3.4 - Job Posting

Permanent Bargaining Unit vacancies (vacancies other than Temporary vacancies) that are to be filled shall be posted on bulletin boards in the Prosecutor's Office for application by current Employees for a period of ten (10) calendar days.

Vacancies re-occurring within ninety (90) days in the same job title do not have to be re-posted, if more than one Employee applied for on the original posting.

### Section 3.5 - Layoff and Recall

The word "layoff" means a reduction in the working force authorized by the County Board of Commissioners. Where there is such a reduction in the work force, the Prosecuting Attorney shall determine who shall be laid off first. The Prosecutor's decision is final.

Layoff and recall of seniority Employees will be determined by the Prosecutor without regard to seniority, provided that when a position becomes available at any time within one (1)

year of the start of the layoff, the person on layoff shall have right of first refusal to that position and, if recalled, shall be reinstated consistent with the salary limitations described in Section 10.2.

#### Section 3.6 - Notice of Recall

Notice of recall shall be sent by certified mail to the Employee's last known address as shown on the Employer's records, and it shall be the obligation of the Employee to provide the employer with a current address. A recalled Employee shall give notice of intent to return to work within seven calendar days of receipt of the recall notice and shall return as soon thereafter as the Prosecutor and the Employee agree, not to exceed seven calendar days or such Employee's employment shall be terminated (because of resignation) without recourse to this Agreement. Failure to accept a recall notice sent by certified mail shall constitute a voluntary termination of seniority and employment unless the Employee shows good cause or otherwise was prevented from receiving or accepting notice by circumstances beyond the Employee's control.

#### Section 3.7 - Notice of Layoff

The Employer shall give one (1) month notice to bargaining unit Employees and the Union President on any proposed layoff and such notice shall state the reasons thereof.

#### Section 3.8 - Use of PTO Compensation

Any Employee laid off pursuant to this Article shall be paid, within one pay period of the effective date of the layoff, for accumulated PTO hours in the same manner under this Agreement as if that Employee had been terminated.

#### Section 3.9 – Furlough

Furlough is a reduction of hours of an employee, which management may specify by department and by classification.

Furlough shall be by department and by classification.

Management may find the need to furlough some of its employees due to the present and future financial situation of the employer. Furloughs will allow employees to retain their positions with the employer and their benefits while being on reduced hours.

Management may furlough salaried employees forty (40) hours per week and hourly employees up to forty (40) hours per week.

Those hourly and salaried employees that are furloughed for forty (40) hours a week shall surrender their County equipment (e.g., County provided cell phones and computers) effective the day of their furlough. Those employees who are furloughed shall not complete any work on behalf of the employer while furloughed.

All furloughed employees will retain their health, dental, vision and life insurance, subject to employee premium co-pays and seniority rights. PTO will not accrue during the furlough unless the employee is partially furloughed and actually working. If employee is scheduled for a PTO increase or salary step increase while off on furlough and if the employee is completely off work, the employee shall receive the increase when they return to work. However, if the furlough extends beyond six (6) months, then the PTO increase or salary step increase will not accrue. All employees who are furloughed cannot use PTO to offset a scheduled furlough day.

Prior to furloughing an employee, the Employer will discuss the furlough with the Union and provide proof of financial necessity.

ARTICLE IV  
HOLIDAYS

Section 4.1 - Holidays

The following days shall be designated and observed as paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	New Year's Eve Day

It is also further agreed that in the event of inclement weather or other events resulting in the general excusal of County Personnel from the performance of their duties, such excusal, with pay, shall also pertain to Bargaining Unit Personnel.

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, such holidays shall be granted to Bargaining Unit Personnel provided the holiday designated is not in exchange for another holiday.

Section 4.2 - Observance of Holidays

If one of the holidays listed above should fall on a Sunday, the following Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, excluding Christmas and New Year's Day, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve will be observed on Thursday the day before.

If an Employee performs work while on duty phone assignment during a paid holiday, then eight (8) hours shall be added to the Employee's PTO bank.

ARTICLE V  
PAID TIME OFF

Eligible employees, as that term is defined under Michigan's Paid Medical Leave Act, MCL 408.964, as amended, who are less than regular full-time employees, shall accrue Paid Time Off (PTO) in accordance with the Act and pursuant to County Policy #341.

Section 5.1 - Paid Time Off (PTO Banks)

Regular Full-Time Employees shall accrue PTO commencing on the date of hire and be credited on the first day of the month following thirty (30) days of service. Accrual will be in accordance with the following provisions:

- (a) Employees with zero (0) months and less than three (3) years of service shall accrue PTO in the amount of 136 hours per year. Employees are not eligible to take PTO during the first thirty (30) days of employment. PTO accrued during the first thirty (30) days of employment will not be credited until completion of that period.
- (b) Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 152 hours per year.
- (c) Employees with five (5) but less than (10) years of service shall accrue PTO in the amount of 168 hours per year.
- (d) Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 184 hours per year.
- (e) Employees with fifteen (15) years but less than twenty (20) years of service shall accrue PTO in the amount of 200 hours per year.
- (f) Employees with twenty (20) or more years of service shall accrue PTO in the amount of 216 hours per year.

Section 5.2 - Payoff at Separation

Upon termination of employment, an Employee shall be compensated at 50 percent (50%) cash value for the unused PTO time up to a maximum of 600 hours (maximum payment for 300 hours at Employee's current rate of compensation) through date of termination. PTO compensation will not be used in computing final average compensation for retirement purposes.

Section 5.3 - Usage

PTO may be taken in 15-minute increments.

Section 5.4 - Scheduling

Scheduled PTO time will be worked out as far in advance as possible with the Prosecutor or the Prosecutor's designee.

Section 5.5 - Payment

PTO will be paid at the current rate of the Employee at the time it is used or paid. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an Employee is entitled to by reason of any increment plans. PTO compensation will not be used in computing final average compensation for retirement programs.

Section 5.6 - Holidays

When a holiday observed by the Employer falls during an Employee's scheduled PTO, the holiday will be allowed and PTO leave will not be charged against Employee's bank.

Section 5.7 - Absence

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO. PTO time will accrue during absence due to workers' compensation or paid disability leave only for the first ninety (90) calendar days per occurrence.

Section 5.8 - Short Duration Absence

The County and the Prosecuting Attorney recognize that the demands of the Office of the Prosecuting Attorney often require that Employees, in the discharge of their duties, expend personal time outside normal work hours for the benefit of the County or Prosecuting Attorney. Consistent with the professionalism of the Employees and the respect for that professionalism by the County and the Prosecuting Attorney, the parties understand and agree that circumstances will arise that may require Employees to be away from the workplace for periods of short duration that may be unrelated to the needs of the County or the Prosecuting Attorney. The County and Prosecuting Attorney agree that any such periods will not be counted against PTO hours provided that any such period shall be no more than two hours in duration, does not occur on a regular basis and the Prosecuting Attorney or designee is timely notified of the absence in advance. The Employees will not abuse this privilege.



ARTICLE VI  
INSURANCE

Section 6.1 - Health Insurance

The Employer shall pay the group premium for the high deductible health care plan or provide comparable coverage for each employee, their current spouse and dependents, except as otherwise provided in Section 2 of this Article. Coverage shall be effective on the first day of the month following completion of thirty (30) days of qualifying service. In no event shall the waiting period extend beyond what is required by law.

EMPLOYEES may also be offered additional health insurance plan(s) at the sole option of the Employer, which may be chosen during open enrollment or at the time of hire. Such plans are offered solely at the Employer's discretion and may be altered and/or discontinued at any time.

After selecting a plan, the plan may only be changed during open enrollment, which shall be announced at least fifteen (15) days in advance. Those employees who do not indicate a plan change during open enrollment shall continue under the previously declared plan, if available.

Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as provided in Section 11) at the time they are first hired or at open enrollment.

Benefits and coverage for the high deductible plan is summarized in the attached benefit summary.

Section 6.2 - Health and Dental Insurance Cost Sharing and Compliance with Hard Caps

In respect to the insurance coverage designated in Section 7.1 and 7.5 of this Article, it is agreed that Employees shall pay zero percent (0%) of the premium cost of the high deductible health plan, unless the cost of the high deductible health plan exceeds the "hard cap" limitations as established in PA 152, as amended (See Section 7.15). However, the County will "opt-out" of PA 152 during this contract. The County will employ the "hard cap" methodology in calculating the employee's monthly premium share of each plan year cost. The County will apply additional contribution up to \$827,400 each year to reduce the employee share above the "hard cap" calculation. In addition to the annual contribution up to \$827,400, the County will contribute \$500 to each eligible employee's health savings account (HSA) on or about January 1 or each subsequent year. The County will also contribute \$442,800 in American Rescue plan Act of 2021 funding to cover the cost of any eligible COVID-19 related medical claims incurred in 2021 against the 2022 plan year rates.

Effective January 1, 2022, each employee age 65 years and older, who are Medicare eligible and as such ineligible for pre-tax contribution to a Health Savings Account, shall receive Five Hundred Dollars (\$500.00) annually in lieu of the \$500 Health Savings Account contribution. The Employer will reimburse the employee for any FICA taxes that may be due and owing on the \$500 payment.

Employees shall be responsible for ten percent (10%) of the premium cost of the dental plan.

For any other plan offered at the Employer's sole option, the costs will be apportioned as established by the Employer, but in no event shall the Employer's costs exceed the "hard cap" calculation methodology set forth in PA 152, as amended.

The Employer shall pay the remaining premium, subject to the limitations set forth in Section 7.15; provided, however, the Employee shall be responsible for the additional cost of sponsored dependent riders, unless applicable law requires the Employer to be responsible for such dependent riders. Applicable rates for the year are those in effect at the beginning of the plan year. The Employee's contribution shall be changed only once each year coinciding with the beginning of the plan period, unless the Employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time Employees hired on or after January 1, 1996, shall not receive insurance benefits, unless otherwise required by law.

#### Section 6.3 - Coverage Relative to Work Related Injuries or Death

The Employer shall continue to pay its share of the health care premium as set forth in Section 1, for a maximum of three (3) years. Employees or their surviving family members will be responsible for the employee's share of the premium as established for each plan year or set forth in PA 152, if applicable, during the period, an employee is disabled through injuries or for the surviving spouse and dependents of an employee who is killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty.

#### Section 6.4 - Health Care Savings Program (HCSP)

Employees covered by this bargaining unit, shall not be eligible for retirement health insurance provided currently, or any other retirement health insurance that may be provided by the County in the future. Employees shall hereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) or its equivalent per the Employer's agreement with MERS.

The County will contribute one percent (1%) of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute 0.25% of their salary.

Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Regular part-time employees are not entitled to nor shall they receive an HCSP account.

### Section 6.5 - Dental Insurance

The EMPLOYER agrees to pay the premium for a dental plan for employees and eligible dependents, or comparable coverage except as otherwise provided in this article.

**Eligible Persons:** Full-time regular employees, their legal spouses and their dependent children as defined by the carrier.

**Waiting period:** Employees are eligible on the first (1st) day of the month following thirty (30) days of completed full-time service.

**Percentage:** Class I - 100% (Preventive, diagnostic, emergency palliative)

Class I Benefits - 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)

Class II - 50% (Bridges, partials, and dentures)

Orthodontic Services – 50% (braces)

\$1,500 maximum per person per contract year for Class I and Class II benefits. \$1,500 maximum per person total per lifetime for orthodontic services.

### Section 6.6 - Optical Insurance

The insurance, for full-time employees, will be in accordance with the plan in effect on the date of ratification of this contract. Vision Benefits are set forth in the Vision Benefits Summary, attached hereto. The Employer reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service. Coverage is effective the first of the month following thirty (30) days of service.

### Section 6.7 - Life Insurance

The County shall pay the full premium for group term life insurance providing coverage to each full-time Employee in the amount of Fifty Thousand and 00/100 dollars (\$50,000) and Fifty Thousand and 00/100 dollars (\$50,000) Accidental Death and Dismemberment Insurance effective the first (1<sup>st</sup>) day of the month following thirty (30) days of completed full-time service. . The employee's Life Insurance benefit amount will automatically reduce upon the employees attainment of age 65 but less than age 70 to 92% and age 70 and over to 90%. Employees who retire will be insured for Four Thousand and 00/100 dollars (\$4,000.00) group term life.

Section 6.8 - Liability Insurance

The County shall provide at no cost to the Employee, a policy of liability insurance to indemnify and protect Employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this Section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the Employee or to the County under whose authority the Employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the good faith performance of the official duties of any Employee within the operation or intent of this Section. The coverage provided shall be in accordance with the specified terms and limits of the Saginaw County general liability insurance policy (currently at \$10,000,000 (Ten Million Dollars) and shall include the cost of defense, including attorney fees).

Section 6.9 - Dual Coverage. Employees and retirees of the EMPLOYER shall not be eligible for dual coverage as both a subscriber employee and a dependent for any insurance coverage under this Agreement.

Section 6.10 - Continuation of Insurance. Insurances shall continue in force at County expense as follows:

**Health, Dental, Vision, and Life Insurance:**

In the event of layoff, health, dental, vision, and life insurance shall be continued at EMPLOYER expense until the last day of the month subsequent to the date of the employee's layoff (e.g., May 15 layoff results in coverage until June 30). Employees would be responsible for any premium share in effect at time of layoff.

In the event of a leave of absence, health, dental, vision, and life insurance shall be continued at EMPLOYER expense until the last day of the month that the leave began (e.g., May 15 commencement of leave of absence results in coverage until May 31). The term "EMPLOYER expense" shall be in accordance with Section 2 of this Article.

**Separation:**

In all separations except as provided in Section 4 of this Article, all insurance coverage will terminate the last day of the month of the employee's separation (e.g., a last day of separation on May 15 results in coverage until May 31). Health, dental, and vision coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

All references to continuing coverage at the County or EMPLOYER expense are subject to the employee premium sharing as set forth in this Article.

Section 6.11 - Option to Health Insurance Coverage

An Employee who is eligible to receive or presently enrolled in a County Health Insurance plan may choose to receive two hundred and 00/100 dollars (\$200.00) per month in lieu of such insurance coverage, provided, the Employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, must not be covered as a dependent of another County employees.

Employees who leave the health insurance plan of the County may only re-enroll during open enrollment unless an Employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.). Then the Employee may re-enter County coverage subject to IRS regulations for a qualifying event and the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the Employee not notifying the Employer in a timely manner, or for any other reason not directly attributable to Employer, the Employer shall in no way be held liable for health coverage during such lapse.

Section 6.12 - Wellness Activity Reimbursement.

The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, as amended December 19, 2017, up to the amount of \$200 per calendar year.

Section 6.13 - Participation in Union/Management Health Insurance Committee.

The UNION agrees to provide one representative and one alternate to participate on a Union/Management Health Insurance Committee.

Section 6.14 – Ability to Change Insurance Providers

The County may select or change insurance carrier of the plans in this Article at its discretion after first informing the union of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained.

Section 6.15 - Compliance with Laws.

It is the intent of the EMPLOYER and UNION that this Agreement comply with the federal Patient Protection and Affordable Care Act (PPACA). Any provisions in this Agreement that are in conflict with PPACA shall be superseded thereby. During the term of this Agreement, the EMPLOYER shall opt out of, PA 152; and rates will be calculated as indicated in Section 2 of this article.

ARTICLE VII  
WORKERS' COMPENSATION

In the event an Employee sustains an occupational injury, he/she will be covered by applicable Worker's Compensation Laws. Any Employee sustaining an occupational injury, shall be paid for the days scheduled to work during the first seven (7) calendar days after the injury not chargeable to any other benefit. The Employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries.

The Employee shall be responsible for immediately (on the day of the injury or as soon thereafter as reasonably possible) reporting the occupational injury to the Prosecutor or his designee and shall request and complete the appropriate workers compensation form substantiating the injury. The Employee shall cooperate with the Employer should an Employer's physician examination be requested by the Employer. Reasonable post exam treatment orders must be followed.

The Employer shall maintain the right to remain in communication with an Employee who is absent due to a compensable injury to determine the nature of the disability, prognosis and expected date of return.

The County reserves the right to provide fringe benefits as allowed by appropriate workers compensation rules, regulations or law. Fringe benefits which will continue for one year are Health, Dental, Vision and Life insurance with appropriate co-pays required.

ARTICLE VIII  
LEAVES

Section 8.1 - Time Off for Illness

(A) Should an Employee be absent because of illness during the first six (6) months of employment, such absence shall be without pay.

(B) Any Employee of the County who finds it necessary to be absent from work due to illness shall notify the Prosecutor or designee prior to the beginning of the work day. Such notice shall be given as much in advance as possible.

(C) Except as otherwise granted in this Section and subject to FMLA leave as provided in Article IX, Section 9.7 and otherwise provided by law, the Employer has the right to require documentation of illness if sick leave abuse is suspected.

### Section 8.2 - Leaves of Absence

(A) Employees shall be eligible to apply for a leave of absence after one (1) year of service with the Employer. A Leave of Absence is for an Employee who, in addition to personal and vacation time, requires time off from his/her employment. Such leaves shall be unpaid and without benefits unless otherwise specified. However, employees shall first be required to utilize any Paid Time Off (PTO) available to them while on an approved leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) PTO hours in his/her bank throughout the leave of absence, if requested and approved by the Prosecutor prior to approval of the leave of absence.

(B) A request for leave of absence shall be submitted in writing by the Employee to the Prosecutor. The request shall state the reason the leave of absence is being requested and the approximate length of leave the Employee desires. The Prosecutor may approve or deny the leave of absence.

(C) Authorization or denial for a leave of absence request shall be furnished to the Employee by the Prosecutor, and it shall be in writing stating the reason for denial, if applicable.

(D) An Employee on an approved leave of absence will continue to accumulate seniority, however, the Employee's next Anniversary Date, as hereinafter defined, for the purpose of implementing salary step increases, shall be delayed by the length of the leave of absence.

(E) Further extension beyond the return date designated may be granted by the Prosecutor.

(F) Any gainful employment during a leave of absence must be approved in advance by the Prosecutor.

(G) It shall be the duty of the Employee to keep the Prosecutor informed of his/her current address and telephone number at all times, while on leave of absence.

### Section 8.3 - Military Leave

Except as herein provided, the re-employment rights of Employees and Probationary Employees after military service will be limited by applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as those afforded to non-union employees in County Policy #363, as amended on November 20, 2018.

### Section 8.4 - Jury Duty

Employees shall be granted a leave with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time spent in jury service. Seniority will continue to accrue to the Employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

### Section 8.5 - Disability Leave

Disability shall be in accordance with County Policy #361 as last amended on January 19, 2021.

### Section 8.6 - Work Related Accommodations

All employees who may become unable to perform their normal job description duties due to medical restrictions associated with work related injuries or illnesses shall be accommodated, if the County has work within the medical restrictions. If accommodations are available, and if the employee accepts the accommodations, the following provisions shall apply.

If the employee accepts the accommodations, the County will assign other work duties after review of medical evidence of restrictions. These other work duties may or may not:

- A) Be located in the department where the employee is normally assigned;
- B) Be within the bargaining unit where the employee is normally assigned;
- C) Consist of duties which the employee normally performs;
- D) Take place during shifts which the employee normally works;

However, all other work assignments will be made consistent with the medical restrictions associated with the employee's medical condition.

Placement and performance in other work duties will not entitle the employee to additional pay beyond the compensation as allowed in Article X. It is understood that the purpose of placement into other work duties is not to provide for additional compensation, but rather, encourage all employees to return to work as soon as possible.

All employees assigned to other work duties will report to the work site as directed, take directions as given by the job site supervisor, and perform duties as instructed.

### Section 8.7 - Funeral Leave

- (a) Employees Excluded: Funeral Leave is not authorized for other than regular full-time employees; provided, however, the Prosecutor may reschedule part-time personnel to provide for lost time.
- (b) Bereavement leave shall be in accordance with County Policy #362, as amended on November 20, 2018.



Section 8.8 – Family and Medical Leave

The provisions of this Agreement will be applied to assure that Employees who have actually worked for at least one year and who have actually worked at least 1250 hours during the one year period immediately preceding the request for leave will be afforded the entitlement set forth in the Family and Medical Leave Act of 1993 (FMLA) and as prescribed in County Policy No. 364, as amended on January 20, 2009, subject to law.

ARTICLE IX  
SALARIES AND COMPENSATION

Section 9.1 - Anniversary Date

An Employee shall have, as an anniversary date for salary increases, the date of hire or most recent promotion.

Anniversary date is the date used to determine length of service within a specific classification.

Section 9.2 - Rates of Pay and Number of Prosecutors Per Classification

The Saginaw County Board of Commissioners has the sole authority to determine the number of Assistant Prosecuting Attorneys and the number in each classification level.

The Prosecuting Attorney has the sole authority to determine where each Employee shall be classified, limited to the number of assistant prosecuting attorneys budgeted in each classification, subject only to the initial implementation of Section 10.3.

The Prosecuting Attorney reserves the right to, at any time, reassign any Employee's classification or step level within the limitations specified in this Article. However, no Employee's compensation level shall be reduced during the term of this Agreement.

Section 9.3 - Initial Placement and Movement in Salary Grid of Existing Employees:

Effective each subsequent anniversary date, the employee shall be moved to the next higher Step level and be paid at his or her salary rate for the applicable year as reflected in Schedule A, except as may be provided elsewhere in this Article.

Any employee who is promoted from his or her initial classification shall be paid at the next step level in the new classification that is at least 5% above the salary being received immediately before the promotion.

Any employee who is classified at Step 1 shall move to Step 2 six months after his or her anniversary date and to Step 3 one year after his or her anniversary date. Further step increases shall occur annually thereafter in accordance with the terms of this Article.

Any employee demoted or reassigned to a lower classification shall continue to receive the same salary as immediately before the demotion or reclassification but shall not receive any salary increases whatsoever until the new salary classification level exceeds the employee's salary. Further step increases shall occur annually thereafter in accordance with the terms of this Article.

Section 9.4 - Appointment to Position For New Employees

Original appointment to any position for a new Employee shall be made at the entrance rate of the classification.

Section 9.5 - Date of Hire

Date of hire, as used in this Article only, is the date that an Employee commences employment in a full or part-time County position as an Assistant Prosecutor.

Section 9.6 - Maximum Pay

Employees shall not be paid at rates in excess of the maximum for the salary grade in classification.

Section 9.7 - Implementation of Step Increases

All step increases provided for in this Agreement shall take effect on an Employee's anniversary date except as set forth below.

If the Prosecuting Attorney determines that an Employee's work performance is not satisfactory, he/she shall inform the Employee, the Union and the County's Personnel Office of this in writing, including the reasons therefor, no later than 30 days prior to the Employee's anniversary date that would result in a step increase. The step increase may then be postponed for up to ninety (90) days to provide the Employee an opportunity to improve his/her work performance. At or before the end of that time, the Employee shall receive the step increase if adequate improvement has been made.

Section 9.8 – Working Out of Classification

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

Section 9.9 - Compliance with PA 54 of 2011

All provisions of this Article and this Agreement are subject to the requirements of PA 54 of 2011.

ARTICLE X  
DISCHARGE

Section 10.1 - Discharge

Assistant Prosecuting Attorneys are at will Employees and can be discharged by the Prosecutor without cause. Any Employee discharged, except for willful misconduct, shall receive:

1. Severance compensation based upon years of service as follows:

8 or more years of service	12 weeks
6 - 7 years of service	10 weeks
4 - 5 years of service	8 weeks
2 - 3 years of service	6 weeks
1 - 2 years of service	4 weeks
2. Compensation for any accrued unused PTO hours up to 600 hours at the rate of fifty percent (50%) of the Employee's salary rate at time of discharge.
3. For Employees not fully vested in the Defined Contribution Retirement System, the non-vested Employer contributions and accumulated earnings thereon held by the Plan Administrator shall be payable, at the election of the Employee, either by payment, to the extent permitted by law, into a deferred compensation program designated by the Employee or in cash in the form of salary less social security and withholding taxes and other deductions, as applicable, or in a combination of the two forms of payment.
4. Continuation of Employee health, dental and life insurance benefits for a period of ninety (90) days following the date of discharge provided the Employee shall be solely responsible for making payment of the Employee's contribution to the applicable premium.

ARTICLE XI  
RETIREMENT

Section 11.1 – Retirement

For EMPLOYEES of this Unit (those hired into this unit on or after January 25, 2005):

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
6%	6%	12%

Employees under the DC Plan can retire at age 55 with 6 years of service.

Under the DC Plan the Employee will be provided with maximum portability of both the Employee and Employer contributions including earnings on the Employer and Employee contributions by allowing the Employee, upon termination of employment to withdraw the entire amount of the Employee contribution including earnings on the Employee contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

<u>SERVICE TIME</u>	<u>RETAINED BY EMPLOYEE</u>
Up to and including 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 71 months	75%
72 months plus	100%

Employees can select from the investment options provided by the DC Plan Administrator to utilize for their portion of the retirement contributions and after 100% vesting the Employees shall select the option for both the Employer's and the Employees funds. The County shall be responsible for coordinating the DC Plan with the DC Plan Administrator and shall hold the Union harmless for Employee liability related to the new program.

ARTICLE XII  
GENERAL PROVISIONS

Section 12.1 - Keys

The County agrees to supply each Employee with keys or cards necessary for access to the Courthouse, subject to compliance with the adopted security plans, the Prosecutor's Office and the Employee's individual office. The replacement of keys or cards and the cost for replacement will be in accordance with current County Policy Number 328.

Section 12.2 - Private Practice or Employment

Employees shall not engage in the practice of law for profit on a private basis without the express approval of the Prosecuting Attorney. This provision in no way prohibits or restricts Employees from providing legal counsel to family, friends or others, which may otherwise be viewed by professional or ethical standards as equating to the practice of law, provided such counsel is not for profit and does not take time away from the proper and appropriate functioning of the Employees' official duties and obligations.

Section 12.3 - Professional Dues

The Employer shall timely pay for each employee any professional dues required by operation of law, rule or otherwise to maintain the employee's license to practice law within this State, including any expenses related to mandatory continuing legal education. The Employer also shall timely pay dues for membership in the Saginaw County Bar Association and the Prosecuting Attorneys Association of Michigan. Membership dues of any other association or professional organization not required by operation of law or rule will be the responsibility of the employee.

Section 12.4 - Other County Benefits

Employees shall be entitled to take advantage of any optional or elective benefit programs offered to non-union county employees, as of the effective date of this Agreement, under the same eligibility requirements applicable to those non-union county employees, provided that the benefit program does not conflict with any provision of this Agreement. Such benefit programs include, but are not necessarily limited to, the Deferred Compensation Program, Supplemental Life Insurance Coverage, Tuition Expense Reimbursement, Payroll Direct Deposit, Child Care Reimbursement, Eye Examination Reimbursement, Travel Mileage Reimbursement, Employee Family Assistance Program and any programs instituted during the period of this Agreement. This provision in no way requires or implies the continuation of any benefit program when otherwise eliminated for those non-union county employees.

Section 12.5

If any other non-312 bargaining unit receives an across-the-board wage increase during the life of this Agreement (excluding any individual classification market value adjustment), the same across-the-board increase, in accordance with any corresponding proposal, shall be offered to all employees in this bargaining unit.

Section 12.6

Should any other non-312 bargaining unit be permitted a lesser retiree premium co-pay, that said lesser co-pay, in accordance with any corresponding proposal, shall be offered to this bargaining unit as well.

Section 12.7

Employer agrees not to implement the Compensation Study for the APA I and APA II and stay on the current salary schedule for those two positions and keep the language contained in Section 9.2 of the CBA that allows the Prosecutor the right to determine and reassign a classification or step level within the limitations specified in that Article.

Section 12.8

Employer will have a mandated system where the assignment of the duty phone is made by the Prosecutor's Office. Employer will pay the sum of three hundred dollars (\$300.00) per week for a Prosecutor to be on duty and answering all calls to the duty phone and appearing at the Prosecutor's Office to handle warrants and other matters incident thereto.

ARTICLE XIII  
GRIEVANCE PROCEDURE

Section 13.1 - Purpose

The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.

Section 13.2 - Definition of Grievance

A grievance is a complaint regarding a violation or misinterpretation of the articles or provisions of this Agreement, or a complaint of unfair or inappropriate application thereof. The fact of discharge and the Employee's classification are not subject to the grievance procedure.

Section 13.3 - Grievance Committee

Within fourteen (14) days of the effective date of this Agreement, the Union will elect the members of a Grievance Committee, not to exceed three (3) Assistant Prosecuting Attorneys, and advise the employer of the names of those persons so elected. Those persons elected shall be members of the Union. One of those elected members shall be designated as the Grievance Representative who shall serve as the primary contact person with the Employer.

Section 13.4 - Investigation of Grievances

The Grievance Committee, during regular working hours and without loss of pay or time, in accordance with the terms of this Agreement, may investigate and present grievances to the County and the Prosecuting Attorney, provided that the time taken does not interfere with scheduled office duties and responsibilities to the Prosecuting Attorney. In the sole discretion of the responsible Committee member, she/he may request that his/her role in the investigation, with privileges described herein, be conducted by another member of the committee who is readily

available to participate. This request will be on a grievance by grievance basis. The Prosecuting Attorney and Personnel Department are entitled to notice, orally or in writing, of the Committee member handling the specific grievance. The privilege of allowing working hours to be used to address appropriate matters without losing time or pay is subject to the understanding that the time will be used for processing the grievance and will not be abused. The Prosecuting Attorney may request that such time spent processing grievance matters be documented.

#### Section 13.5 - Special Meetings

At any time, the County or the Prosecuting Attorney or the Union, through a member of the Grievance Committee may request a meeting with the other parties to discuss matters of concern outside the normal grievance procedures. Such a request by mutual consent will be honored and arranged within a reasonable period of time. Should the meeting be scheduled within normal working hours, those employees attending will not lose time or pay. The meeting may be attended by no more than two (2) bargaining unit members unless the Prosecuting Attorney agrees to permit more.

#### Section 13.6 - Grievance Procedure

A grievance of an Employee shall be handled in accordance with the following procedure.

Step 1 - The Employee or his/her Union representative shall within ten (10) working days of the date of the cause of the grievance, or within ten (10) working days of the date s/he could reasonably be expected to have knowledge of the cause of the grievance, appeal in writing to the Prosecutor, with a copy to the Personnel Department, stating the nature of his/her grievance, the specific section(s) of the contract allegedly violated or misinterpreted, and the remedy requested. The Prosecutor shall reply in writing to the Union representative within five (5) working days.

Step 2 - If the Union, after appeal to the Prosecutor, feels that a proper adjustment has not been made, the Union shall within ten (10) working days of the receipt of the Prosecutor's reply appeal in writing to the Personnel Department requesting a meeting to discuss the grievance. Such meeting shall be held within ten (10) working days.

Step 3 - At this meeting the Union may be represented by not more than two (2) non-Employee representatives in addition to one (1) member of the Union Grievance Committee, and the grieving Employee. The County must give a written answer within ten (10) working days from the date of the meeting.

Step 4 - In the event such answer is not acceptable to the Union, they may, at their option, appeal the grievance to the State Mediation Service by notifying the County Personnel Department. If the matter is not settled at the mediation step (in the event such step is elected), the Union shall notify the County Personnel Department that the grievance is appealed to binding arbitration or is settled, as the case may be.

Step 5 - In the event the dispute has not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Personnel Department's answer in Step 4 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association, or Federal Mediation and Conciliation Service, in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, or add to or subtract from the terms of this Agreement, but shall have authority only to interpret and apply the provisions of this Agreement which shall constitute the basis on which the arbitrator's decision shall be rendered. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which violates the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The decision of the arbitrator shall be binding on the parties. The cost of the arbitrator shall be borne equally by the County and the Union.

#### Section 13.7 - By-Pass Steps

The parties may mutually agree to by-pass any step.

#### Section 13.8 - Failure to Proceed

After the grievance has been reduced to writing, the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the County or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement.

#### Section 13.9 - Time Off for Grievance Meetings

Members of the Grievance Committee and the grieving Employee shall be granted necessary and reasonable paid time off from work for scheduled grievance meetings, except however, no more than two (2) Employees shall be paid for such time spent.

### ARTICLE XIV

#### Section 14.1 - Waiver Clause

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employers and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this



Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 14.2 - Savings Clause

If any Article, Section or provision of this Agreement, or any addendum hereto should be held invalid by operation of law or by determination by any court of competent jurisdiction, or if compliance with or enforcement of any Article, Section or provision should be reinstated by operation of law or by a court of competent jurisdiction, the remainder of this Agreement shall not be effected thereby. Should any Article, Section or provision of this Agreement be deemed invalid for any reason or become invalid by operation of law subsequent to its effective date, or become unenforceable for any other reason, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion or provision.

ARTICLE XV  
TERM OF AGREEMENT

Section 15.1 - Effective Date and Termination Date

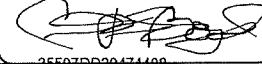
This Agreement shall become effective as of the date of execution hereof and shall remain in effect until September 30, 2024.

Section 15.2 - Notices

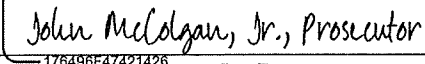
Notice in accordance with Section 16.1 above, shall be given by certified mail; be completed by and at the time of mailing; and if given by the County; to be addressed to: POAM and sent to 27056 Joy Road, Redford, Michigan 48239-1949; and, if given by the Union, to be addressed to the Saginaw County Personnel Division, 111 S. Michigan, Saginaw, Michigan 48602. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.


**FOR THE COUNTY**

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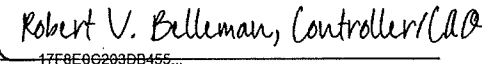
Christopher Boyd, Chair  
Board of Commissioners

DocuSigned by:  
  
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John A. McCollan, Jr., Prosecutor

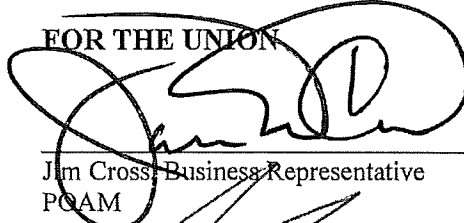
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Jennifer Broadfoot  
Personnel Director


DocuSigned by:  
  
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Robert V. Belleman  
County Controller/CAO

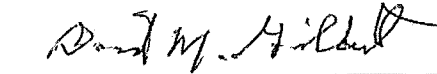
**FOR THE UNION**

  
Jim Cross, Business Representative  
POAM

  
Daniel Straka  
Assistant Prosecuting Attorney

  
Drew Sauter  
Assistant Prosecuting Attorney

Approved as to Form:

  
David M. Gilbert - Civil Counsel  
Gilbert & Smith, P.C.

APPENDIX A

Subject to the paragraph below entitled, "Consideration for Wages in Fiscal Years 2022, 2023 and 2024," the Assistant Prosecutor's Union Salary Schedule is set forth in the attachment.

Consideration of Wages in Fiscal Years 2022, 2023 and 2024.

Employees will be provided a 2% base wage increase for fiscal year 2022, and employees will be provided up to a 2% wage increase contingent on the Budget Stabilization Fund for fiscal years 2023 and 2024.

Pursuant to County Policy #221, a minimum balance of five percent (5%) of the most current Board Approved General Fund Budget (Budget) shall be maintained as a Budget Stabilization Reserve (Stabilization Fund) for fiscal years 2022 and 2023. If the Stabilization Fund ends the 2022 and 2023 Fiscal Years in compliance with Policy #221, then any amount in the Reserve Fund greater than 5% of the Budget shall be applied to provide a base wage increase equal to but not greater than two percent (2%) commencing October 1 of the requisite fiscal year. The actual base wage increase, if any, shall be based on General Fund employee payroll and considered in quarter percent (0.25%) increments.

For example, if \$50,000 represents the amount to provide no more and no less than a 0.25% base wage increase, and if the Stabilization Fund ends the Fiscal Year with \$50,000 greater than 5% of Budget, then employees shall receive a 0.25% base wage increase. Using the same example, if the amount is \$49,999, then no increase will be provided; if the amount is more than \$50,000 but less than what would be required to provide a 0.5% base wage increase, then the employees shall receive a 0.25% base wage increase. In summary, the amount above the Policy amount of 5% must be at or above the requisite quarter percent increment in order for that base wage increase to be provided.

Direct Deposit shall be required.

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

EPS705P  
02/08/2022

SAGINAW COUNTY GOVERNMENT  
SCHEDULE OF SALARY PROGRESSION  
ANNUAL AND BI-WEEKLY EFFECTIVE 01/18/2022

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UNION R PROSECUTORS - POAM

PROSECUTOR-POAM BT20 CLASSIFICATION

SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)		
B22	82,913.00 3,188.96	85,815.00 3,300.58	88,818.00 3,416.08	91,926.00 3,535.62	95,145.00 3,659.42	98,475.00 3,787.50	101,920.00 3,920.00	105,488.00 4,057.23	109,181.00 4,199.27

EPS705P  
01/20/2022

SAGINAW COUNTY GOVERNMENT  
SCHEDULE OF SALARY PROGRESSION  
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SALARY GRADE	UNION R PROSECUTORS - POAM			APA PROSECUTORS		CLASSIFICATION	
	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)
A02	64,380.00 2,476.15	68,770.00 2,645.00	73,160.00 2,813.85	77,550.00 2,982.69	81,939.00 3,151.50	86,328.00 3,320.31	
A04	81,939.00 3,151.50	85,158.00 3,275.31	88,377.00 3,399.12	91,595.00 3,522.88	94,814.00 3,646.69	98,033.00 3,770.50	



Saginaw County, G-1147

Benefit Description	\$1,400 Deductible HSA Plan	
	In-Network	Out-of-Network
<b>Benefit Year</b>	January 1 through December 31	
<b>Comprehensive Medical Benefit</b> Deductible per Benefit Year	\$1,400/person \$2,800/family	\$2,800/person \$5,600/family
General Benefit Percentage	100% after deductible (0% coinsurance)	80% after deductible (20% coinsurance)
Total Maximum Out-of-Pocket per Benefit Year (Includes Deductible, Coinsurance, Medical Co-payments, and Prescription Drug Co-payments)	\$2,250/person \$4,500/family	\$4,500/person \$9,000/family
<p><b>Special Notes about the Comprehensive Medical Benefit:</b></p> <p>1. The family deductible must be met in full, either by one covered family member or by any combination of covered family members, before the Plan will begin paying benefits for any individual in a family. Additionally, the family Total Maximum Out-of-Pocket must be met in full, either by one covered family member or by any combination of covered family members, before the Plan's benefits will increase to 100% for all covered persons in the family for the applicable benefit tier. Medical and prescription drug co-payments will no longer be charged for the remainder of the Benefit Year after the applicable In-Network Total Maximum Out-of-Pocket is satisfied.</p> <p>2. The Total Maximum Out-of-Pocket amounts do not include medical- and prescription drug-related expenses that constitute a penalty for noncompliance, exceed the usual and customary charge, exceed limits of the Plan, or are otherwise excluded.</p>		
<b>Outpatient Physician Services</b> (Includes Office Visits, Urgent Care Center Visits, Telemedicine E-Visits, and Second Surgical Opinions) Physician's Fee for an Examination All Other Charges Billed in Connection with the Examination	100% after deductible  Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	80% after deductible  Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered
<b>Routine Preventive Care</b> Physician's Fee for an Examination Routine X-Rays and Lab Tests Flu Shots and Other Routine Immunizations Colonoscopies and Other Routine Services  FDA-Approved Contraceptive Methods Procedures for Women with Reproductive Capacity  Sterilization Procedures for Women with Reproductive Capacity and Mammograms	100%; deductible waived     100%; deductible waived  100%; deductible waived	Not covered     100%; deductible waived  80% after deductible
<p><b>Special Notes about Routine Preventive Care:</b></p> <p>1. Coinsurance or an office visit co-payment may be imposed on preventive care services if either the visit is billed separately from the preventive care service or the services are provided during an office visit whose primary purpose is not preventive care (and the services are not billed separately).</p> <p>2. The Routine Preventive Care Benefit will provide coverage (including coverage for services or items billed by an Out-of-Network Provider to the limited extent required by Health Care Reform) for certain evidence-based items (with A or B ratings) in the recommendations of the United States Preventive Services Task Force; routine immunizations, including those immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (see preventive care summary on the Claim Administrator's Website for a list of these immunizations); evidence-based preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and additional women's preventive care and screenings in comprehensive guidelines supported by the HRSA.</p>		
<b>Routine Immunizations Administered in a Pharmacy or at the Department of Community Health</b> (Includes Injection Fee Charges)	100%; deductible waived	100%; deductible waived
<p><b>Special Note about the Routine Immunizations Benefit:</b> The covered person may have to initially pay for these charges in full and then submit the expense directly to the Claim Administrator for reimbursement.</p>		
<b>Emergency Room Treatment</b> Physician's Fee for an Examination in the Emergency Room All Other Charges Billed by the Hospital, Physician, or Any Other Provider in Connection with the Emergency Room Visit	100% after deductible 100% after deductible	Paid as in-network Paid as in-network
<p><b>Special Note about the Emergency Room Treatment Benefit:</b> The Plan does not require certification for emergency services.</p>		
<b>Ambulance Transportation</b> (Ground or Air)	100% after deductible	Paid as in-network

Benefit Description	\$1,400 Deductible HSA Plan	
	In-Network	Out-of-Network
<b><u>Certification Requirement</u></b>	Certification is required for all inpatient hospital admissions, observational stays at the hospital, select surgical procedures, and certain outpatient services listed at the end of this summary	
<b><u>Inpatient Hospital Services</u></b> Room and Board, Surgical Services, and Ancillary Services	100% after deductible	80% after deductible
<b><u>Inpatient Physician Services</u></b> Hospital Visits, Surgical Procedures, and Anesthesiology	100% after deductible	80% after deductible
<b><u>Obstetrical Care</u></b> Delivery and Postnatal Care Prenatal Care Visits	100% after deductible 100%; deductible waived	80% after deductible 80% after deductible
<p><b>Special Notes about Obstetrical Care:</b></p> <p>1. If prenatal care, delivery, and postnatal care services are consolidated for billing purposes (i.e., one charge is billed for all services), the claim will initially be paid like a surgical charge. The provider will need to resubmit the claim with separate charges for each service in order for the benefits above to apply. Eligible charges for prenatal care, delivery, and postnatal care services that are <u>not</u> consolidated for billing purposes will be paid as stated above.</p> <p>2. Obstetrical care may also include tests and services described elsewhere in this summary. Such charges will be paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered.</p>		
<b><u>Transplant Services</u></b> Bone Marrow, Kidney, Cornea, and Skin Transplant Services Other Organ Transplant Services	100% after deductible 100% after deductible	80% after deductible Paid as in-network
<p><b>Special Note about the Transplant Services Benefit:</b> For the purposes of this benefit, the term "Transplant Services" as used above includes charges for any transplant-related pre-operative office visits, the hospital's facility fee, the surgical procedure (including, but not limited to, the surgeon's fee, the assistant surgeon's fee, the anesthesiologist's fee, and charges for medical supplies), all transplant-related laboratory charges or X-rays, prescription drugs administered while the covered person was an inpatient during the transplant procedure, and any transplant-related post-operative office visits.</p>		
<b><u>Obesity Treatment</u></b>	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
<p><b>Special Note about Obesity Surgical Treatment:</b> The Plan will cover one surgery to treat obesity per covered person in a lifetime.</p>		
<b><u>Outpatient Services</u></b> Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Test Services	100% after deductible	80% after deductible
<b><u>Allergy Services</u></b> Injections, Serum, and Testing	100% after deductible	80% after deductible
<b><u>Outpatient Infusion/Injection Therapy</u></b>	100% after deductible	Paid as in-network
<b><u>Chiropractic Care</u></b> Spinal Manipulations, Therapy Treatments, a Physician's Fee for an Initial or Periodic Evaluation, and Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) *A visit includes one or more chiropractic services rendered by one provider in a day, but does not include a visit where the only service that the covered person received was chiropractic X-rays.	100% after deductible	80% after deductible
<b><u>Durable Medical Equipment, Prosthetics, and Orthotics</u></b>	100% after deductible	Paid as in-network
<b><u>Diabetic Supplies</u></b>	100% after deductible	Paid as in-network
<p><b>Special Note for Diabetic Supplies:</b> When billed with an eligible diagnosis code, charges eligible under the Diabetic supply benefit include, but are not limited to, insulin pumps and pump supplies, diabetic test strips, lancets and lancet devices, glucose monitors, and glucagon. For additional information about the supplies eligible to be covered under this benefit, the Covered Person can contact the Claim Administrator using the information listed on the health plan identification card.</p>		
<b><u>Outpatient Rehabilitative Services</u></b> Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits Allowed per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	100% after deductible	80% after deductible
<b><u>Autism Spectrum Disorder Services</u></b> Outpatient Rehabilitative Services, Nutritional Counseling, and Other Medically Necessary Services (Including Mental Health Services) for Autism Spectrum Disorder  Applied Behavior Analysis (ABA) Therapy	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered  100% after deductible	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered  80% after deductible

Benefit Description	\$1,400 Deductible HSA Plan	
	In-Network	Out-of-Network
<p><b>Behavioral Care</b> (Includes Mental Health Care and Addictions Treatment) Inpatient/Partial Hospitalization Services</p> <p>Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office)</p> <p>Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service, including Telemedicine E-Visits</p> <p>Outpatient/Intensive Outpatient Addictions Treatment Services, including Telemedicine E-Visits</p>	<p>100% after deductible</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p>	<p>80% after deductible</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid as in-network</p> <p>Paid as in-network</p>
<b>Diagnosis or Treatment of Underlying Cause of Infertility</b>	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
<p><b>Special Note about Infertility Coverage:</b> The Plan does not cover infertility treatment services or prescription drugs, except to the extent a service is being provided to diagnose or treat any underlying cause(s) of infertility.</p>		
<b>Temporomandibular Joint Dysfunction (TMJ) Treatment</b>	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
<b>Convalescent Care and Home Health Care</b>	100% after deductible	Paid as In-network
<b>Private-Duty Nursing Care</b>	100% after deductible	Paid as in-network
<b>Hospice</b>	100% after deductible	Paid as in-network
<b>Miscellaneous Plan Provisions</b>		
<p><b>Services Requiring Certification:</b></p> <ol style="list-style-type: none"> <li>Inpatient hospital confinements and observational stays</li> <li>Select surgical procedures (a list of surgical procedures requiring certification can be accessed by logging on to <a href="http://www.asrhealthbenefits.com">www.asrhealthbenefits.com</a> or by calling ASR Health Benefits at 800-968-2449)</li> <li>Durable medical equipment if the purchase price or forecasted total rental cost is \$2,500 or more</li> <li>Home health care</li> <li>Custom-made orthotic or prosthetic appliances if the purchase price is \$2,500 or more</li> <li>Oncology treatment</li> <li>Infusion or injection of select products (a list of the products can be accessed by logging on to <a href="http://www.asrhealthbenefits.com">www.asrhealthbenefits.com</a> or by calling ASR Health Benefits at 800-968-2449)</li> </ol> <p>As required by the No Surprises Act, if a covered person receives services in the following situations, the services will be paid at the in-network benefit level: (1) Emergency care; (2) Transportation by air ambulance; or (3) Nonemergency care at an in-network facility provided by an out-of-network physician or laboratory, unless the covered person provides informed consent.</p> <p>Additionally, if a covered person receives eligible treatment at an in-network facility, any charges for the following will be paid at the in-network benefit level, even if provided by an out-of-network physician or laboratory: (1) Anesthesiology, pathology, radiology, or neonatology; (2) Assistant surgeons, hospitalists, or intensivists; (3) Diagnostic services (including radiology and laboratory services); and (4) Items and services provided by an out-of-network physician or laboratory if there was no in-network physician or laboratory that could provide the item or service at the in-network facility.</p>		
<p>If a covered person receives treatment from an out-of-network provider and the Plan Administrator determines that treatment was not provided by an in-network provider for one of the reasons specified below, the claim may be adjusted to yield in-network-level benefits:</p> <ol style="list-style-type: none"> <li>There is not access to a Qualified in-network provider located within a Reasonable Distance from the covered person's residence.</li> <li>It was not reasonable for the covered person to seek care from an in-network provider because of a medical emergency.</li> <li>A covered person either traveled to a place where he or she could not reasonably be expected to know the location of the nearest in-network provider or traveled to a place where no in-network providers are available.</li> <li>A covered person receives eligible treatment at an in-network facility and he or she had no choice over the physician that provides treatment.</li> </ol> <p>The term "Qualified" as used above means having the skills and equipment needed to adequately treat the covered person's condition. The term "Reasonable Distance" as used above approximates a 50-mile radius.</p> <p><b>Coordination with Other Coverage for Injuries Arising out of Automobile Accidents</b> In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.</p>		

### Health Savings Account (HSA)

Individuals enrolled in the \$1,400 Deductible HSA Plan may be eligible to establish and maintain a health savings account (HSA). The terms of the HSA are governed by Section 223 of the Internal Revenue Code and the terms of the trust or custodial agreement establishing the HSA. Funds contributed to an HSA are not subject to federal income tax at the time of deposit and can be rolled over and accumulated from year to year if not spent. HSA funds can be used to purchase qualified medical expenses, for example, the cost of a doctor's office visit or a prescription drug. In 2022, you may contribute up to \$3,650 for single coverage or \$7,300 for family coverage to an HSA. Additional catch-up contributions (\$1,000) may be made if you are age 55 or older.

An individual who contributes to a HSA should not participate in a non-HDHP for the entire plan year in which the contributions are made in order to be eligible for the HSA.

Effective January 1, 2022

This brochure represents only a summary of your group health benefits Plan as it applies to all eligible employees and dependents. This brochure is not the Plan Document or the Summary Plan Description and shall not be relied upon to establish or determine eligibility, benefits, procedures, or the content or validity of any section or provision of the Health Benefits Plan. Please refer to the Health Benefits Plan Document for specific information regarding Plan provisions.

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Benefit Description	\$1,400 Deductible HSA Plan Prescription Drug Benefit
<p><b>Prescription Drugs</b> Drugs Purchased <u>Before</u> the In-Network Medical Deductible is Satisfied</p> <p>Drugs Purchased <u>After</u> the In-Network Medical Deductible is Satisfied</p> <ul style="list-style-type: none"> <li><b>Retail Prescription Drug Co-payments (30-Day Supply)</b> A covered person may fill a prescription for up to and including a 30-day supply for the co-payment amounts shown. If a prescribing physician requests more than a 30-day supply of a drug, up to a 90-day supply of a covered prescribed medication can be purchased at a participating pharmacy for the applicable Mail Service Program co-payment specified below.</li> <li><b>Mail-Order Prescription Drug Co-payments (90-Day Supply)</b></li> </ul> <p>Drugs Purchased <u>After</u> the In-Network Medical Total Maximum Out-of-Pocket is Satisfied</p>	<p>The covered person must pay the full cost of the prescription at the time of purchase. The amount paid to purchase an eligible prescription drug will apply toward the in-network medical deductible. If an eligible prescription drug is purchased at a pharmacy within the appropriate network, through the Mail Service Program, or through the specialty pharmacy the covered person may receive a discount toward the purchase price of the drug. The availability and amount of the discount will depend on the type of medication, whether the drug is brand-name or generic, and the dosage.</p> <p>\$10/Rx Formulary Tier 1 drug, \$40/Rx Formulary Tier 2 drug, \$80/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p>\$20/Rx Formulary Tier 1 drug, \$110/Rx Formulary Tier 2 drug, \$230/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p>Plan pays 100% of the purchase price; no co-payment applies</p>
<p><b>Special Notes about Prescription Drug Coverage:</b></p> <ol style="list-style-type: none"> <li>The Plan's Pharmacy Benefits Manager (PBM) maintains lists of preferred and non-preferred generic and brand-name prescription drugs, and a drug's co-payment is determined by the drug's categorization in these lists. The term "Rx Formulary Tier 1" means a category of prescription drugs that generally includes most generic drugs and may include some low-cost brand-name drugs. The term "Rx Formulary Tier 2" means a category of prescription drugs that includes preferred brand-name drugs and may include some high-cost generic drugs. The term "Rx Formulary Tier 3" means a category of prescription drugs that generally includes all non-preferred drugs. For additional information about the coverage status and Rx Formulary Tier category of a drug, as well as any quantity/age limits or prior authorization requirements that may apply, the covered person can contact the PBM using the information shown on the front of his/her identification card.</li> <li>The pharmacy will dispense generic drugs unless the prescribing physician requests "Dispense as Written" (DAW) or a generic equivalent is not available. If the covered person refuses an available generic equivalent and the prescribing physician has not requested DAW, the covered person must pay the applicable co-payment <u>plus</u> the difference in price between the brand-name drug and its generic equivalent.</li> <li>Certain over-the-counter drugs will be covered under the Plan and shall be subject to the Rx Formulary Tier 1 co-payments shown above after the In-Network Medical Deductible has been met. A physician's prescription for these products is required.</li> <li>In accordance with the requirements of Health Care Reform, the Plan provides coverage for certain preventive care medications, including, but not limited to, certain FDA-approved contraceptive agents and smoking cessation products with a prescription as well as breast cancer medications that lower the risk of cancer or slow its development, without any cost-sharing provisions such as medical deductibles or prescription drug co-payments. For more information about eligible preventive care medications, the covered person can contact the Pharmacy Benefits Manager (PBM) using the information shown on the front of his/her identification card.</li> <li>The Plan requires that specific criteria be met before certain high-cost medications are covered. The covered person must have tried a lower-cost PBM-approved equivalent medication within the past six months before the Plan will cover the more costly drug. Alternatively, an identified high-cost drug may be covered if the covered person's physician contacts the PBM and receives prior approval or authorization. If a covered person chooses to fill a prescription for one of these identified drugs without first trying a PBM-approved equivalent medication or getting prior approval from the PBM, coverage may be denied and the covered person may have to pay the full cost of the drug.</li> <li>Special coverage terms may apply to certain Specialty Prescription Drugs included in the Navitus Specialty Access Program. As used in this benefit, the term "Specialty Prescription Drug" means a prescription drug identified on the drug list maintained by the PBM that includes drugs typically used to treat complex medical conditions. Coverage available under this benefit for Specialty Prescription Drugs may be reduced or may only be available if the covered person participates in all program requirements or if patient advocacy programs fail to provide a solution. Advocacy solutions come from a variety of sources, including manufacturer assistance programs, copay cards, and grants. Specialty Prescription Drug purchases will be limited to a 30-day supply, and prescriptions for such drugs must generally be filled through Lumicera Health Services specialty pharmacy or the drug will not be eligible for coverage under the Plan. For additional information about Specialty Prescription Drugs, including information about which drugs are currently on the PBM's Specialty Prescription Drug list and coverage terms that apply, the covered person can contact the PBM at the telephone number on the front of the identification card.</li> <li>This benefit will cover charges (including serum and injection fee charges) for certain immunizations when administered at a pharmacy at 100% with no medical deductible or prescription drug co-payment applied. For more information about eligible immunizations, the covered person can contact the PBM using the information shown on the front of his/her identification card.</li> <li>The Plan requires that a covered person purchase self-injectable medications through the Prescription Drugs benefit. For more information about self-injectable medications, the covered person can contact the PBM using the information shown on the front of his/her identification card.</li> <li>Diabetic needles/syringes will be covered at 100% with no medical deductible or prescription drug co-payment applied.</li> </ol>	

## Delta Dental of Michigan Dental Benefit Highlights for Saginaw County #7673



Delta Dental PPO <sup>SM</sup> (Point-of-Service)	Delta Dental PPO Dentist	Delta Dental Premier <sup>SM</sup> Dentist	Non- participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> - to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> - to detect oral cancer	100%	100%	100%
<b>Radiographs</b> - X-rays	100%	100%	100%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	80%	80%	80%
<b>Endodontic Services</b> - root canals	80%	80%	80%
<b>Periodontic Services</b> - to treat gum disease	80%	80%	80%
<b>Oral Surgery Services</b> - extractions and dental surgery	80%	80%	80%
<b>Major Restorative Services</b> - crowns and inlays	80%	80%	80%
<b>Other Basic Services</b> - misc. services	80%	80%	80%
<b>Relines and Repairs</b> - to bridges, dentures, and implants	80%	80%	80%
<b>Major Services</b>			
<b>Prosthetic Services</b> - bridges, dentures, and implants	50%	50%	50%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - braces	50%	50%	50%
<b>Orthodontic Age Limit</b>	Up to age 19		

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

**Maximum Payment** - \$1,500 per person total per calendar year on Diagnostic & Preventive, Basic Services, and Major Services. \$1,500 per person total per lifetime on Orthodontics.

**Deductible** - None.

**Note** - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

### Welcome to Michigan's largest dental benefits family!

As a member of Delta Dental of Michigan, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists - there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

#### Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

#### Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more - all at your own convenience.

#### A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

#### Questions?

If you have questions, please call our Customer Service team at (800) 524-0149 or look online at [www.DeltaDentalmi.com](http://www.DeltaDentalmi.com).



# Your Vision Benefits Summary

Get access to the best in eye care and eyewear with COUNTY OF SAGINAW and VSP® Vision Care.

## Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye doctor who's right for you.** The decision is yours to make—choose a VSP network doctor, a participating retail chain, or any out-of-network provider. Visit [vsp.com](http://vsp.com) or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on [vsp.com](http://vsp.com).

**That's It! We'll handle the rest**—there are no claim forms to complete when you see a VSP provider.

## Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

## Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe, CALVIN KLEIN, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more.<sup>1</sup> Visit [vsp.com](http://vsp.com) to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.<sup>2</sup> Prefer to shop online? Check out all of the brands at [eyeconic.com](http://eyeconic.com)®, VSP's preferred online eyewear store.

## Plan Information

VSP Coverage Effective Date: 07/01/2018  
VSP Provider Network: VSP Choice

COUNTY OF SAGINAW and VSP provide you with an affordable eyecare plan.

Visit [vsp.com](http://vsp.com) or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

1. Brands/Promotion subject to change.  
2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

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Benefit	Description	Copay	
<b>Your Coverage with a VSP Provider</b>			
WellVision Exam	<ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every 24 months</li> </ul>	\$10	
<b>Prescription Glasses \$15</b>			
Frame	<ul style="list-style-type: none"> <li>• \$130 allowance for a wide selection of frames</li> <li>• \$150 allowance for featured frame brands</li> <li>• 20% savings on the amount over your allowance</li> <li>• \$70 Costco® frame allowance</li> <li>• Every 24 months</li> </ul>	Included In Prescription Glasses	
Lenses	<ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> <li>• Polycarbonate lenses for dependent children</li> <li>• Every 24 months</li> </ul>	Included in Prescription Glasses	
Lens Enhancements	<ul style="list-style-type: none"> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average savings of 20-25% on other lens enhancements</li> <li>• Every 24 months</li> </ul>	\$0 \$95 - \$105 \$150 - \$175	
Contacts (instead of glasses)	<ul style="list-style-type: none"> <li>• \$130 allowance for contacts; copay does not apply</li> <li>• Contact lens exam (fitting and evaluation)</li> <li>• Every 24 months</li> </ul>	Up to \$60	
Diabetic Eyecare Plus Program	<ul style="list-style-type: none"> <li>• Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</li> <li>• As needed</li> </ul>	\$20	
<b>Extra Savings</b>			
<b>Glasses and Sunglasses</b> <ul style="list-style-type: none"> <li>• Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details.</li> <li>• 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>			
<b>Retinal Screening</b> <ul style="list-style-type: none"> <li>• No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul>			
<b>Laser Vision Correction</b> <ul style="list-style-type: none"> <li>• Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> </ul>			
<b>Your Coverage with Out-of-Network Providers</b>			
Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with out-of-network providers will be less or you'll receive a lower level of benefits. Visit <a href="http://vsp.com">vsp.com</a> for plan details.			
Exam .....	up to \$45	Lined Trifocal Lenses .....	up to \$65
Frame .....	up to \$70	Progressive Lenses .....	up to \$50
Single Vision Lenses .....	up to \$30	Contacts .....	up to \$105
Lined Bifocal Lenses .....	up to \$50		
Coverage with a participating retail chain may be different. Once your benefit is effective, visit <a href="http://vsp.com">vsp.com</a> for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business.			

Category: 300  
Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

1. **PURPOSE:** The purpose of this policy is to establish procedures to reimburse eligible employees and retirees for participation in certain wellness activities and in accordance with the specific provisions enumerated herein.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** This policy shall apply to all eligible non-union employees only and retirees who participate in programs or activities that further personal wellness.
4. **RESPONSIBILITY:** The Controller/CAO shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:**
  - 5.1 **Personal Wellness Activity.** Participation or membership in groups such as Weight Watchers, fitness facilities such as the YMCA, or activities such as fitness classes are included. Sporting leagues of entertainment value, such as bowling, golf, or softball leagues, are not included.
  - 5.2 **Eligible Employees.** Employees or retirees who receive or are eligible to receive health insurance benefits from Saginaw County, as defined in Policy #343. This policy does not include employees' families and/or dependents.
6. **POLICY:**
  - 6.1 It is the policy of Saginaw County to encourage its employees to live as healthy a lifestyle as possible. To support employees to that end, the County has joined with certain local wellness organizations to offer discounted rates to employees for participation in those programs. To further encourage a wider number of employees and retirees to participate in wellness activities, the County will reimburse each eligible non-union only employee or retiree up to \$200.00 for the cost of participation or membership in such activities. Employees covered by a Collective Bargaining Agreement (CBA) will receive up to \$100 per calendar year for the cost of participation or membership in such activities unless the applicable CBA states otherwise. Proper documentation and verification must be provided as outlined in 7.1.
  - 6.2 **Eligibility and Restrictions.** Programs, facilities, or activities must contribute to the employee's or retiree's wellness or self-improvement, as solely determined by the Controller's Office. The following rules shall specifically apply:

6.2.1 Employee or retiree must be enrolled in a program or activity or belong to a fitness facility on or before December 1 of each year in order to be eligible for reimbursement.

6.2.2 An employee or retiree shall not be reimbursed for any amount over \$200.00 in one calendar year. If an employee's or retiree's actual costs are less than \$200.00, the employee or retiree will be reimbursed for the lesser amount.

6.2.3 Only the cost of participation in a program, activity, or facility may be reimbursed. Fitness equipment, manuals, food, supplements, or other costs are not eligible for reimbursement.

7. ADMINISTRATIVE PROCEDURES:

7.1 The employee or retiree must apply to the Controller's Office for reimbursement of fees prior to December 15 of each year using the appropriate County form and attaching proper documentation and verification. The Controller's Office shall approve or deny the employee's or retiree's application requesting reimbursement for participation in a specific program, facility, or activity and certify that the employee or retiree meets the eligibility criteria. The Controller's Office shall decide what constitutes an eligible program, facility, or activity.

7.1.1 Proper documentation includes a letter or receipt from the program or facility that indicates the cost of fees to belong to or attend wellness activities.

8. RETIREE ELIGIBILITY:

8.1 Retirees who are 65 years of age and older or are Medicare eligible are not eligible for Wellness Activity Reimbursement.

8.2 Any retiree who turns 65 or becomes Medicare eligible during the reimbursement year will be reimbursed for Wellness Activity, on a 1/12 prorated basis, from the start of the reimbursement year to the first day of the month they are ineligible to receive Wellness Activity Reimbursement.

9. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The 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:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: December 12, 2006

AMENDED: September 22, 2009; December 19, 2017

Category: 300  
Number: 362

Subject: **BEREAVEMENT LEAVE**

1. **PURPOSE:** It is the purpose of this policy to establish guidelines for employees who need to be absent from work due to the loss of a family member.
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 Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.
5. **DEFINITIONS:** NONE
6. **POLICY:**
  - 6.1 **Full-time Employees:** In the event of a death in an employee's family, specifically the following relationships: mother, father, current step-parent, sister, brother, son-in-law or daughter in-law, legal guardian, parent-in-law, current step parent-in-law, grandparent, current step-grandparent, grandchildren, brother or sister-in-law, the employee shall be granted twenty-four (24) hours additional Paid Time Off (PTO). In the event of a death in an employee's immediate family, specifically spouse, child or step-child, the employee shall be granted forty (40) hours additional (PTO). This additional paid time off shall be added to the employee's current PTO Bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO shall apply. However, the Employer will make every effort to grant PTO days, when requested, for purposes of bereavement.
  - 6.2 **Employees Excluded.** Bereavement leave is not authorized for other than regular full-time employees. However, Department Heads may reschedule regular part-time, temporary and seasonal personnel to provide for time off for bereavement purposes, if possible.
    - 6.2.1 A full-time employee that is of probationary status will have the leave time credited to his or her PTO bank. The leave time will be available to them to use upon the successful completion of the probationary period. Department Heads may reschedule such probationary personnel to provide for time off for bereavement purposes, if possible.

7. ADMINISTRATIVE PROCEDURES: NONE
  
8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The 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:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

APPROVED: April 23, 2002  
AMENDED: November 20, 2018

Category: 300  
Number: 363

Subject: **LEAVE OF ABSENCE**

1. **PURPOSE:** It is the purpose of this policy to establish a system of uniform and appropriate regulations for employee leaves of absence.
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 Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.
5. **DEFINITIONS:** NONE
6. **POLICY:**
  - 6.1 **Policy.** Leaves of absence may be approved for employees who request time off for personal reasons. Leaves of absence are without pay and benefits unless otherwise specified in the County personnel policies or collective bargaining agreement. Employees shall first be required to utilize any Paid Time Off (PTO) available to them prior to requesting or taking an approved leave of absence. However, employee may elect to maintain a maximum balance of no more than forty (40) hours in his/her bank through the leave of absence, if requested and granted through the Benefit Division of the Controller's Office prior to approval of the leave of absence. All employee benefits shall remain in place so long as PTO is being utilized by the employee. Leaves of Absence to pursue other employment opportunities are prohibited.
  - 6.2 **Approval.** Department Heads are encouraged to approve leave requests based upon the merit of the request and the work requirements of the department. Leaves of absence are granted at the sole discretion of the Employer. All leaves of absence of 31 days or more must be approved by the Controller. Requests for a leave of 30 calendar days or less must be approved by the Department Head.
  - 6.3 **Military Leave.** The County shall observe the provisions of the Federal regulations regarding re-employment rights and leaves of absence.
    - 6.3.1 In addition, the County adopts the following additional benefits in response to the War on Terrorism. These benefits may continue up to two years, or until the involuntary service ends, whichever comes first.



- 6.3.1.1 The County will grant a leave of absence to an employee who is reporting for full-time active federal military service.
- 6.3.1.2 The employee, while on active duty, continues to accrue "years of service" credit, as if the employee were on continuous service with the County. The returning veteran will be entitled to the same privileges that would have been granted had the employee not entered military service.
- 6.3.1.3 The veteran must apply for re-instatement within ninety days of release under honorable conditions or ninety days following hospitalization associated with active duty. (The hospitalization may be up to one year after release.)
- 6.3.1.4 The County will pay the difference between regular salary and military pay for employees who are called up to active duty from the National Guard or Reserves, or who are involuntarily inducted. It is the responsibility of the employee to provide the Personnel Department with their military pay vouchers.
- 6.3.1.5 For employees who are involuntarily inducted or for National Guard or Reserve call-up, insurance benefits for the employee and his/her dependants will be continued with the employee making the normal contribution, if military health insurance is not immediately available.
- 6.3.1.6 Annual leave will continue to accumulate for the first six months of active duty.
- 6.3.1.7 An employee, as a member of the County's retirement plan at the time of entry into active military service, will receive retirement credit for the time in military service as if it were County service with the employee making the normal contributions, if applicable.
- 6.3.1.8 The following actions must be taken by the employee prior to beginning active duty, or within two weeks upon beginning active duty, and after release from active duty:
  - 6.3.1.8.1 Notify the Department Head upon receipt of official military orders to report to full-time duty and provide a copy of the induction notice or military orders.

6.3.1.8.2 The Department Head arranges for an exit interview with the Personnel Director, if time allows.

6.3.1.8.3 Apply for re-instatement within ninety days of release from active duty to the Personnel Department.

6.3.1.8.4 Present a copy of the official discharge or separation papers to the Personnel Department.

6.3.1.9 This policy applies to employees who are members of the National Guards or Reserves who are called up to active duty or for employees who are involuntarily inducted for their first tour of duty. It does not apply to non-active duty service such as the normal two weeks per year training commitment normally required of Reserve personnel.

6.4 Special Leave. An employee may request a special leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.

6.5 Extension. An employee may request an extension of a leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.

6.6 Benefits. No PTO or vacation leave shall accrue to an employee during an unpaid leave of absence. Coordination of Health, Dental, Optical and Life Insurance benefits during an unpaid leave of absence shall follow applicable continuation of insurance language in Employee Insurance Policy, # 343, Section 6.7.5.

6.7 Continuous Length of Service. Time spent on leave of absence shall be included as continuous length of service, if the leave does not extend beyond 180 days. Leaves extending beyond 180 days shall not be included in continuous length of service, except Military Leaves in compliance with federal law.

6.8 Return From Leave of Absence. When granted a leave of absence the employee commits himself to returning to work immediately at the end of the leave. If an employee fails to return to work immediately at the expiration of a leave of absence, or extension thereof, the failure to return shall be considered a resignation from County employment.

7. ADMINISTRATIVE PROCEDURES: None.

8. **CONTROLLER/CAO LEGAL COUNSEL REVIEW:** The 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:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: April 23, 2002

AMENDED: October 25, 2005; November 20, 2018

Category: 300  
Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

1. **PURPOSE:** It is the purpose of this policy to establish uniform guidelines and rules for those employees who elect to apply or otherwise qualify, for leave in accordance with the Family and Medical Leave Act (29 USC 2601).
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 Controller/CAO of Saginaw County and/or his/her designee shall be responsible for the implementation of this policy. It shall be the responsibility of the Controller's Office and Department Heads to administer this policy.
5. **PRELIMINARY STATEMENT:** Saginaw County shall administer this policy in accordance with the Family and Medical Leave Act and its accompanying regulations, set forth in 29 CFR 825.100, et seq. Thus, although this policy sets forth a summary of the requirements, process and procedure regarding employees' use of leave under applicable circumstances, Saginaw County shall administer this policy in accordance with the Act and its regulations.
6. **DEFINITIONS:**
  - 6.1 **Serious Health Condition.** Is defined as stated in 29 CFR 825.113, but is generally regarded as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
7. **POLICY:**
  - 7.1 **Eligibility.** Saginaw County's family and medical leave policy is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the preceding 12 month period, so long as the County has 50 employees within 75 miles. If eligible, an employee may be able to take unpaid leave as indicated below during the calendar year (based on a 12 month rolling calendar).

7.1.1 Basic Leave Entitlement. FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

7.1.1.1 To care for the employee's child after birth (within the first 12 months after birth);

7.1.1.2 The placement of a child with the employee for adoption or foster care (within the first 12 months of placement);

7.1.1.3 To care for the employee's spouse, son or daughter, or parent who has a serious health condition;

7.1.1.4 For a serious health condition that makes the employee unable to perform the employee's job; or

7.1.1.5 For incapacity due to pregnancy, prenatal medical care, or child birth.

7.1.2 Military Family Leave Entitlements. FMLA requires covered employers to provide leave in the following circumstances relating to military service:

7.1.2.1 Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying exigencies. Qualified exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

7.1.2.2 Eligible employees (spouse, son, daughter, parent, or next of kin of a covered service member) may take up to 26 weeks of leave to care for a covered service member during a single 12 month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious illness or injury incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

7.2 Application and Approval. Qualified employees seeking to take leave in accordance with the Family and Medical Leave Act shall contact the Personnel Division of the Controller's Office. Staff will discuss the need for leave with the employee and will provide the employee with a Notice of Eligibility and Notice of Rights and Responsibilities within the timeframe indicated within the Act. The Notice of Rights and Responsibilities will detail

additional information an employee must provide in order for a determination to be made if the absence qualifies as FMLA Leave. If sufficient information is not provided in a timely manner, an employee's leave may be denied.

After review of any additional documentation required in the Rights and Responsibilities Notice, a representative from the Personnel Division shall indicate if the leave request has been approved or denied by providing the employee with a Designation Notice in the timeframe indicated within the Act.

### 7.3 Employer/Employee Responsibilities.

7.3.1 Employee Responsibilities. When requesting leave, the employee must provide the Saginaw County Personnel Department with at least 30 days advance notice when the need for leave is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for the FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the employer if the requested leave is for a reason for which FMLA Leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

7.3.1.1 Certification. Certification will be required if the leave request is for the employee's own serious health condition, to care for a family member's serious health condition, or for a qualifying exigency or serious illness or injury of a covered service member for military family medical leave. Failure to provide the requested certification in a timely manner (within 15 calendar days) may result in denial of the leave until certification is provided.

Consistent with other County policies and procedures and/or terms set forth in applicable collective bargaining agreements, the County may request and, to the extent allowed by law, require a fitness-for-duty certification prior to reinstatement to ensure the employee is able to perform the essential functions of the employee's job. Qualifying FMLA Leave will not be counted as an absence under the applicable department's attendance policy.

As allowed by the Act, the County, at its expense, may require an examination by a second health care provider designated by the County of Saginaw if the County has a reasonable question regarding the medical certification provided by the employee. Or, in accordance with the manner prescribed in the Act, the County may request authentication or clarification from the employee's health care provider as to an issue(s) relating to the provided medical certification.

The County may also seek re-certification of a serious medical condition in accordance with the Family and Medical Leave Act.

7.3.2 Employer Responsibilities. Covered Employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

7.4 Benefits and Restoration. The County of Saginaw will maintain health care benefits under any "group health plan" and life insurance for the employee while on FMLA Leave on the same terms as if the employee had continued to work, including that the employee is responsible for paying the normal monthly contribution. All other benefits cease to accrue during an unpaid portion of the leave. Use of FMLA Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

As allowed by the Act, employees must use any personal time off (PTO) to the extent available, subject to allowance for a 40 hour PTO bank limitation (see Section 7.4.1), during this leave period. Absences in excess of these accumulated days will be treated as leave without pay. Upon return from leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

7.4.1 40 Hour PTO Bank Limitation. Prior to beginning a FMLA Leave, upon written request to the Personnel Division or authorized officials, an employee may retain up to forty (40) PTO hours-banked time by opting for unpaid time once their PTO bank reaches that level of time.

7.5 Intermittent Leave. An employee does not need to use FMLA Leave in one block. When medically necessary, employees can take intermittent FMLA or reduced leave schedule leave. The County will work with employees to arrange reduced work schedules or leaves of absence in order to care for a family member's serious health condition or their own serious health condition. However, employees who are on approved intermittent leave must still, when practicable, give notice of any and all prearranged leaves, including, but not limited to, scheduled doctors appointments, treatment times, etc., which will result in the employee's absence from his/her department for any period of time. Employees must also make reasonable efforts to schedule leave for planned medical treatments so not to unduly disrupt the employer's operations.

Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave because of the birth or adoption of a child must be completed within the 12 month period beginning on the date of birth or placement of the child. Leave taken after the birth of a healthy child or placement of a healthy child for adoption or foster care may not be taken intermittently without special permission from the Department Head or applicable Elected Official.

7.6 Applicability of Other Laws. When state and local laws offer more protection or benefits, the protection or benefits provided by those laws will apply.

7.7 Accordance with the Law. This policy shall be interpreted, and construed in accordance, with the Family and Medical Leave Act.

7.8 Any employee who is off on a FMLA Leave and is determined to be acting in a manner, means, or activity not related to the leave can be disciplined up to and including discharge.

7.9 Unlawful Acts by Employers and Enforcement Mechanisms. The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. If an employee feels they are being discriminated against, they may file a complaint in accordance with County Policy #322, Discrimination and Sexual Harassment.

Concerns or complaints about FMLA Leave can be directed to Personnel, or an employee may file a complaint with the U.S. Department of Labor, or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

8. ADMINISTRATIVE PROCEDURES: None

9. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The 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:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: October 25, 2005  
AMENDED: August 12, 2008; January 20, 2009