

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAGINAW COUNTY
A MUNICIPAL CORPORATION

AND

SAGINAW COUNTY ANIMAL CONTROL
OFFICERS ASSOCIATION
REPRESENTING SAGINAW COUNTY ANIMAL
CONTROL EMPLOYEES

January 18, 2022 to September 30, 2024

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Attachments:

- Saginaw County Policy #363 - Leave of Absence Policy
- Saginaw County Policy #364 - Family and Medical Leave Policy
- Saginaw County Policy #362 - Bereavement Leave
- Saginaw County Policy #353 - Wellness Activity Reimbursement
- Saginaw County Policy #361 - Disability Leave

AGREEMENT

This Agreement is entered into on January 18, 2022, between the County of Saginaw, a Municipal Corporation located at Saginaw, Michigan hereinafter termed the "Employer," and the Saginaw County Animal Control Officers Association, hereinafter called the "Union."

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful and economic relations between the parties;

DEFINITIONS

1. "Employee" shall be defined as the Officers, Veterinary Technician/Assistant, Kennel Technicians, Office Assistant II of Saginaw County Animal Control.
2. "County" shall be defined as the elected and/or appointed representatives of the County of Saginaw, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Public Acts 336 of 1947 as amended and 379 of 1965 as amended.
3. "Regular Full-time Employee" is any employee who works seventy-two (72) hours or more in a biweekly pay period on a regular basis, however, Article 16, Section 1(b) shall apply.
4. "Regular Part-time Employee" is any employee who works more than sixty (60), but less than seventy-two (72) hours in a biweekly pay period on a regular basis.
5. "Working Days" shall be defined as Monday through Friday for the Officers, Veterinary Technician/Assistant and Office Assistant II and shall be Sunday - Saturday for the Kennel Technician position unless otherwise specified.

ARTICLE 1 RECOGNITION AND DUES

Section 1. RECOGNITION:

(a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Appendix A.

(b) The Employer agrees to not direct or require its employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, except as provided in (c) below.

(c) The Employer shall have the right to use nonunion employees to perform janitorial work, care of grounds, animals and building, and taking animal census. Nonunion employees shall not replace animal control officers or be used to deprive regular animal control officers of work or perform any other animal control officer's work. The use of nonunion employees shall not result in the layoff of regular employees. Laid off employees will be given the option of performing any available work in the Animal Shelter before such work is performed by non-bargaining unit personnel.

(d) A regular full-time employee shall be entitled to all benefits under this Agreement. A regular part-time employee shall receive only those benefits specifically enumerated, as follows:

- (1) Receive holiday pay at the fifty percent (50%) of the full-time rate.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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 2
EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

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.

Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenges (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an emergency financial manager which acts to reject, modify, or terminate this Agreement.

ARTICLE 3
SENIORITY

Section 1. NEW EMPLOYEES: A new employee shall work under the provisions of this Agreement, but shall be employed only on a six (6) months probationary basis, during which period he/she may be discharged for any reason, with or without cause and without further recourse to the grievance process; provided, however, that the employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After completion of the probationary period, the employee shall be placed on the regular seniority list.

Section 2. SENIORITY LIST: The Employer shall post or provide a list of the employees arranged in order of their seniority.

Section 3. LAY-OFF/RECALL:

(a) Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. However, a laid off employee shall be eligible for recall prior to posting a vacancy, only when he/she meets the minimum qualifications for the position.

(b) In the event of a layoff, an employee so laid off shall be given ten (10) calendar days' notice of recall mailed to his last known address. The employee must respond to such notice within three (3)

calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 4. CONTROVERSIES: Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

Section 5. LOSS OF SENIORITY: An employee shall lose his/her seniority for the following reasons:

- (a) He/she quits, retires or receives a pension under Saginaw County.
- (b) He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) He/she is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer.
- (d) He/she does not report to work when recalled as described in Section 3(b) of this Article.
- (e) Return from paid time off and leaves of absence shall be treated the same as (c) above.
- (f) He/she is laid off for a continuous period of two (2) years.
- (g) Absence due to a compensable disability incurred during the course of employment shall not break continuous service, unless the claim has been concluded and the employee has not returned to work with three (3) days pursuant to (c) above, after final payment of statutory compensation for such disability, 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.

Section 6. NON-UNIT WORK: Employees who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit.

Section 7. MILITARY SERVICE: Except as herein provided, the re-employment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as afforded non-union employees pursuant to Saginaw County Board of Commissioners' Leave of Absence Policy #363, as amended on November 20, 2018.

ARTICLE 4
DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. DISCHARGE: The Employer shall have the right to discipline, discharge, or suspend any employee for just cause. In respect to discharge or suspension, the Employer shall give at least one (1) warning notice of complaint against such employee to the employee, in writing, and a copy of the same to the Union Steward. No warning notice need be given to an employee before he or she is suspended or discharged if such warning is not warranted under just cause, including but not limited to the following:

- (1) dishonesty or for any illegal act while on the job;
- (2) drunkenness or use of intoxicating beverage or illegal substance on the job;
- (3) gross negligence resulting in a serious personal injury accident or serious property damage while on the job;
- (4) gross insubordination of a direct work order;
- (5) breach of confidentiality; or
- (6) fighting or threatening violence.

Subparagraphs (1) through (6) above, shall not be considered all-inclusive.

Section 2. When it becomes necessary for the employer to discipline an employee, such discipline shall occur in a progressive manner, as follows:

- A) Verbal Warning: A verbal warning shall be given to correct and/or warn an employee of errors, poor work performance, or minor violations. Such warnings will be documented in writing, and the employee may request union representation when such a warning is given. Verbal warnings shall be kept active for twenty-four (24) months.
- B) Written Warning: A written warning shall be given to correct and/or warn an employee of errors, poor work performance, or minor violations, and when a repetition of a violation has occurred. Written warnings shall be kept active for twenty-four (24) months.
- C) Suspension: A suspension from duties, without pay, shall be given when verbal and written warnings fail to correct poor performance and/or violations. A suspension may also be given when a violation is of a serious nature, but not sufficiently grave for dismissal. Notices as herein provided shall remain in effect for a period of twenty-four (24) months.
- D) Discharge: Discharge shall result when warnings and/or suspensions have failed to correct poor performance and/or violations, or for reasons outlined in Section 1, above.

Section 3. The employee or the Union Steward will be required to acknowledge receipt of written warnings and reprimands but not notice of discharge or forfeit his or her right to the grievance

procedure. The employee's signature does not mean that he or she agrees to the charges or penalties.

Section 4. The parties to this Agreement hereby agree that they shall not discriminate against any employee covered by this Agreement because of age, race, sex, color, religion, national origin, handicap, Union affiliation or any other protected class status recognized by state or federal law.

Section 5. EQUAL OPPORTUNITY EMPLOYMENT: The County and the Union agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age, handicap or sex or any other protected class status as recognized by state or federal law.

ARTICLE 5
ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. DEFINITION, PURPOSE AND COVERAGE: A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this agreement and filed by either an authorized representative of or an employee in the Bargaining Unit. Grievances shall be limited to matters of interpretation or application of this agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes.

Any employee having a grievance shall present it to the Employer in the following manner:

- Step 1 The employee shall within ten (10) working days of the date of the cause of the grievance or within ten (10) working days of the date the employee could reasonably be expected to have knowledge of the cause of the grievance, verbally appeal to his/her immediate supervisor requesting an adjustment of the grievance.

- Step 1A Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union and submit it to his/her immediate supervisor within ten (10) working days of the verbal appeal. A copy will also be given to the Saginaw County Personnel Department within ten (10) working days. Said grievance shall include the nature of the grievance, shall include the contract provision(s) allegedly violated and shall include the remedy sought. The supervisor will provide the employee a written response within ten (10) working days of receipt of the written grievance.

- Step 2 If after receiving the supervisor's written response in Step 1A the employee feels that a proper adjustment has not been made, the grievance shall be submitted to the Personnel Division within ten working days of the receipt of the Step I response.

The Personnel Division shall arrange a meeting between the parties as soon as mutually agreeable, to discuss the grievance. Representatives of the parties may include the Union Business Agent, Steward or Alternate Steward, the grievant, the Labor Specialist, Personnel Director, Animal Shelter Director or a designated representative of any of the above. The Personnel Division shall respond with the Employer's decision to the Union Business Agent within ten (10) working days of the meeting.

Step 3 In the event the complaint is not settled in Step 2, notification of the decision to arbitrate shall be presented to the other party and filed with the Federal Mediation Conciliation Service within thirty (30) working days of the Personnel Division's response. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. This in no way limits the employer from submitting grievances for arbitration.

Section 2. ARBITRATION: The arbitration procedure shall be conducted in accordance with the Federal Mediation Conciliation Service rules and regulations. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to alter, add to or subtract from this Agreement. The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The impartial arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. The impartial arbitrator shall have the authority to order full, partial or no compensation for time lost.

Section 3. COST: The cost of the impartial arbitrator shall be shared equally by the Employer and the Union. Any costs associated with filing for arbitration shall be borne by the filing party.

Section 4. TIME LIMITS: The failure of the employee or Union to initiate or respond to any step within the time limits specified shall automatically void the 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. The parties may mutually agree to bypass any step. All time limits may be extended by mutual agreement.

Section 5. LIMITATIONS OF AUTHORITY AND LIABILITY: No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, slowdown, work stoppage or cessation of employment of any kind whatsoever. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

Section 6. After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any illegal strike, slowdown, walkout or any other illegal cessation of work, and such Union member shall not be

entitled to or have any recourse to any other provisions of this Agreement.

Section 7. Should either party not accept and abide by the procedure set forth in this article or the decisions resulting therefrom then in such instance, either party shall have the right of other legal recourse.

Section 8. Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 5 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 6 STEWARD

The Union may designate one job steward and one alternate from the Employer's seniority list. The authority of job steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the Employer or the designated County representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Union action and if authorized by law;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information;
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except, as authorized to impose proper discipline, including discharge, in the event the shop steward or his alternate has taken strike action, slow down or work stoppage in violation of this Agreement.

Steward shall be permitted reasonable time to investigate, present and process grievances on the county property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

ARTICLE 7
ABSENCE

Section 1. Any employee desiring an unpaid leave of absence from his/her employment in addition to his/her paid time off shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. 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 by the Employee and granted by the Employer prior to approval of the leave of absence. Permission for extension must be secured from Employer, with notice to the Union. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance and pension payments before the leave may be approved.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. Such time off shall be granted to no more than one (1) employee at any one time.

Section 3. Family and Medical Leave shall be in accordance with County Policy #364, as amended on January 20, 2009, subject to law.

ARTICLE 8
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona-fide errors made by the employer or the Union in applying the terms within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 9
INSPECTION PRIVILEGES

Authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The agent will apply for admittance with the department head.

ARTICLE 10
LOSS OR DAMAGE

Employees will not be charged for loss or damage of the Employer's property unless clear proof of negligence is shown. Insurance will be provided to employees to provide for damage done to the property of third parties unless the damage resulted from employee negligence which is clearly proven. This insurance does not cover the personal property of employees (rings, other jewelry, etc.) damaged or lost during the performance of their jobs.

ARTICLE 11
EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 1. UNSAFE EQUIPMENT: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition as prescribed by law or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. ACCIDENT REPORT: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. DANGEROUS WORK: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or dangers to persons or property which is in violation of any applicable statute or court order or government regulation relating to safety of persons or equipment.

ARTICLE 12
SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 13
EXAMINATION AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the employee's expense.

Section 2. The Employer shall provide personal identification during all working hours. The cost of such personal identification shall be borne by the Employer. Patches are considered a clothing item and, as such, are considered part of the clothing allowance.

ARTICLE 14
MANAGEMENT RIGHTS

Section 1. It is the right of the Employer to determine the standards of service to be offered; determine the standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause, adopt reasonable work rules, relieve its employees from duty because of lack of work or for any other legitimate reasons; schedule employees; discharge employees for just cause; maintain the efficiency of its operations; determine job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2. The listing of the preceding rights of management in this article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the Employer not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the Employer. Any disagreement on the interpretation of this section shall be subject to the grievance procedure.

Section 3. 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 15
WAGES AND BONUSES

Section 1. WAGES:

The standard wage scales of rates for the respective job classes are established and 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 mandatory.

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

Section 2. SPECIAL DEPUTIES: It is agreed that Animal Control Officers will be "Special Deputies" if appointed by the Saginaw County Sheriff; however, they will have no change in their authority status. Special deputies will be required to pass a file (felony) check and be fingerprinted as a condition of employment.

Section 3. LONGEVITY PAY: Full time members of the bargaining unit hired before February 22, 2005 shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of seventy dollars (\$70.00) per year for each year (as of December 1) of full

time continuous services as defined in Article 3 beginning upon completion of five (5) years of service. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive Pro-rata longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive Pro-rata longevity pay for the year. Employees hired on or after February 22, 2005 shall not be eligible for nor shall they receive longevity pay.

ARTICLE 16 HOURS

Section 1. WORKING HOURS: (a) The regular work day shall commence at 8:00 A.M. and end at 5:00 P.M.; however, the Employer reserves the right to alter the working schedule to provide maximum service to the public. If two (2) shifts are contemplated, the Employer agrees to give at least two (2) weeks prior notice to the Union before the implementation of such a second shift.

(b) Regular full-time employees shall be guaranteed forty (40) hours work or pay per week.

Section 2. CALL-IN PAY: Regular full-time employees called in to work any day Monday through Friday shall be guaranteed four (4) hours at the rate specified in this Agreement.

Regular full-time employees called in to work on Saturday or Sunday shall be guaranteed four (4) hours at the rate specified in this Agreement.

Section 3. OVERTIME:

(a) Employees shall be paid at the rate of time and one-half (1/2) for each hour worked in excess of forty (40) hours per week.

(b) Overtime shall be assigned, by seniority by classification.

(c) PTO used in increments of eight (8) hours and Holidays shall be included for computing overtime eligibility.

(d) There will be no overtime on overtime.

Section 4. STANDBY PAY:

(a) Animal Control Officers assigned to stand by evening call duty ("Night Call") shall receive twenty dollars (\$20.00) per night, on weekdays, thirty dollars (\$30.00) per night on weekends, and fifty dollars (\$50.00) per night on holidays, in addition to time and one-half (1.5) for all time spent actually responding to calls. Further, employees shall be guaranteed a minimum of two (2) hours' time, at time and one-half rate each time they are called out from their residence. If additional calls are received while out on a call, the Officer will not receive a guaranteed two hour minimum, but instead will receive a minimum of two hours for the total time spent responding to all calls received during that call-out period. If the Officer returns to their residence and receives subsequent calls, the calls will be treated as a separate incident for which a guaranteed two hours of pay at time and one half

will again be provided. Additional calls received during subsequent call out periods will be treated as detailed above. Management and the Union agree if the current utilization of a calling service to screen and prioritize night calls ceases, this section of the contract will be reopened.

(b) "Night Call" shall not be defined as overtime for the purposes of this article.

(c) All Animal Control Officers shall be scheduled for stand-by night call duty. In the event an employee assigned to standby night call duty wishes to give up his/her shift, the employee is responsible for securing a replacement by asking for volunteers in order of seniority at least twenty-four (24) hours prior to the start of the shift. If the assigned employee cannot find a voluntary replacement, he/she shall be required to perform the duty as scheduled. Emergency situations, as determined by the Center Director, shall be handled by the Center Director.

(d) Thanksgiving Day, Christmas Day, and New Year's Day will be scheduled as standby days with employee(s) scheduled to work receiving two (2) hours pay at time and one-half (1.5) to open and two (2) hours pay at time and one-half (1.5) to close the animal care center facility. Callout pay will be awarded consistent with Section 4(a).

ARTICLE 17
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 1. Regular full-time employees shall accrue Paid Time Off (PTO) commencing on the date of hire and be credited on the first of the month following thirty (30) days of service. Accrual will be in accordance with the following provisions:

Rate of Accrual: Each regular full-time employee shall accrue "Paid Time Off" hours at the following rate:

	<u>Annual Rate</u>	<u>Bi-weekly Rate</u>
0 - 3 years continuous service	136 hours	5.2308 hours
3 - 5 years continuous service	152 hours	5.8462 hours
5 - 10 " " "	168 hours	6.4615 hours
10- 15 " " "	184 hours	7.0769 hours
15- 20 " " "	200 hours	7.6923 hours
20 or more years " "	216 hours	8.3077 hours

Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period.

PTO shall be used in not less than 15-minute increments.

Section 2. Upon termination of employment due to resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of 600 hours (Maximum payment of 300 hours at employee's current rate of compensation) through date of termination that such employee has accrued. The rate of pay off shall be the employee's rate at the time of termination. The rate 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 be used in computing final average compensation. PTO will be paid at the current rate of the employee at the time the PTO is taken.

Section 3. PTO use for other than disability or illness is limited to twice the amount of time that can be accrued in any year. Employees may not waive PTO and receive extra pay in lieu thereof.

Section 4. When a holiday observed by the County falls during an employee's scheduled PTO, the holiday will not be charged as a PTO day.

Section 5. Except as otherwise granted in this section, and subject to FMLA leave as provided in this Agreement and otherwise provided by law, absence when PTO bank has been exhausted shall not be approved, without written permission from the Department Head.

ARTICLE 18 HOLIDAYS

Section 1. Regular full-time employees shall be paid eight (8) hours' pay at the straight time rate for the following holidays (Regular part-time employees will be paid for four (4) hours); provided however, the employees work their scheduled work day prior to and after the holiday.

New Year's Day, January 1
Martin Luther King, Jr. Day, 3rd Monday in January
Presidents' Day, 3rd Monday in February
Good Friday
Memorial Day, last Monday in May
Juneteenth
Independence Day, July 4
Labor Day, 1st Monday in September
Veterans' Day, November 11
Thanksgiving Day, 4th Thursday in November
Friday after Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31

If one of the holidays listed above should fall on a Sunday, the following Monday shall be observed as a holiday. If one (1) 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, except for employees assigned to seven (7) day operations, who will celebrate the actual date of the 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 Day will be observed on Thursday the day before.

Employees required to work on the above-enumerated holidays or the afternoons as specified shall receive pay at the rate of time and one-half (1 1/2) in addition to holiday pay, provided they comply with the qualifications set forth hereinafter.

Additional unscheduled holidays declared by the Board of Commissioners shall be paid holidays for employees if applicable to County employees in general.

An employee required to work on a holiday will be scheduled to work on the actual day of the holiday and on the day the holiday is celebrated. The employee must work both on the actual day of the holiday and on the day the holiday is celebrated to receive holiday pay and the additional time and one-half (1/2) described above.

ARTICLE 19 FUNERAL LEAVE

Bereavement leave shall be in accordance with County Policy #362, as amended on November 20, 2018.

ARTICLE 20 INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to February 22, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after February 22, 2005.

Section 1. HEALTH INSURANCE. The County shall pay the group premium for regular full-time employees and their eligible dependents, 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 13) 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 2. HEALTH AND DENTAL INSURANCE COST SHARING AND COMPLIANCE WITH HARD CAPS: In respect to the insurance coverage designated in Sections 1 and 6 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 plan exceeds the “hard cap” limitations as established in PA 152, as amended (See Section 17). 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.

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 17; 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.

Section 3. COVERAGE RELATIVE TO WORK RELATED INJURIES OR DEATH. For both CURRENT EMPLOYEES and NEW EMPLOYEES, the County 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 4. CONTINUATION OF HEALTH CARE COVERAGE UPON RETIREMENT FOR CURRENT EMPLOYEES ONLY. To be eligible for continuation of health care coverage upon retirement, current employees will satisfy both the age and continuous years of service requirements associated with retirement under the MERS Defined Benefit Plan, even if he/she is a member of a Defined Contribution (DC) plan. Employees will be eligible to continue with the group health insurance option in which they are enrolled at the time of retirement, high deductible plan only.

Additional plans offered at the Employer’s sole option are not available and there will be no opportunity to switch to other existing options, pursuant to the following conditions:

- a) An employee hired before January 1, 1997, retiring from Saginaw County employment and his/her spouse at time the of retirement will be eligible to continue with the group health insurance option in which they are enrolled, provided proper application is made prior to retirement and the employee is a member of the plan on the date of retirement.
- b) An employee hired after January 1, 1997, upon retiring from Saginaw County employment, will be eligible for single health care coverage (employee only) and may not purchase coverage for non-covered dependents, except as permitted under COBRA.
- c) New employees hired on or after February 22, 2005, retiring from Saginaw County are not eligible for retiree health insurance.

The Employer retains the right to change providers and/or plan features, when savings or efficiencies are available by furnishing an equivalent level of benefits. In the event a retiree chooses to live anywhere other than Saginaw County upon retirement, they may incur additional out-of-pocket costs when using providers that are out-of-network.

Effective January 1, 2014, an Employee who retires under this Agreement and is eligible for and elects to receive retiree health care coverage will be required to pay a percentage of the premiums as indicated in TABLE A below. Payment will be in accordance with the number of continuous years of service actually worked for Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the MERS Defined Benefit Pension.

TABLE A

Full-time Years of Service Actually Worked	Employer Pays	Retiree Pays
6	10%	90%
7	15%	85%
8	20%	80%
9	25%	75%
10	30%	70%
11	35%	65%
12	40%	60%
13	45%	55%
14	50%	50%
15	55%	45%
16	60%	40%
17	65%	35%
18	70%	30%
19	75%	25%
20 & Over	80%	20%

Current regular part-time employees shall not be entitled to any retiree health insurance coverage when they retire.

If an employer contribution to a Health Savings Account is made in the benefit year in which the employee retires, the same contribution will be made to the retiree's Health Savings Account until the employee reaches 65 years of age or becomes Medicare eligible, if the retiree is eligible to receive such a contribution. The HSA contribution will be the amount in effect at the time of retirement.

Employees who retire and are eligible for retiree health insurance coverage, may make an irrevocable election to receive offset payments of Two hundred dollars (\$200.00) per month, in lieu of said coverage, provided they are not covered under a County health plan. This election is irrevocable; individuals electing this option may not re-enter the health coverage program under any circumstances.

Section 5. MEDICARE CONTINUATION. Upon becoming eligible for Medicare, the employee and his/her dependent(s) are required to enroll in both Part A and B of Medicare at the employee's expense. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. Once enrolled, Medicare will become the primary coverage, while Saginaw County's health plan will be the secondary payor.

Eligible employees may continue the current health insurance plan, which they are enrolled in at the time of retirement, except that the hospitalization insurance for retirees and eligible dependents, as applicable, shall be converted to Medicare Complementary coverage upon either the employee or a covered dependent becoming eligible for Medicare. The health care option in which the person is enrolled at the time of retirement is the option that the retiree remains covered under until conversion to Medicare.

Section 6. HEALTH CARE SAVINGS PROGRAM (HCSP) FOR NEW EMPLOYEES [hired on or after February 22, 2005]. NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 4 above or any other retirement health insurance that may be provided by the Employer in the future. NEW EMPLOYEES (of regular full-time status) and those employees previously enrolled in the former Retiree Health Savings (RHS) plan shall hereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) or its equivalent per the Employer's agreement with MERS.

For New employees, the Employer will contribute one percent (1%) of 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. Regular part-time employees are not entitled to, nor shall they receive, a HCSP Account. See HCSP Agreement for more details.

Section 7. 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 8. OPTICAL INSURANCE: The insurance for full-time members of this bargaining unit, 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 9. LIFE INSURANCE: The Employer 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 (1st) 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 employee's 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 10. LIABILITY INSURANCE: The Employer 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 employees 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 the relation to matters committed by law to the employee or to the Employer 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 \$10,000,000.00 (ten million dollars) and shall include the cost of defense, including attorney fees).

Section 11. DUAL COVERAGE: Employees and retirees shall not be eligible for dual coverage as both a subscriber employee and a dependent for any insurance coverage under this Agreement.

Section 12. 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 13. 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 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 employee.

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 the Employer, the Employer shall in no way be held liable for health coverage during such lapse.

Section 14. 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 15. 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 16. ABILITY TO CHANGE INSURANCE PROVIDERS: The Employer may select or change the 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 17. 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 21 WORKERS COMPENSATION

An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall reimburse the County for the amount of overpayment.

The employee shall be responsible for immediately (upon becoming aware of the injury) reporting the occupational injury to his/her supervisor 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 shall 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 to work.

In the event of an employee being on workers' compensation, 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 22
DISABILITY

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

ARTICLE 23
RETIREMENT

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to February 22, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after February 22, 2005.

Current Employees hired before January 1, 1993 shall be members of the Michigan Municipal Employees' Retirement System in accordance with P.A. 426 of the Michigan Public Acts of 1984 as amended Benefit Plan B-3 and F55/20, F50/25, V-6; with 0% employee contribution (unless such employees chose a Defined Contribution Plan).

All other Current Employees are members of the Saginaw County Defined Contribution Plan (DC Plan) which provides for the following employee and employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
9%	3%	12%

All NEW EMPLOYEES shall be members of the DC Plan, which provides for the following employee and employer contributions:

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

As soon as practical after ratification of the contract: (1) those employees in the six percent (6%) employer contribution and zero percent (0%) employee contribution shall complete the appropriate paperwork to transition into the nine percent (9%) employer contribution and three percent (3%) employee contribution option, (2) those employees in the three percent (3%) employer contribution and zero percent (0%) employee contribution will complete the appropriate paperwork to transition to the six percent (6%) employer contribution and six percent (6%) employee contribution option. Employees under the DC Plan can retire at age 50 with 25 years of service, or at age 55 with 20 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>Years of Service</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%

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. Regular part-time employees are not eligible for retirement benefits.

ARTICLE 24
MISCELLANEOUS

Section 1. CLOTHING ALLOTMENT AND REPLACEMENT: The Employer shall replace work clothing when no longer serviceable on an old for new exchange basis. Employees leaving the employ of the Employer shall turn in all items of uniforms and equipment issued by the Employer.

New employees shall be issued three (3) sets of pants and shirts, and after ninety (90) days of employment, two (2) additional sets (for a total of five [5] sets) will be issued along with summer and winter jackets, boots, patches and badge. In addition, the Employer shall pay the cost of cleaning employees' jackets four (4) times each year. The Employer will provide coveralls to be used for kennel work.

Section 2. DUTY ASSIGNMENTS: Each bargaining unit member shall be provided the opportunity to bid for the Animal Control Officer position, by seniority. Once bid, the employee shall become an Animal Control Officer and shall not again be given the opportunity to exercise his/her seniority for this purpose, except as provided in case of reduction in the work force, reference Article 3, Section 3.

Vacant bargaining unit positions to be filled by the Director shall be posted via e-mail and filled based on ability, merit and work record. Where ability, merit and work record are relatively equal, then seniority shall prevail. Where there are no qualified bidders for the position or where no one bids the position, the Employer shall fill the position at his discretion.

All Animal Control Officers may be assigned to any patrol route in the County and may also be called up to assist the kennel workers when necessary for the smooth and efficient operation of the department regardless of each officer's status with the department.

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 3. LOCKERS: The Employer is to provide adequate lockers with locks for employees.

Section 4. MAINTENANCE OF TRUCKS: The Employer will install a mobile truck wash for employees to wash the trucks. Employees will not be required to change oil and filters in trucks.

Section 5. REST PERIODS: Employees shall receive one (1) fifteen (15) minute rest period each morning and afternoon. The period used for such rest period shall not interfere with the priority of the employee's work assignments. Employees shall take such rest periods so as not to interfere with the efficient operation of the Employer.

Section 6. CLEAN-UP TIME: Employees who perform kennel work at the shelter, prior to going on street patrol, will be allowed reasonable time for changing uniforms or washing up as needed. It is understood that such time will not be abused.

Section 7. NEW TRUCK EQUIPMENT: It is mutually agreed that new trucks shall be equipped with power steering, automatic transmissions, air conditioning, heaters, defrosters and windshield wipers and that same will be kept in operating condition. Truck specifications may be altered if mutually agreed.

Section 8. BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union. Each employee shall be furnished a copy of this contract.

Section 9. PAID FOR TIME: Payday shall be on biweekly basis as currently established by Saginaw County. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer.

Section 10. SEPARATION OF EMPLOYMENT: Upon discharge or resignation, the Employer shall pay all money due to the employee on the first succeeding payday.

Section 11. SANITARY CONDITIONS: The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed to.

Section 12. MEAL PERIOD: Employees shall, except by mutual agreement, take at least one (1) continuous period for meals without pay of not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty three (3) hours or after he has been on duty six (6) hours.

Section 13. RESIDENCY REQUIREMENT There shall not be a residency requirement for members of this collective bargaining unit, however, it is agreed by all parties that it is each

employee's responsibility to ensure their ability to report to work at assigned times.

Section 14. BACKGROUND CHECKS. The parties agree and acknowledge that the EMPLOYER shall have the right to conduct criminal background checks on employees pursuant to any applicable laws, policies or regulations established by the state or federal government or pursuant to conditions on grants or funding received.

Section 15. MOTOR VEHICLE ENROLLMENT PROGRAM. The parties agree that the EMPLOYER shall have the right to subscribe to services rendered by and through the State of Michigan which provide driving record information to the EMPLOYER for employees who are required to have a valid Michigan driver's license as recognized in their job description or who are required or permitted to drive during the course of their employment.

Section 16. WAGES AND OTHER NON-312 BARGAINING UNITS. 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 17. RETIREMENT HEALTH INSURANCE AND OTHER NON-312 BARGAINING UNITS. 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 18. 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 25
ALCOHOL & DRUG USE PROCEDURES

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

EMPLOYEE EDUCATION. Efforts will be made to educate employees regarding substance abuse issues and testing, amongst other policies, during employee orientation sessions.

TESTING PROCEDURES. PROBABLE SUSPICION TESTING: In cases in which an employee is acting in an abnormal manner and a supervisor has probable suspicion to believe that the Employer may require the employee (in the presence of a Union Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The Supervisor must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The Supervisor must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the Steward or other Union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood and/or urine and release the results of the laboratory testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period not to exceed one [1] hour, the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone.

Contractual time limits for disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

All laboratories used to perform urine testing pursuant to this Agreement will have to be certified by the College of American Pathologists for Forensic Urine Drug Testing (CAP).

PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS:

The employee shall note, on a form furnished by the medical clinic, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.

If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

LEAVE OF ABSENCE PRIOR TO TESTING:

1. An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.
2. Such leave of absence shall be granted on a one-time (1) basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.
3. Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.
4. The provisions of this Section shall not apply to probationary employees.

DISCIPLINARY ACTION BASED ON POSITIVE TEST RESULTS:

The Employer may take disciplinary action based on the test results as follows:

If a laboratory reports that a blood test is positive in a probable suspicion test, the employee shall be subject to discharge.

If the results show blood alcohol concentration of .02, the employee will be required to sign and abide by the terms of a last chance agreement. If a blood alcohol content of .03 is found, the employee shall be subject to discharge or other discipline at the discretion of the employer. The last chance agreement will include: 1) Successful completion of a substance abuse program, 2) Mandatory random drug testing not to exceed twelve (12) tests in a twelve (12) month period. 3) Zero tolerance will be enforced; any evidence of substance use will result in discharge.

GRIEVANCE PROCEDURE:

1. All drug-related discipline disputes shall be taken up between the Employer and Local Union as outlined in the Grievance Procedure in this Agreement.
2. The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

Upon the failure of the parties to agree on such negotiations within sixty (60) days, the matter will be submitted directly to the grievance procedure.

ARTICLE 26
TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 18, 2022 through September 30, 2024.

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

UNION J POAM ANIMAL CARE

ANIMAL CARE& CONTROL 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)		
T07	30,051.00 1,155.81	31,103.00 1,196.27	32,192.00 1,238.15	33,319.00 1,281.50	34,485.00 1,326.35	35,692.00 1,372.77	36,940.00 1,420.77	38,235.00 1,470.58	39,573.00 1,522.04
T09	34,405.00 1,323.27	35,610.00 1,369.62	36,858.00 1,417.62	38,146.00 1,467.15	39,481.00 1,518.50	40,863.00 1,571.65	42,293.00 1,626.65	43,773.00 1,683.58	45,306.00 1,742.54

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: 361

Subject: **DISABILITY LEAVE**

1. **PURPOSE:** It is the purpose of this policy to establish a system of uniform and appropriate rules and regulations regarding employees who are unable to work due to non-work related reasons.
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's Office shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:** For purpose of this policy, regular full-time employees may hold probationary status and qualify for leave.
6. **POLICY:**
 - 6.1 **Coverage.** A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work related nature is eligible to apply for disability leave (described in 6.2) the first day of the month following the completion of thirty (30) days of service. Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy # 341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available. Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty [40] hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority, whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

Disability leave may be allowed in cases of sickness or injury occurring during a Paid Time Off (vacation) period. Evidence of such incapacity from the first (1st) day must however be provided to the satisfaction of the employer.

If a subsequent disability occurs, solely resulting from the same illness or injury, the original fourteen day waiting period described above shall be considered the waiting period required for the subsequent disability except however, no more than one year of disability pay shall be paid for the same illness or injury.

PTO shall only accrue for the first ninety (90) days of the disability. All payroll deductions in effect prior to disability will be deducted from disability payments. The disability plan will also provide for health, optical and dental coverage to continue during the entire period of disability (up to one year) with the same employee co-pay or percentage of premium contribution. Basic life insurance coverage will also continue without cost during the disability. Voluntary additional coverage will be maintained based on continuous employee premium payments.

6.2 Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 6.1 except by County approved medical disability. Requests are submitted and processed through the Controller's Office and for Court employees in coordination with the designated court official(s). Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary, which will be paid for by the County.

6.2.1 An eligible employee requesting disability leave who may also be eligible under the Family Medical Leave Act (FMLA) requirements shall have the time used counted towards the annual (FMLA) entitlement of twelve (12) total weeks (See Policy #364).

6.3 Final Determination. The Controller's Office will exclusively make the final determination to grant a disability claim and notification will be provided to the affected Department Head along with any work restrictions.

6.4 Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and can be accommodated by the County or when the treating physician's statement of disability expires and an extension is not provided; when the employee retires as a result of disability or normal service retirement; upon layoff, death, discharge, or resignation or after twelve months pursuant to section 6.1 above. If disability benefits are exhausted and the employee cannot return to work, with or without reasonable accommodation, the employee's employment with the County of Saginaw shall be terminated. If an employee is terminated because of exhausting disability leave, all insurance and other employment benefits will also terminate.

- 6.5 Social Security Offset. Disability payment described herein shall be offset by any Social Security disability payment or insurance settlement relating to such disability (subject to language contained in a collective bargaining agreement) due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the County for any period paid by Social Security shall be repaid by the employee to the County.
- 6.6 Returning to Work. The employer will ensure that employees are able to return to the workplace as quickly and safely as possible. All employees will be evaluated for possible accommodations in accordance with the County's Americans' with Disabilities Act (ADA) Policy.
- 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:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: April 23, 2002; August 12, 2008; September 22, 2020; January 19, 2021

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



Saginaw County, G-1147

Benefit Description	\$1,400 Deductible HSA Plan	
	In-Network	Out-of-Network
Benefit Year	January 1 through December 31	
Comprehensive Medical Benefit 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
Special Notes about the Comprehensive Medical Benefit: 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. 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.		
Outpatient Physician Services (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
Routine Preventive Care 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
Special Notes about Routine Preventive Care: 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). 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.		
Routine Immunizations Administered in a Pharmacy or at the Department of Community Health (Includes Injection Fee Charges)	100%; deductible waived	100%; deductible waived
Special Note about the Routine Immunizations Benefit: 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.		
Emergency Room Treatment 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
Special Note about the Emergency Room Treatment Benefit: The Plan does not require certification for emergency services.		
Ambulance Transportation (Ground or Air)	100% after deductible	Paid as in-network

Benefit Description	\$1,400 Deductible HSA Plan	
	In-Network	Out-of-Network
<u>Certification Requirement</u>	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	
<u>Inpatient Hospital Services</u> Room and Board, Surgical Services, and Ancillary Services	100% after deductible	80% after deductible
<u>Inpatient Physician Services</u> Hospital Visits, Surgical Procedures, and Anesthesiology	100% after deductible	80% after deductible
<u>Obstetrical Care</u> Delivery and Postnatal Care Prenatal Care Visits	100% after deductible 100%; deductible waived	80% after deductible 80% after deductible
Special Notes about Obstetrical Care: 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. 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.		
<u>Transplant Services</u> 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
Special Note about the Transplant Services Benefit: 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.		
<u>Obesity Treatment</u>	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	
Special Note about Obesity Surgical Treatment: The Plan will cover one surgery to treat obesity per covered person in a lifetime.		
<u>Outpatient Services</u> Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Test Services	100% after deductible	80% after deductible
<u>Allergy Services</u> Injections, Serum, and Testing	100% after deductible	80% after deductible
<u>Outpatient Infusion/Injection Therapy</u>	100% after deductible	Paid as in-network
<u>Chiropractic Care</u> 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
<u>Durable Medical Equipment, Prosthetics, and Orthotics</u>	100% after deductible	Paid as in-network
<u>Diabetic Supplies</u>	100% after deductible	Paid as in-network
Special Note for Diabetic Supplies: 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.		
<u>Outpatient Rehabilitative Services</u> 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
<u>Autism Spectrum Disorder Services</u> 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>Behavioral Care (Includes Mental Health Care and Addictions Treatment)</p> <p>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>
Diagnosis or Treatment of Underlying Cause of Infertility	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>Special Note about Infertility Coverage: 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>		
Temporomandibular Joint Dysfunction (TMJ) Treatment	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	
Convalescent Care and Home Health Care	100% after deductible	Paid as in-network
Private-Duty Nursing Care	100% after deductible	Paid as in-network
Hospice	100% after deductible	Paid as in-network
Miscellaneous Plan Provisions		
<p>Services Requiring Certification:</p> <ol style="list-style-type: none"> Inpatient hospital confinements and observational stays Select surgical procedures (a list of surgical procedures requiring certification can be accessed by logging on to www.asrhealthbenefits.com or by calling ASR Health Benefits at 800-968-2449) Durable medical equipment if the purchase price or forecasted total rental cost is \$2,500 or more Home health care Custom-made orthotic or prosthetic appliances if the purchase price is \$2,500 or more Oncology treatment Infusion or injection of select products (a list of the products can be accessed by logging on to www.asrhealthbenefits.com or by calling ASR Health Benefits at 800-968-2449) <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"> There is not access to a Qualified in-network provider located within a Reasonable Distance from the covered person's residence. It was not reasonable for the covered person to seek care from an in-network provider because of a medical emergency. 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. A covered person receives eligible treatment at an in-network facility and he or she had no choice over the physician that provides treatment. <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>Coordination with Other Coverage for Injuries Arising out of Automobile Accidents 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)
<p>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.</p> <p>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.</p>

Benefit Description	\$1,400 Deductible HSA Plan Prescription Drug Benefit
<p>Prescription Drugs 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"> • Retail Prescription Drug Co-payments (30-Day Supply) 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. <p>Mail-Order Prescription Drug Co-payments (90-Day Supply)</p> <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>Special Notes about Prescription Drug Coverage:</p> <ol style="list-style-type: none"> 1. 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. 2. 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 plus the difference in price between the brand-name drug and its generic equivalent. 3. 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. 4. 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. 5. 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. 6. 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. 7. 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. 8. 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. 9. Diabetic needles/syringes will be covered at 100% with no medical deductible or prescription drug co-payment applied. 	

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 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.

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.¹ Visit vsp.com to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.² Prefer to shop online? Check out all of the brands at 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 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
Your Coverage with a VSP Provider		
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 24 months 	\$10
Prescription Glasses		
Frame	<ul style="list-style-type: none"> • \$130 allowance for a wide selection of frames • \$150 allowance for featured frame brands • 20% savings on the amount over your allowance • \$70 Costco® frame allowance • Every 24 months 	Included in Prescription Glasses
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 24 months 	Included in Prescription Glasses
Lens Enhancements	<ul style="list-style-type: none"> • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 20-25% on other lens enhancements • Every 24 months 	\$0 \$95 - \$105 \$150 - \$175
Contacts (instead of glasses)	<ul style="list-style-type: none"> • \$130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation) • Every 24 months 	Up to \$60
Diabetic Eyecare Plus Program	<ul style="list-style-type: none"> • 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. • As needed 	\$20
Glasses and Sunglasses		
Extra Savings	<ul style="list-style-type: none"> • Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. 	
	Retinal Screening	<ul style="list-style-type: none"> • No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam
	Laser Vision Correction	<ul style="list-style-type: none"> • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities
Your Coverage with Out-of-Network Providers		
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 vsp.com for plan details.		
Exam	up to \$45	Lined Trifocal Lenses
Frame	up to \$70	Progressive Lenses
Single Vision Lenses	up to \$30	Contacts
Lined Bifocal Lenses	up to \$50	up to \$105
Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com 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.		

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



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