

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAGINAW COUNTY
A MUNICIPAL CORPORATION

--and--

POAM NON-312

January 18, 2022 thru September 30, 2024

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AGREEMENT

THIS AGREEMENT, entered into on January 18, 2022, between the Board of Commissioners and the Sheriff for the County of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Police Officers Association of Michigan (POAM - Non-312), hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

THIS AGREEMENT, entered into by the Employer and the Union has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or any other protected class status as recognized by state or federal law, or Union affiliation.

The Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION -- EMPLOYEES COVERED

Section 1.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all full time Correction Officers, and Clerical employees of the Saginaw County Sheriff's Department, but excluding the Sheriff, Undersheriff, Captains, Lieutenants, Sergeants, Deputies, and all other employees.

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Management Prerogatives.

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe reasonable departmental rules and regulations, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

Section 2. 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.

Section 3. Emergency Manager.

Pursuant to the Public Employment Relations Act, 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) Local Financial Stability and Choice Act, being PA 436 of 2012; or (3) any action of an emergency financial manager which acts to reject, modify, or terminate this Agreement.

ARTICLE 3
UNION MEMBERSHIP AND DUES

Section 1. 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 2. 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 3. 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 4. 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 5. 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 4 STEWARDS AND ALTERNATE STEWARDS

Section 1.

Union employees on each shift shall elect a steward who is a regular employee working on that shift to represent them. Union employees on each shift may also elect an alternate steward, who is a regular employee working on that shift to represent them in the absence of the steward.

Section 2.

The steward, or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor shall grant permission within the shift of occurrence for the steward to leave his work for these purposes subject to necessary emergency exceptions. Contact by telephone may be used when convenient and agreed to by mutual consent. The privilege of the steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Employee abusing such time may be subject to disciplinary action. The Sheriff may request to have time spent on grievances and other procedural union matters documented.

The steward and alternate steward will be required to record time spent on a form provided by management. All such stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3.

The Union will furnish, in writing, to the Employer the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

Section 4.

In addition to the above stewards, employees in the POAM (Non-312) bargaining unit may be represented by one (1) of the members of the Local Executive Board who is elected by the membership and will have the necessary time to act in his Union capacity

without loss of pay where in so acting he loses time from his regular schedule of work. He will serve in all special conferences and will handle grievances. He shall request permission of his immediate supervisor when leaving his work area and such permission shall be granted to attend meetings in accordance with the above provisions. This time will not be abused.

Section 5. Union Leave Days.

The Employer shall allow four (4) representatives of the Union to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leaves granted shall not exceed fifteen (15) work days total in any calendar year and thirteen (13) shall be without pay, and two (2) days with pay.

The Executive Board of the Union shall, at least ten (10) days prior to such conference or seminar submit notice to the Sheriff certifying the name of such representative and indicating the topic of the conference; the starting date and termination date for the respective leave days noted above.

ARTICLE 5
SPECIAL CONFERENCES

Section 1.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party.

Section 2.

Such meetings shall be between not more than five (5) representatives of the Employer and not more than five (5) representatives of the Local Union, however, a maximum of three shall be compensated by the employer, of those employees scheduled to work. Conferences shall be held during the normal work day. The members of the Union shall not lose pay for the time lost in such special conferences. Union members must notify their Division Commander at least two (2) working days prior to the scheduled meeting of their attendance.

Section 3.

Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that a grievance is any dispute, controversy, or difference between the parties to this agreement on any issue with respect to or concerning the interpretation or application of this agreement or any terms or provisions thereof.

Step 1.

Any employee having a complaint in connection with his employment shall present it to the employer within ten (10) calendar days of the incident or the employee having knowledge of the incident, with the following understanding:

- a. Before initiating a grievance, the employee must first discuss the matter orally with his immediate supervisor or the supervisor's designee.

Step 2.

If the complaint is not resolved in this manner, the complaint shall be reduced to writing on the regular grievance form provided by the local union, signed by the employee, and presented to the Sheriff or Undersheriff and the County within fifteen (15) calendar days of the alleged incident or the employee's acknowledgement of the incident giving rise to the grievance.

The Sheriff and/or Undersheriff shall have ten (10) calendar days after receipt of the grievance to answer the grievance.

Step 3.

If the grievance is not settled the union shall, within ten (10) calendar days after receiving the Sheriff's/Undersheriff's answer, request in writing a meeting which shall be set at a mutually agreeable time and place, between union representatives, the Sheriff and/or Undersheriff and/or a designee(s) and the County to review the matter. The grievant shall be present at this meeting.

- a. Such meeting will normally be held within thirty (30) days after the date of the written request and the Sheriff will render his decision within ten (10) calendar days of the meeting.
- b. The Sheriff and the union may by mutual agreement extend the time limits of the grievance procedure.

Section 2. Arbitration.

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. The submission is to be made within thirty (30) days after receipt of the last step answer, during which time the Employer and Union have the option to choose an impartial arbitrator by mutual agreement. Each

grievance submitted to arbitration shall be submitted to Federal Mediation and Conciliation Service or the American Arbitration Association in accordance with their voluntary rules and regulations then obtaining, within the time specified above. Such rules shall govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

Section 3. Time Limitations.

If the time limit is not met, by either party, then the grievance is settled in favor of the non-defaulting party.

ARTICLE 7 DISCHARGE AND DISCIPLINE

Section 1. Notice of Possible Discipline

1. The employer shall not discharge, suspend, or discipline any employee except for just cause.

2. Before any disciplinary action is taken against an employee, he/she shall be given a written notice of the alleged charge(s). Such notice shall be presented to employee within 90 calendar days of the Sheriff having knowledge of an incident requiring disciplinary action. The Sheriff may, at the Sheriff's sole discretion, extend its ninety (90) day period with an additional thirty (30) day calendar extension, upon written notice to the Union. A Notice of Possible Discipline will be forwarded to the employee and the union. The employee shall have fourteen (14) calendar days to respond in writing and state his position and offer any evidence immediately available. This response shall be presented to the Sheriff, Undersheriff or their designee.

3. Once the employee has had the opportunity to respond, the Sheriff will have thirty (30) calendar days, from the date the employee responds, to determine if there is just cause for discipline.

4. In the alternative to a written reprimand or other discipline, the Sheriff or his designee may choose to meet with an employee for the purpose of job counseling. Written documentation of any job counseling sessions shall be acknowledged by the employee through signing a job counseling form or memo, but such documentation shall not be entered in an employee's personnel file. Job counseling sessions and documentation shall not be subject to the grievance process.

Section 2. Representation

1. After a charge or complaint has been formally made, the employee shall be advised of his/her right to union representation at all stages of contact in the disciplinary process. This notification will be made on the printed Notice of Possible Discipline form.

2. Employees may exercise this right by requesting any one of the following: their Steward or an alternate steward, member of the Executive Board, union representative, or union attorney.

3. In the event an employee requests the presence of a personal attorney, a union representative may also be present.

Section 3. Specific Charges

1. The Notice of Possible Discipline shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

Section 4. Past Infractions Involving Suspensions

1. In considering any discipline against an employee, the employer will not base a decision on any prior infractions of county or department rules or regulations which resulted in suspension and which occurred more than two (2) years previously, unless directly related to the current charge, and then, not more than three (3) years.

Section 5. Notification of Discharge, Suspension, or Discipline

1. If the employer determines that there is just cause to discharge or suspend an employee, the notice of discharge or suspension shall be put in writing and delivered to the employee and a member of the Executive Board within five (5) calendar days, excluding weekends and holidays.

Letters of Reprimand must be delivered within (five) 5 calendar days excluding weekends and holidays. The Sheriff shall use due diligence in serving all notices pursuant to this section, however, if after using due diligence he is unable to deliver notice, the requirements of this Section shall be considered met.

2. The employee shall sign the notice of suspension and/or discharge, or the letter of reprimand as evidence of receipt only. The Sheriff shall use due diligence in attempting to obtain employee signature, however, if after using due diligence he is unable to obtain signature, the requirements of this Section shall be considered met.

Section 6. Clearance of Past Infractions

1. Written reprimands shall be removed from the employee's file one year from the date issued. This shall not apply to notices of suspension.

2. This also shall not apply if the employee is subsequently charged with a similar violation within one year of the date of issuance of the original reprimand.

Section 7. Employee Reassignment

1. Reassignment Status

If any employee is involved in an incident which results in the death or serious injury of another person while on duty, the employee may, at the employer's discretion, be reassigned to the Sheriff's Office (reassignment status) for a period of three (3) days. The employee's inactive status may be extended for medical reasons.

The employee must make him/herself available for investigative purposes while on reassignment status.

While on reassignment status, the employee shall receive full pay and benefits.

2. Relieved of Duty/Suspended Without Pay

In the event an employee is relieved of duty or suspended without pay, he/she shall be taken off the payroll and may be required to turn in his/her departmental equipment.

Employees may be relieved of duty or suspended without pay while awaiting adjudication in a criminal trial depending on the nature of the charges.

In the event that an employee on relieved of duty status is exonerated of the charges which led to the employee being relieved of duty, he shall be reinstated to his prior position with no loss of pay.

Relieved of duty status shall not exceed thirty (30) days except where criminal prosecution is authorized by a government attorney.

Section 8. Continuance of Benefits.

If a member is suspended for disciplinary reasons, he shall not be entitled to his pay; however, he shall receive all other County benefits until such time as official action taken results in termination.

ARTICLE 8
PROBATION

Section 1.

New employees hired in the unit on a full-time basis shall be considered as probationary employees for one year of their employment. When an employee finishes the probationary period, by accumulating twelve (12) months of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve (12) months prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees. Regular full-time employees who are otherwise eligible, may hold probationary status and qualify for benefits.

Section 2.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 1 of this Agreement, however, employees who are being discharged and/or disciplined, for other than union activity shall not be represented by the Union.

ARTICLE 9
SENIORITY

Section 1.

Seniority shall be on a bargaining unit wide basis in accordance with the employee's date of entry into the POAM Non-312 bargaining unit.

- a. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- b. The seniority list will show the names and job titles of all employees of the unit entitled to seniority.
- c. The Employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up to date copies at least every six (6) months or upon request.

Section 2.

An employee shall lose his seniority for the following reasons only:

- a. He quits, retires or receives a pension under Saginaw County.

- b. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c. He is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases, exceptions may be made upon the employee producing convincing proof of his inability to give such notice. After such absence the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and is no longer in the employ of the County.
- d. If he does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after lay off, as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his last known address, the employee will be considered to have voluntarily quit. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.
- e. Return from sick leave and leaves of absence will be treated the same as (c) above.
- f. If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority. However, in no event will employees laid off for a continuous period in excess of two (2) years retain their seniority.
- 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 within three (3) days 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.
- h. Transfer out the bargaining unit for a cumulative period of ninety (90) days, except as set forth herein:

Members of the Sheriff's Office law enforcement deputies bargaining unit (subordinate/312 eligible) that transfer out of the corrections deputies (subordinate/non-312 eligible) unit for 365 days or more may not return to the non-312 unit with bargaining unit seniority re-established.

This provision applies to any member of the subordinate non-312 unit who has transferred to the subordinate 312 unit prior to or after the effective date of this Agreement.

By example, if a corrections officer, with accumulated corrections unit seniority, accepts an appointment to road patrol deputy, that person may have that corrections unit seniority re-established at the point he/she had earned prior to accepting the appointment, if that member returns to the corrections bargaining unit within 365 days of accepting that appointment. No corrections unit seniority will be earned or lost during the appointment to road patrol deputy if that member returns to the corrections unit within 365 days. If more than 365 days has passed since accepting the appointment, the member will return with no corrections unit seniority thus eliminating a bump of a currently serving member. A vacant position must exist for that member to come into the unit.

This in no way applies to a transfer out of the bargaining unit as the result of a promotion to a supervisory position.

For purposes of this section, it is the employee's obligation to notify the employer of his/her current and complete address.

Section 3.

A person employed by the county in any capacity outside of the Sheriff Department, who without a break in county service, is hired into a position within this bargaining unit, shall be subject to the same terms and conditions as any other new hire, except that his/her length of service with the county shall be credited for purposes of vacation, longevity, health insurance, and retirement only.

Section 4.

For the first twelve months from the date of assignment to a supervisory position within the Sheriff's Department, an employee may upon request voluntarily return to the bargaining unit in line with his accumulated seniority.

ARTICLE 10 PROMOTIONS

Section 1. Promotion to Corrections Officer.

To be considered for a full time Correction Officer position, Unit members must meet the current requirements of the Saginaw County Sheriff.

All employees, once appointed to a full-time position, shall begin their service at step one, and move through the salary schedule on the anniversary date of their appointment to the full-time position. No employees shall obtain a step higher than their longevity in the full-time position reflects.

If an employee receives a promotion to a classification higher than their previous classification, they shall be placed in the step which represents the compensation level

which is at least five percent (5%) higher than their current compensation immediately prior to promotion. Their anniversary or step date shall change to the date of the promotion.

Section 2. Promotion to Deputy

Deputy vacancies determined to be filled shall be posted to allow certified correction officers to express their desire for promotion in writing to the Sheriff. In the alternative, the Sheriff may personally notify all individuals who may qualify for the promotion.

Promoted employees shall be on probation for a period of one (1) year beginning the first day assigned to the new position.

Section 3.

Unit II vacancies determined by the Sheriff to be filled from among 312 Eligible and Non-312 Eligible Unit I personnel shall be posted to allow eligible employees to express their desire for promotion in writing to the Sheriff. All postings shall be placed in area(s) of high personnel frequency for a minimum of seven (7) calendar days. In the alternative, the Employer may personally notify all individuals who may qualify for the specific promotion.

To be considered for promotion to Correction Sergeant the individual must:

- a. Be Non-probationary.
- b. Have 5 years of full-time experience with the Saginaw County Sheriff Department.
- c. Have at least two (2) years of experience in Corrections.

Evaluation Process

Phase One:

There will be separate written tests for Corrections Sergeant and Road Sergeant. A custom written test which may include in basket exam based on:

1. The job description of Sergeant.
2. Department specific procedures and information such as Policies and Procedures, rules, regulations, and other departmental information and supervisory operating practices.
3. The test for Corrections Sergeant will not include a road test.

To advance to Phase Two, candidates must obtain a minimum passing score of 70% in Phase One. Results of this testing will be openly shared with the pertinent union board and will be posted in the Sheriff's Office for seven (7) calendar days to observe their ranking and ask questions of the Sheriff or his designee. To ensure fairness and

objectivity of the promotion process, the Department will contract with an independent outside organization or firm to prepare the tests and conduct the exams.

Phase Two: Oral Board.

To be placed on the promotion list, candidates must obtain a 70% score on the oral board examination. To ensure fairness and objectivity of the promotion process, the Department will contract with an outside organization or firm to prepare and conduct the oral board. The oral board will consist of a structured Oral Board composed of members designated by the independent outside organization. The results of the Oral Board will be openly shared with the pertinent union and used to form the promotion list.

The effective time limit for the promotion list will be two (2) years from the date of the last test or until the list is exhausted. The candidates scoring 70% or higher will have their score combined with their Phase One score to determine the ranking. The Sheriff will have the pick of the top scoring five (5) candidates from the promotion process. If the list is exhausted prior to expiration, a new test process will be conducted. Candidates who did not obtain placement in the top five (5) ranking will not move up on the list as personnel are promoted.

In the event of a tie, seniority will break that tie. If this does not break the tie the following manner will be used:

- First tie-breaker: Highest score in Phase Two
- Second tie-breaker: Highest score in Phase One

ARTICLE 11 LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their personal and vacation time, require time off from their employment. Employees shall be required to utilize PTO available to them while on a leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) PTO hours in his/her bank throughout the leave of absence, if requested and granted by the Sheriff, prior to approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee.

Section 2.

Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires.

Section 3.

Authorization or denial for a leave of absence request shall be the decision of the Sheriff and shall be furnished to the employee by the Employer, and it shall be in writing. Such decisions shall not be arbitrary and capricious.

Section 4.

Further extension beyond the return date designated may be granted after thorough investigation and upon finding that extension of time is necessary and just.

Section 5. Military Leave.

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

Section 6.

Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

- a. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Section 7.

Employees required either by the County of Saginaw or any other public agency to appear before court or such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the Employer shall be granted a leave of absence with pay (as set forth in the following paragraph) for a period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the Employer.

Section 8.

An employee wishing to further his education in criminal justice may be granted educational leave for a maximum of two (2) years without pay. This leave may be extended by mutual agreement. Employees shall not accumulate benefits or seniority while on such leaves of absence. Pursuant to Section 9, above, if educational leave is granted by the Employer, the employee's fringe benefits will discontinue pursuant to Section 4 above. However, if the employee agrees to work at least twenty-four (24) hours per pay period during his/her educational leave, health insurance, dental insurance and life insurance shall continue throughout the leave, at the Employer's expense, with the employee paying appropriate co-pays, pursuant to this Agreement.

Section 9. Family and Medical Leave.

Policy shall be in accordance with County Policy #364, as amended January 20, 2009, subject to law.

ARTICLE 12
HOURS OF WORK AND PREMIUM PAY

Section 1.

The normal work day shall consist of eight (8) continuous hours per day inclusive of a paid meal period as determined by the Employer. Designated employees may be scheduled eight (8) hours exclusive of a meal period.

Effective January 1, 2002, all unit members shall be assigned six 12-hour shifts, and one 8-hour shift, per biweekly pay period, as determined by the Saginaw County Sheriff. Available shifts will be assigned to unit members on a seniority basis. Working days shall be 2 on 2 off, 3 on 2 off, 2 on 3 off, and one eight-hour day will be incorporated into this schedule. Holiday pay for those working 12-hour shifts shall remain at 8 hours holiday pay (Current contract has 13 holidays or 104 holiday hours). All hours worked at holiday premium shall be paid at the rate of 1.5 times regular rate.

Time and one-half (1 1/2) will be granted under any of the following conditions:

- a. Daily:
All work performed in excess of the regular assigned and approved shift as long as the regular assigned shift is at least eight (8) hours per day.
- b. Periodically:
All work performed in excess of eighty (80) hours in any bi-weekly pay period. Hours are defined as hours actually worked. There shall be no pyramiding of overtime.

- c. Compensatory time off in lieu of payment for overtime hours worked (up to eighty-four (84) hours) may be granted by employee request and approval by the Sheriff or designee.

Compensatory time off is at the Sheriff's sole discretion.

Compensatory and PTO time may be used to bring bi-weekly pay to a regular 80-hour work week for those assigned to training sessions.

Section 2.

The Employer shall continue bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 3.

After shift assignments have been made, employees may be allowed to trade shifts upon making a written request to the Sheriff. The request shall state the reasons for the trade, length of time, shifts involved, and shall be signed by both employees. The Sheriff shall consider such requests and shall grant those changes that in his view are reasonable and not detrimental to the operation of the department. The Sheriff's decision shall not be arbitrary or capricious. The Sheriff's approval of the shift change shall constitute an official change of the work schedule.

Section 4.

The Sheriff will provide to the union on or before January 2 of each year a table of organization by division and or work station. The union shall distribute this table for shift preference and return to the Sheriff on or before January 10. The Sheriff will use this table to determine work assignments and PTO leaves.

In the event a vacancy should occur, the union shall again circulate the staffing table for the purpose of shift assignment until all affected members shall have restated their preference. Table circulation shall occur within seven calendar days. If an employee is on approved leave during table recirculation and unable to review the table, it is assumed that the same assignment will be given where possible.

Seniority shall prevail, except when in the Sheriff's judgment it is necessary to assign or reassign shifts or deny shift choice for reason(s) of reorganization, improved efficiency or to prevent one shift from becoming top heavy with low seniority employees.

ARTICLE 13 HOLIDAYS

Section 1.

The following days shall be designated and observed as paid holidays effective upon ratification of the Agreement:

1. New Year's Day, January 1
2. Martin Luther King Jr.'s Birthday, 3rd Monday, January
3. Presidents' Day, 3rd Monday, February
4. Good Friday
5. Memorial Day, last Monday in May
6. Juneteenth, June 19
7. Independence Day, July 4
8. Labor Day, 1st Monday, September
9. Veterans' Day, November 11
10. Thanksgiving Day, 4th Thursday, November
11. Day after Thanksgiving
12. December 24, Christmas Eve Day
13. Christmas Day
14. December 31, New Year's Eve Day

The total Holiday Pay for the year is limited to 104 hours and will be paid at straight pay as the holidays occur in 8 hour increments as appropriate.

Section 2.

In view of the nature of their duties and the priority need for law enforcement in times of emergency or natural disaster, bargaining unit personnel will make every reasonable effort to report to work when required.

Section 3.

Employees must work their scheduled day/shift in its entirety before and their scheduled day/shift in its entirety after a holiday or be on authorized paid leave (excluding worker's compensation and disability leaves) in order to be paid for the holiday.

Section 4.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, excluding Christmas and New Year's Day, the previous Friday will be recognized as a holiday.

If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before. However, employees assigned to seven (7) day operations will celebrate the actual day of the holiday. Holiday hours shall be midnight to midnight.

Section 5.

All eligible employees shall be paid eight (8) hours at their current hourly rate of pay as holiday pay.

Section 6.

Employees who are required to work on a holiday shall receive in addition to the holiday pay, holiday premium pay at time and one-half(1 1/2) for all hours worked.

Section 7.

The Sheriff may grant an employee upon request an unpaid and uncharged vacation day on a holiday, provided, however, the employee shall be paid holiday pay.

ARTICLE 14
PAID TIME OFF

Section 1.

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.

Regular full-time employees shall accrue Paid Time Off (PTO) from the date of hire and may be used on the first day of the month following thirty (30) days of continued full-time service, in accordance with the following provisions:

Employees with more than zero (0) months and less than three (3) years of service shall accrue PTO in the amount of 136 hours per year. Probationary employees are not eligible for PTO and accrued PTO is not credited or useable until completion of 6 months of service.

Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 152 hours per year.

Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of 168 hours per year.

Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 184 hours per year.

Employees with fifteen (15) but less than twenty (20) years of service shall accrue vacation in the amount of 200 hours per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of 216 hours per year.

Section 2.

Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at 50% cash value for the unused PTO time up to 600 hours (maximum payment of 300 hours) at the employee's current rate of compensation, through date of termination that such employee has accrued.

Compensation for unused PTO will be paid at the rate prevailing on the employee's last working day.

Section 3.

Discretionary PTO time (non-documented illness) use must be scheduled in advance. Annual PTO use for purposes other than documented disability or illness is limited to twice the amount of time that can be accrued in a year.

Bargaining unit employees may bid for PTO/vacations on a seniority basis beginning each January 10th and ending on each January 25th.

A. "Locked-in Vacations"

1. Employees shall list each of their PTO/vacation requests in the order of preference.
2. Each employee may be granted up to two (2) PTO/vacation periods of at least twenty-four (24) continuous work hours in length if requests are submitted during this period.
3. Employees should submit sufficient requests for PTO/vacations to allow for their request being bumped because of the employee's position on the seniority list.
4. Employees will be allowed to see the vacation calendar to determine if their requests for "lock-in" vacations were granted.

5. If the minimum standards listed in Paragraph E below are met, the PTO/vacation request shall be granted.

B. "Reserved PTO/Vacations"

1. After each January 25th, employees may request two "reserved" PTO/vacation times on a first come, first served basis.

2. Requests for "reserved" PTO/vacations must be for a period of at least twenty-four (24) continuous work hours in length.

3. Any PTO/vacation requests will be considered reserved if conditions specified in B.1 & B.2 are met and if applied for at least thirty (30) days prior to the dates of the requested PTO/vacation.

C. "Short Notice PTO/Vacations"

1. Any other PTO/vacation request of any duration must be requested at least forty-eight (48) hours prior to the date desired.

2. These short notice requests may or may not be granted depending on available staffing, locked-in and reserved PTO/vacations, and accumulated compensatory days already granted.

D. "Emergency and Non-emergency PTO/Vacations"

1. Requests for PTO/vacation time may be made with less than forty-eight (48) hours' notice for bona fide emergencies. Efforts will be made to accommodate these bona fide emergency requests.

2. Requests for PTO/vacation with less than forty-eight (48) hours' notice will be granted on a discretionary basis. Denial of leave under this clause is not subject to the grievance process.

E. Minimum personnel considerations for approval of PTO/vacation by division shall be as follows:

1. Jail/Security Division- Requests for PTO/vacations will be limited to a minimum of two PTO requests at a time.

F. Transfers

1. Any employee requesting or accepting a transfer, or given a transfer order by administration to another position within the bargaining unit, after any PTO/vacations have been approved will be able to resubmit their vacation request(s) which have not been fulfilled and will be affected by the transfer.

2. Any deadline requirements under subsections A and B will be voided to allow necessary resubmitting.
3. Resubmitted request(s) will not supersede any previously approved vacation(s) of fellow officers. Seniority will not take precedence.
4. If the minimum standards listed in subsection E above are met, the resubmitted request(s) shall be granted.

Section 4.

PTO will be paid at the current rate of the employee at the time the time is used or paid, in the event employment is severed. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans. PTO compensation will be used in computing final average compensation.

Section 5.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his scheduled PTO, his discretionary PTO for the number of days documented as ill may be rescheduled with concurrence of the Sheriff. Evidence of illness may be required by the Employer.

Section 6.

Discretionary PTO may not be waived by an employee and extra pay received for work during that period.

Section 7.

When a holiday observed by the Employer falls during an employee's scheduled PTO, the holiday will be allowed and the PTO leave will be extended accordingly by request prior to taking vacation.

Section 8.

In the event an employee is called back to work from Vacation, he/she shall be compensated as follows:

1. If the employee is required to terminate his vacation by the Employer, he/she shall be credited with such time beginning with the day notification is received by the employee.

2. By paying his/her time and one-half (1 1/2) his/her regular pay for hours worked during the scheduled PTO period.

Section 9.

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO during absence due to sickness or injury. PTO time will not accrue during absence due to Workers Compensation or Paid Disability Leave after the first 90 days of a workers' compensation or disability leave.

Section 10.

Employees shall be permitted to schedule their PTO in conjunction with their pass day.

Section 11.

PTO Time will be used by the hour.

Section 12.

Members may donate PTO to support only fellow Corrections employees in personal or family situations and subject to IRS tax regulations.

Section 13.

Except as otherwise granted in this section, and subject to FMLA Leave as provided in Article 11, Section 10, and as otherwise provided by law, absence when an employee's PTO bank has been exhausted shall not be approved without written permission from the Sheriff or his designee.

Section 14.

Once PTO has been requested and granted, the employee shall be required to take the PTO hours during the time scheduled, unless written permission to the contrary has been received from their division commander.

ARTICLE 15
ILLNESS / DISABILITY LEAVE

Section 1.

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

Section 2. Work Related Accommodations:

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

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

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

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

Placement and performance in other work duties will not entitle the employee to additional pay beyond the compensation as allowed in Article 29. It is understood that the purpose of placement into other work duties is not to provide for additional compensation, but rather, encourage all employees to return to work as soon as possible.

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

TPOAM, hereby agrees that individuals who may not be employees of a department or members of their bargaining unit, may be assigned to other work duties within their departments. Further, the Union agrees and understands that these assignments shall not be permanent assignments.

ARTICLE 16
LONGEVITY

Section 1.

After five (5) years of service, longevity will be paid at the rate of \$70 per year of service. Current Regular Full-Time Employees hired before September 18, 2007 who have completed five or more years of continuous service as of December 1st of each year shall be entitled to longevity pay. Longevity pay shall be based on length of

continuous service as of December 1st of each year and shall be paid on or after December 1st of each year. Regular Full-Time Employees hired after September 18, 2007 are not eligible for nor shall they receive longevity pay.

ARTICLE 17 INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to September 18, 2007; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after September 18, 2007.

Section 1. Health Insurance:

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

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

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

Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as provided in Section 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 7 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, 1999, retiring from Saginaw County employment and his/her spouse at the time of retirement, will be eligible to continue with the group retiree 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 on or after January 1, 1999, upon retiring from Saginaw County employment, will be eligible for single retiree health care coverage (employee only).
 - i. Employees hired before October 1, 2001 may purchase insurance for non-covered eligible dependents at group rates, at their option.
 - ii. Employees hired after October 1, 2001 may not purchase insurance for non-covered dependents, except as permitted by COBRA.
- c) New employees hired after September 18, 2007, 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 healthcare 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 the Employer 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%

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 September 18, 2007].

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 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) per the Employer's agreement with MERS.

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

Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. 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 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 (\$50,000.00) and Fifty Thousand and 00/100 dollars (\$50,000.00) 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 of the Employer shall not be eligible for dual coverage as both a subscriber employee and a dependent for any insurance coverage under this Agreement.

Section 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, and 00/100 dollars (\$200.00) per month in lieu of such insurance coverage, provided, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, must not be covered as a dependent of another County 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 determine the Provider of health insurance, dental insurance, vision insurance, and life insurance, except however, the benefit structure shall be maintained at the same level provided under this Agreement. The Employer recognizes the need to provide similar or better benefits when selecting or changing a Third-Party Administrator. If the level of benefits change, then the County will negotiate prior to any change of Provider.

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.

Section 18.

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

ARTICLE 18
LAY OFF AND RECALL

Section 1.

The word "layoff" means a reduction in the working force due to a decrease of work or limitation in funds. Such layoffs shall not be arbitrary or capricious.

When there is such a reduction in the work force, the following procedure shall be followed: Probationary employees (first year of employment) will be laid off first, provided the employees with seniority retained can perform the available work. Laid off Non-312/Corrections employees shall be given the first opportunity to fill part-time/temporary positions, and if recalled shall be paid at the rate of pay consistent with those positions. Such recalled employees will not be eligible for any fringe benefits under the terms of this Agreement. In the event all laid off employees decline, positions may be filled at the Sheriff's discretion.

Section 2.

In order for an employee to bump into a position in the jail, there must be a vacancy if the employee is not a probationary employee.

Section 3.

Seniority employees will be laid off according to seniority provided the employees retained are able to perform the available work. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

In the case of a reduction in the correction officer classification, the employee with the least classification seniority shall be laid off first.

- a. When the work force is to be increased after a layoff, the employees will be recalled according to seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work.
- b. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
- c. Employees will be granted up to two (2) weeks to return to work upon request.

Pursuant to Saginaw County Policy, any Union positions which are supported in any portion by grants, cost-sharing, reimbursements, or any other source of outside funding, are only approved contingent upon the Employer receiving the budgeted revenues. In the event outside funding is not received, or the Employer is notified that it will not be received, then said positions shall be considered unfunded positions and shall be laid off by seniority.

Section 4. Furloughs

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 19 GENERAL

Section 1.

The parties to this Agreement shall establish a joint safety committee consisting of three (3) representatives of the Union, two (2) representatives of the Sheriff, and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee.

Section 2.

The Employer shall furnish employees all necessary equipment and articles of clothing required by the Sheriff in the performance of their duties.

Section 3.

Uniformed Personnel shall be furnished three (3) complete uniforms with appropriate accessories and replaced as needed.

Section 4. Service Records.

The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall upon request in the presence of the Employer have access to his personnel file consistent with P.A. 397.

Section 5. Union Representatives.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the members of the Association and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 6. Range and Ammunition.

The Employer shall make a firing range and ammunition available to the employees who are certified officers and may be assigned to temporary duty as a deputy, for target shooting. The employees who are certified shall qualify with their service weapon a minimum of twice (2) yearly. Failure to qualify with the service weapon may result in the correction officer not being assigned to out of classification deputy work.

Section 7. Legal Assistance.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the performance of his duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee. For the purposes of this section, such legal assistance will only be provided when the employee has done acts pursuant to authority conferred by law or within the scope of employment.

Section 8. Training Expenses.

The Employer shall pay the tuition, expenses, and provide proper transportation for schools or courses attended at the direction of the Employer. Employees will receive mileage and meal reimbursement at the current County rate if the class is held outside of Saginaw County, except for all courses held at Delta College, and if transportation is not otherwise available.

Section 9. Mileage.

Employees required to use their privately owned vehicle on County business shall be reimbursed at the standard IRS mileage rate for business expense reimbursement.

Section 10. Vehicles

If a vehicle should be regarded as defective, an employee should immediately inform his immediate supervisor. If the supervisor determines the car to be defective, he shall cause the vehicle to be removed from service until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 11.

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for time lost from scheduled work for the remainder of the day.

Section 12.

Any employee involved in any accident shall immediately report said accident and/or any physical injury sustained, to his immediate supervisor prior to termination of his duty shift in which his injury occurred.

Section 13. Bulletin Board.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists, notices of vacancies and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or a member of the Local Executive Board. The Union will promptly remove from such Union bulletin boards upon the written request of the Employer any material which is detrimental to the Union-Employer relationship.

Section 14. Schools and Training.

The Employer will post a list of schools and training courses which it makes available to department personnel and will offer such schooling and training to a predetermined number of those employees of the bargaining unit who request, in writing, their desire to attend. Seniority shall be considered in the selection of employees who attend such schooling or training. The decision of the Employer in his selection shall not be arbitrary or capricious.

Section 15. Higher Classification Pay.

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 currently receiving. Employees shall be required to keep a log of their actual time worked above their classification and submit same to their Department Head or Supervisor. Logs should

contain actual time worked, specific tasks performed, and employees will be paid at the higher rate of pay accordingly.

Section 16. Rest Period.

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in situations of manpower shortages or emergencies.

Section 17.

The Employer shall furnish all equipment deemed necessary by the employer to perform the duties assigned their classification and keep same in safe operating condition.

Section 18. Bonds.

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 19. Call In Pay.

An employee called in for duty for other than his regular eight (8) hour shift, shall receive a minimum of two (2) hours call in time for which he shall be paid at time and one-half (1 1/2) inclusive of court appearances.

Section 20. Overtime

A. General Overtime

Overtime assignments shall be made among employees engaged in similar work as far as practical on a rotating basis, while still maintaining efficiency of operation.

Correction officers desiring (short-notice) overtime work shall sign their names to the appropriate form and be given such work on a rotating basis with other fellow officers who likewise avail themselves, when work in the jail is required at overtime rate.

Short-notice overtime shall include any overtime request(s) beyond that which is scheduled monthly by administration (i.e. sick calls, shift reassignments, emergency PTO, resulting in staff shortage).

Administration will provide available monthly overtime to Non-312 Union Board Members by the 16th of each month, for the following months coverage. Lists will then be provided to eligible full-time Correction Officers to bid for available shift(s). Available shifts will then be distributed equally, by a designated board member, based on seniority (high to low) and shift preference (days for days/nights for nights). Full shift

coverage will take precedence over seniority/partial shift coverage request(s). Any vacancies still remaining will then be open to all full-time officers for last chance coverage, prior to a mandate process being applied (Section 20(6)).

Any overtime notice less than a week in advance to full-time Corrections Officers, may be scheduled by a Non-312 union member, sergeant, or administrator not based on seniority.

B. Shift Mandates

Should any vacancies in overtime remain, following section 20A process, or emergency shortage occurs, which results in jail operations being effected, the following process will be applied:

- 1) Ordered (mandated) overtime will be completed based on shift preference (days for days/nights for nights).
- 2) Openings will be filled starting with the lowest seniority from the opposite shift.
- 3) Those on approved time off will not be mandated on any pass days adjacent to their requested/approved time off.
- 4) Any officer mandated to cover a partial shift, left vacant by another officer doing partial volunteer shift overtime, will have the option to work the partial shift or opt to cover the entire shift.
- 5) Any Corrections Officer not assigned to seven (7) day operations, will be eligible for mandate status on scheduled days off and/or those days recognized as a holiday under Article 13, Section 4.
- 6) Any officer mandated to work their entire shift (7a-7p/7p-7a) on their scheduled eight (8) hour shift, will not count against the annual mandate list. Any officer mandated to work over their scheduled shift, resulting in working on a different rotation (days on nights/nights on days) will count against the annual mandate list.
- 7) The Seniority Mandate List will be on a rotating basis. If the list is exhausted, the process will begin again at low seniority.

Section 21.

The Employer will provide wash rooms and lockers for the changing and storing of clothing.

Section 22.

Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify the Shift Commander one (1) hour prior to the beginning of that duty shift whenever possible. The Employer may request a written explanation as to why the employee did not meet the one (1) hour time limit.

If a vacation request is denied and the employee calls in sick for the same day, absent the employee being on FMLA leave, then the employee will have to provide a doctor's slip to justify the absence.

Section 23. Background Checks.

The parties agree and acknowledge that 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 24. Motor Vehicle Record Checks.

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 25. 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 26. 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.

ARTICLE 20
CLOTHING ALLOWANCE

Section 1.

The cleaning of uniforms issued by the Employer shall be the responsibility of the Employer.

ARTICLE 21
WORKER'S COMPENSATION

Section 1.

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. Fringe benefits which will not be lost will be health insurance, dental insurance, vision insurance and life insurance, until the employee no longer receives weekly Workers' Compensation benefits. PTO accrual will continue for first 90 days only.

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 Worker's 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.

Section 2.

In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws. Any employee sustaining an occupational injury, shall receive the first seven (7) calendar days with pay not chargeable to any other benefit. The employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries.

Section 3.

An employee shall be entitled to use his PTO bank to supplement worker's compensation payments to 100% of his regular net pay. Average net pay and worker's compensation payments shall be as defined by the applicable Michigan Worker's Compensation Laws. Supplementation shall be to the nearest full hour at the employee's regular rate of pay. All lost time must be substantiated by medical opinion. Supplementation of contested or litigated claims shall not be made until an award is made in favor of the employee.

Section 4.

For up to one (1) year from date of injury, of an employee's collection of Workers' Compensation benefits due incapacity from an occupational injury and/or illness, the employee's longevity benefits will not be used when computing the employee's average weekly wage for the purposes of payment of Workers' Compensation employment benefits. Instead, the employee's average weekly wage will be computed without

longevity benefits and the employee will receive their full longevity check, pursuant to Article 16 of this Agreement.

Once one (1) full year has elapsed from the date of the employee's injury, longevity benefits will be used when computing the employee's average weekly wage for the purpose of payment of Workers' Compensation employment benefits and the employee will not receive either a partial or full longevity check.

ARTICLE 22
PENSION

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to September 18, 2007; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after September 18, 2007.

Current employees hired before January 1, 1995 who are not members of the Saginaw County Defined Contribution Plan (DC Plan) or who are otherwise eligible for and are currently enrolled in the MERS Defined Benefit Plan (DB Plan), shall be members of the Michigan Municipal Retirement System (MERS), in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-4, and F50/25, 25 Years of Service and Out, FAC 5, V-6, E-2, with an employee contribution of 4% of gross salary, pre-tax. The amount of the employee contribution to partially fund this benefit level will be in force for the duration of the benefit.

The former TPOAM employees hired before January 1, 1995 and incorporated into this unit on 1/1/95 who are not members of the DC Plan or who are otherwise eligible for and are currently enrolled in the MERS DB Plan, will receive the B-4 and F55/20, F50/25, FAC 5, V-6 Program and one percent (1%) employee contribution. The amount of the employee contribution to fund this benefit will be in force for the duration of the benefit.

Current employees hired on or after January 1, 1995, 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%	0%	6%
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>
3%	0%	3%

6%

6%

12%

The employee may select one (1) of the above contribution plans for which he/she is eligible initially upon being hired and may change the contribution plan in accordance with regulations established by the DC Plan administrator. This section shall not apply to employees hired after the effective date of this contract. Employees hired after the effective date of this contract 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%

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

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

10 Days worked in a month will be counted as one month.

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

ARTICLE 23
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 changed wherever specified provisions for changes are made elsewhere in this Agreement.

ARTICLE 24
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement except those conditions described in Article 23.

ARTICLE 25
FUNERAL LEAVE

In the event of a death in the employee's close or immediate family, specifically, the following relationships: Mother, Father, Sister, Brother, Spouse, Child, Step-Child, Legal Guardian, Parent-in-Law, Grandparents, Grandchildren, current step-parents, and brother or sister of spouse, the employee shall be granted thirty (30) hours additional Paid Time Off (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 (Article 14) shall apply. However, the Sheriff will make every effort to grant PTO days, when requested, for purposes of bereavement, and such permission shall not be unreasonably withheld. This section shall not apply to employees hired after the effective date of this contract. Employees hired after the effective date of this contract will follow County Policy #362, as amended on November 20, 2018.

ARTICLE 26
PHYSICAL, DRUG AND PSYCHOLOGICAL TESTING

Section 1. PHYSICAL FITNESS TESTING

- A. Participation in the Physical Testing Program is Voluntary. The event will be scheduled by the County and posted at least one month in advance of the test. Prior to participation, employees may be required to gain medical clearance to participate. There will be no financial loss associated with failing the tests. Successful participation will be recognized.
- B. Dress. Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.
- C. Personnel may participate while on duty without loss of pay.

D. Events. The physical fitness test shall consist of three events: push-ups with a two minute limit, sit-ups with a two minute time limit, and a one and one half mile run.

1. Push-ups. Push-ups shall be done with palms of the hand flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back shall constitute one repetition.
2. Sit-ups. Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground. Participant will raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one repetition. The exercise will have a two minute duration.
3. Run. Run shall consist of traversing a measured 1.5 mile distance within a time period.

E. Scoring. Minimum acceptable scores are as follows:

	<u>PUSHUPS</u>	<u>SIT-UPS</u>	<u>1 ½ MILE RUN</u>
<u>Age</u>	<u>Men/Women</u>	<u>Men/Women</u>	<u>Men/Women</u>
Up to 31	38/15	42/40	13:45/16:45
32-36	33/14	38/35	13:30/17:15
37-41	32/13	33/30	16:30/18:15
42 and Over	26/12	29/27	17:00/19:00

F. Participants who pass all the standards will be recognized department wide for their accomplishment.

Section 2. DRUG TESTING

A. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of reasonable employee drug testing programs.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a law enforcement employees physical and mental health and, thus, job performance.

Where law enforcement employees participate in all forms of substance abuse and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees commencing July 1, 1995.

B. DEFINITIONS

1. Law Enforcement Employee - All members of the Saginaw County Sheriff Department who are employed by the County of Saginaw under the direction of the Sheriff.
2. Supervisor - Those officials assigned to a position having a day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work unit.
3. Drug Test - The compulsory or voluntary production and submission of urine or blood, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
4. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using illegal drugs while on or off duty.
5. Probable Cause - That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty in such a manner as to impair his or her ability to perform their required duties.

6. Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement employee.
7. MRO - Medical Review Officer - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
8. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the Sheriff, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.
9. Explainable Positive Result - A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.
10. False Positive Result - A positive finding in a urine specimen that did not contain that drug.

C. PROCEDURES/RULES

The following rules shall apply to all employees, while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
 1. Note from the prescribing doctor.
 2. Copy of the prescription.
 3. Show the bottle label to his immediate supervisor.

The employee shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.

- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
5. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. The employee may be immediately relieved of duty and reassigned pending a departmental investigation at the discretion of the Sheriff or his/her designee, when one of the following occurs:
 - a. A refusal to participate.
 - b. Probable cause.
 - c. The Medical Review Officer determines that an employee's drug test was positive.

During the reassignment period, the employee will receive his/her regular pay and shall make themselves available for consultation.

7. Applicant Drug Testing:
 - a. Applicants for a position with the Department shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
 - b. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 1. Refusal to submit to a required drug test, or
 2. A confirmed positive drug test indicating drug use prohibited by this order.
8. Probationary Employee Drug Testing:

All probationary employees shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency to be determined by the Sheriff or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Sheriff when he/she determine that factors beyond the control of the employee were unresolved.

9. Employee Drug Testing:

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

- a. A supervisor may order an employee to take a drug test upon documented probable cause that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- b. Upon reasonable suspicion the Sheriff or his designee may request, through an authorized representative of the employee's labor association, that an employee submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in subsection d. of this section. Any employee voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any employee who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
- c. A drug test will be administered as part of any promotional physical examination required by this department.
- d. All employees shall be uniformly tested during any unannounced, periodic testing required by the department. Periodic testing for all employees will not exceed twice in a calendar year except for those employees assigned to the narcotics unit.
 1. The Sheriff or his designee shall determine the frequency and timing of such tests.
 2. The president of the labor association, or his designee, will receive a list of the employees that have been required to

take a drug test after all employees in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.

- e. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an employee leaves the unit. The employees of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Employees in narcotics may be required to submit to more than 2 tests in any calendar year.

D. Penalty:

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Saginaw County Sheriff Department rules and Regulations, and may include discharge from the Sheriff Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

E. Drug Testing Procedures:

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each employee to be tested before the employee enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the M.R.O. may determine whether the test result is an explainable positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substances.

5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four hours to give a sample. During that time the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked, and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the laboratory in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive initial and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the Deputy and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secure and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

F. Drug Testing Methodology:

1. The testing or processing phase shall consist of:
 - a. Initial screening test.
 - b. Confirmation test - if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:
6. Type of drug or metabolite, initial test and confirmation test levels shall be as provided in 49 CFR Part 40.87 (attached).

These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.

7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Employee's having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. Chain of Custody – Storage:

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute

arises the specimens will be stored until all legal disputes are settled.

H. Drug Test Results:

1. All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.

I. Substance Abuse Rehabilitation Program:

Employees may participate in a substance abuse rehabilitation program, however, participation shall not prohibit drug testing under this policy or enforcement of this policy.

J. Procedures for Implementation of the Last Chance Agreement:

1. An employee whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a Last Chance Agreement.
2. At the discretion of the Sheriff, the Last Chance Agreement may also be offered to any employee whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (the Last Chance Agreement) must be signed by an authorized representative of the department and the employee.
4. A employee must attend and successfully complete an authorized rehabilitation program.
5. An employee must sign a form releasing any and all information to management as may be requested.
6. An employee must pass a medical examination administered by a medical facility designated by the Sheriff prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.

7. A employee may be allowed to use PTO time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis as may be determined by the Sheriff.
9. The employee shall be subject to the terms of last chance agreement for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of the Last Chance Agreement occurs at any time during it's enforcement term.
11. The employee must be advised that the employee is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal or labor representative.

K. LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual is guilty of violating the departmental drug or alcohol order on _____, and;

Whereas, the Saginaw Sheriff Department will conditionally reinstate _____ to the position of _____, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Saginaw County Sheriff Department and subject to the following terms and conditions being met and maintained;

Now therefore, it is agreed that:

1. The employee must sign a form releasing any and all information to management as may be requested.
2. The employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.

3. The employee must pass a medical examination administered by a medical facility designated by the Sheriff prior to being allowed to return to duty. The examination shall only screen for drug or alcohol use and the physical impact of the prior drug usage.
4. The employee may be allowed to use Paid Time Off (PTO) and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Sheriff, the Employee shall be returned to the Sheriff Department in the position of _____.
6. Once returned to duty, the employee will present himself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of there (3) years. Employee _____ agrees to sign appropriate forms releasing any and all information to the Sheriff Department as may be requested. Failure to follow the program directive are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, employee _____ shall submit to controlled substance testing at the discretion of the Sheriff. If any such test shows a positive result for the presence of a controlled substance, employee _____ will be discharged from employment with the County of Saginaw, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Employee _____ will be credited with seniority, for promotional purposes, for time separated from the Sheriff Department between _____ and the date of return to duty. No other wage is due or owing, and Deputy _____ waives any claim thereto.
9. The association shall withdraw with prejudice the grievance #_____ and shall release and discharge the employer from any and all claims relating thereto. The employer shall release and discharge the union and employee from any and all claims relating thereto. Employee _____ shall release and discharge the association and the employer from any and all claims relating to grievance #_____, including but not limited to the processing and arbitration of this grievance. Further, employee _____ releases the County and the association from all liability and claims he may have had or now has with respect to his employment with the County of Saginaw whether such claims or liability arise under Federal or State statute, constitutional provisions,

principles of common law, or under the collective bargaining agreement between the County of Saginaw and the _____ Association.

10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no value as to precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Sheriff Department.

DATED THIS _____ DAY OF _____, 20____.

Deputy Sheriff

Section 3. Psychological Testing

It is acknowledged that law enforcement work is stressful and at certain times very emotional. Personnel are required at all times to exhibit keen minds that are stable, focused and in control. Consequently, there could be times that an employee could under the abnormal stress of the job suffer from irrational or unstable behavior. Therefore, the parties to this policy agree to abide by these provisions designed to protect the health and welfare of the employee, as well as safeguard the department from allegations of inappropriate behavior by an employee.

The testing of employees may occur in the event of the following:

1. Any on or off duty officer involved shooting incident.
2. Any on or off duty officer involved accidents resulting in serious or fatal injuries
3. After any incident in which an officer has been exposed to undue trauma or stressful assignments.

4. At the request of the Sheriff when probable cause exists that an employee has or is exhibiting abnormal behavior that maybe caused by unusual stress, mental illness or other medical related problems.

Testing of the employee will be discussed with the employee prior to the test to ascertain information that may warrant a reconsideration of the test.

Testing will consist of two phases in most instances unless testing is specifically needed in test areas and is requested by a physician.

1. Emotional Stability - Testing to determine the mental health and state of the employee.
2. Personality Factor Analysis - Testing to determine an individual fitness to act in the Law Enforcement Profession.

Testing will be done at the Expense of the County and by the Physician or agency chosen by the County. An employee retains the right to a second opinion by a physician of his/her choice at the employee's expense. In the event that the second physician disagrees with the first physical, a third physician selected by the Saginaw County Medical Society will be retained and the fees for same will be split between the parties.

Test results will be kept confidential and will be kept by the attending Physician. The results may be used to place an employee on medical leave pending further testing or treatment.

An employee determined unable to serve as result of this testing will be placed on the disability program.

ARTICLE 27 SAVINGS CLAUSE

If any Article or Section of the Agreement or any addendum 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 reinstated by such tribunal, the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 28 PART TIME EMPLOYMENT

Section 1.

Employees shall be permitted to engage in part-time employment upon approval of the Sheriff. Approval shall be sought on an annual basis. Approval may be revoked in an emergency.

ARTICLE 29
WAGES

It is agreed that wages shall be as indicated in Schedule "A" attached hereto and made a part hereof by reference.

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

Employees will be provided a 2% base wage increase for fiscal year 2022 . 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.

A shift differential of \$0.25 per hour will be paid for all regularly scheduled hours worked by members of this bargaining unit whose shift begins at 1900 hours and ends on or before 700 hours. This shift differential does not include overtime shifts or overtime details.

Direct Deposit is required for all employees.

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

ARTICLE 30
TERMINATION OF AGREEMENT

Section 1.

This Agreement shall become effective as of the date of ratification by both the Union and the County of Saginaw. This Agreement shall continue in full force and effect to and including September 30, 2024 and from year to year, thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2024 or any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

EMPLOYER

UNION

William L. Federspiel, Sheriff

Brad Pyscher, President

Carl E. Ruth, Chair
Board of Commissioners

Ed Fowler, Vice-President

Approved as to Substance:

Robert V. Belleman, Controller/CAO

Ann Lewis, Treasurer

Approved as to Form:

Jennifer Broadfoot
Personnel Director

Steve Sellers, Business Agent

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

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

UNION O P.O.A.M. CLERICAL		POAM NON-312 & CLERICAL CLASSIFICATION					
SALARY GRADE	HIRE RATE (STEP 1)	1 YEAR (STEP 2)	2 YEARS (STEP 3)	3 YEARS (STEP 4)	4 YEARS (STEP 5)	5 YEARS (STEP 6)	6 YEARS (STEP 7)
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

UNION Y POAM NON312 CORR OFF		CORRECTION OFFICERS CLASSIFICATION					
SALARY GRADE	HIRE RATE (STEP 1)	1 YEAR (STEP 2)	2 YEARS (STEP 3)	3 YEARS (STEP 4)	4 YEARS (STEP 5)	5 YEARS (STEP 6)	6 YEARS (STEP 7)
C01	42,470.00	45,848.00	49,227.00	52,600.00	55,979.00	58,418.00	
	1,633.46	1,763.38	1,893.35	2,023.08	2,153.04	2,246.85	

§ 40.87

§ 40.87 What are the cutoff concentrations for initial and confirmation tests?

(a) As a laboratory, you must use the cutoff concentrations displayed in the following table for initial and confirmation drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). The table follows:

Type of drug or metabolite	Initial test	Confirmation test
(1) Marijuana metabolites ..	50	
(i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC).		15
(2) Cocaine metabolites (Benzoylecgonine).	300	150
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	1000	
(i) Amphetamine		500
(ii) Methamphetamine		500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL)
(5) Opiate metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6-acetylmorphine (6-AM).		10 (Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL)

(b) On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

(c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(d) You must report quantitative values for morphine or codeine at 15,000 ng/mL or above.

Category: 300
Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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

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

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

8. RETIREE ELIGIBILITY:

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

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

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: December 12, 2006
AMENDED: September 22, 2009; December 19, 2017

Category: 300
Number: 362

Subject: **BEREAVEMENT LEAVE**

1. **PURPOSE:** It is the purpose of this policy to establish guidelines for employees who need to be absent from work due to the loss of a family member.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
4. **RESPONSIBILITY:** The Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.
5. **DEFINITIONS:** NONE
6. **POLICY:**
 - 6.1 **Full-time Employees:** In the event of a death in an employee's family, specifically the following relationships: mother, father, current step-parent, sister, brother, son-in-law or daughter in-law, legal guardian, parent-in-law, current step parent-in-law, grandparent, current step-grandparent, grandchildren, brother or sister-in-law, the employee shall be granted twenty-four (24) hours additional Paid Time Off (PTO). In the event of a death in an employee's immediate family, specifically spouse, child or step-child, the employee shall be granted forty (40) hours additional (PTO). This additional paid time off shall be added to the employee's current PTO Bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO shall apply. However, the Employer will make every effort to grant PTO days, when requested, for purposes of bereavement.
 - 6.2 **Employees Excluded.** Bereavement leave is not authorized for other than regular full-time employees. However, Department Heads may reschedule regular part-time, temporary and seasonal personnel to provide for time off for bereavement purposes, if possible.
 - 6.2.1 A full-time employee that is of probationary status will have the leave time credited to his or her PTO bank. The leave time will be available to them to use upon the successful completion of the probationary period. Department Heads may reschedule such probationary personnel to provide for time off for bereavement purposes, if possible.

7. ADMINISTRATIVE PROCEDURES: NONE

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

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

Category: 300

Number: 363

Subject: **LEAVE OF ABSENCE**

1. **PURPOSE:** It is the purpose of this policy to establish a system of uniform and appropriate regulations for employee leaves of absence.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.
4. **RESPONSIBILITY:** The Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.
5. **DEFINITIONS:** NONE
6. **POLICY:**
 - 6.1 **Policy.** Leaves of absence may be approved for employees who request time off for personal reasons. Leaves of absence are without pay and benefits unless otherwise specified in the County personnel policies or collective bargaining agreement. Employees shall first be required to utilize any Paid Time Off (PTO) available to them prior to requesting or taking an approved leave of absence. However, employee may elect to maintain a maximum balance of no more than forty (40) hours in his/her bank through the leave of absence, if requested and granted through the Benefit Division of the Controller's Office prior to approval of the leave of absence. All employee benefits shall remain in place so long as PTO is being utilized by the employee. Leaves of Absence to pursue other employment opportunities are prohibited.
 - 6.2 **Approval.** Department Heads are encouraged to approve leave requests based upon the merit of the request and the work requirements of the department. Leaves of absence are granted at the sole discretion of the Employer. All leaves of absence of 31 days or more must be approved by the Controller. Requests for a leave of 30 calendar days or less must be approved by the Department Head.
 - 6.3 **Military Leave.** The County shall observe the provisions of the Federal regulations regarding re-employment rights and leaves of absence.
 - 6.3.1 In addition, the County adopts the following additional benefits in response to the War on Terrorism. These benefits may continue up to two years, or until the involuntary service ends, whichever comes first.

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

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

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE PROCEDURES: None.

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: April 23, 2002

AMENDED: October 25, 2005; November 20, 2018

Category: 300
Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

1. **PURPOSE:** It is the purpose of this policy to establish uniform guidelines and rules for those employees who elect to apply or otherwise qualify, for leave in accordance with the Family and Medical Leave Act (29 USC 2601).
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
4. **RESPONSIBILITY:** The Controller/CAO of Saginaw County and/or his/her designee shall be responsible for the implementation of this policy. It shall be the responsibility of the Controller's Office and Department Heads to administer this policy.
5. **PRELIMINARY STATEMENT:** Saginaw County shall administer this policy in accordance with the Family and Medical Leave Act and its accompanying regulations, set forth in 29 CFR 825.100, et seq. Thus, although this policy sets forth a summary of the requirements, process and procedure regarding employees' use of leave under applicable circumstances, Saginaw County shall administer this policy in accordance with the Act and its regulations.
6. **DEFINITIONS:**
 - 6.1 **Serious Health Condition.** Is defined as stated in 29 CFR 825.113, but is generally regarded as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
7. **POLICY:**
 - 7.1 **Eligibility.** Saginaw County's family and medical leave policy is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the preceding 12 month period, so long as the County has 50 employees within 75 miles. If eligible, an employee may be able to take unpaid leave as indicated below during the calendar year (based on a 12 month rolling calendar).

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

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

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

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

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

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

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

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

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

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

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

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

7.3 Employer/Employee Responsibilities.

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

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

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

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



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

Benefit Description	\$1,400 Deductible HSA Plan	
	In-Network	Out-of-Network
Certification Requirement	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	
Inpatient Hospital Services Room and Board, Surgical Services, and Ancillary Services	100% after deductible	80% after deductible
Inpatient Physician Services Hospital Visits, Surgical Procedures, and Anesthesiology	100% after deductible	80% after deductible
Obstetrical Care 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.		
Transplant Services 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.		
Obesity 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	
Special Note about Obesity Surgical Treatment: The Plan will cover one surgery to treat obesity per covered person in a lifetime.		
Outpatient Services Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Test Services	100% after deductible	80% after deductible
Allergy Services Injections, Serum, and Testing	100% after deductible	80% after deductible
Outpatient Infusion/Injection Therapy	100% after deductible	Paid as in-network
Chiropractic Care 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
Durable Medical Equipment, Prosthetics, and Orthotics	100% after deductible	Paid as in-network
Diabetic Supplies	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.		
Outpatient Rehabilitative Services 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
Autism Spectrum Disorder Services 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

\$1,400 Deductible HSA Plan

Benefit Description	\$1,400 Deductible HSA Plan	
	In-Network	Out-of-Network
<p>Behavioral Care (Includes Mental Health Care and Addictions Treatment) Inpatient/Partial Hospitalization Services</p> <p>Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office)</p> <p>Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service, including Telemedicine E-Visits</p> <p>Outpatient/Intensive Outpatient Addictions Treatment Services, including Telemedicine E-Visits</p>	<p>100% after deductible</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p>	<p>80% after deductible</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid as in-network</p> <p>Paid as in-network</p>
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</p> <p>In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.</p>		

Health Savings Account (HSA)

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

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

Benefit Description

**\$1,400 Deductible HSA Plan
Prescription Drug Benefit**

Prescription Drugs

Drugs Purchased Before the In-Network Medical Deductible is Satisfied

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.

Drugs Purchased After the In-Network Medical Deductible is Satisfied

- **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.

\$10/Rx Formulary Tier 1 drug,
\$40/Rx Formulary Tier 2 drug,
\$80/Rx Formulary Tier 3 drug

Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply

Mail-Order Prescription Drug Co-payments (90-Day Supply)

\$20/Rx Formulary Tier 1 drug,
\$110/Rx Formulary Tier 2 drug,
\$230/Rx Formulary Tier 3 drug

Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply

Drugs Purchased After the In-Network Medical Total Maximum Out-of-Pocket is Satisfied

Plan pays 100% of the purchase price; no co-payment applies

Special Notes about Prescription Drug Coverage:

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 Lumeric 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		
\$15		
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
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 up to \$65
Frame up to \$70	Progressive Lenses up to \$50
Single Vision Lenses up to \$30	Contacts up to \$105
Lined Bifocal Lenses up to \$50	
Coverage with a participating retail chain may be different. Once your benefit is effective, visit 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



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.

Delta Dental PPO SM (Point-of-Service)	Delta Dental PPO Dentist	Delta Dental Premier SM 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.