

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SAGINAW COUNTY PROBATE COURT  
JUVENILE DETENTION CENTER**

**AND**

**POAM  
SAGINAW COUNTY PROBATE COURT  
JUVENILE DETENTION CENTER  
DETENTION YOUTH CARE SPECIALIST**

**December 14, 2021 to September 30, 2024**

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## **DETENTION YOUTH CARE SPECIALIST CONTRACT**

This Agreement, made effective December 14, 2021, by and between the COUNTY OF SAGINAW, a municipal corporation, having offices at 111 South Michigan Avenue, Saginaw, Michigan, hereinafter referred to as the "FUNDING UNIT" and the 10<sup>TH</sup> CIRCUIT COURT, FAMILY DIVISION, SAGINAW COUNTY JUVENILE DETENTION CENTER, 3360 Hospital Road, Saginaw, Michigan, hereinafter referred to as "EMPLOYER"; and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as "UNION."

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the SAGINAW COUNTY JUVENILE DETENTION CENTER OF THE COUNTY OF SAGINAW in its capacity as an EMPLOYER, its employees, the UNION and the citizens of the County of Saginaw, Michigan.

### **ARTICLE 1 MANAGEMENT RIGHTS**

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 EMPLOYER hereby retains, and does not waive, any and all rights vested in the Court by statute, court rule, case law, jurisprudence, regulation or any other authority to hire, discipline, discharge and exercise any other right related to the employment of UNION members.

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.

The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as the Constitution and the laws of the State of Michigan and the Constitution of the United States.

Pursuant to the requirement set forth in 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.

ARTICLE 2  
RECOGNITION: UNION MEMBERSHIP AND DUES

Section 1. Recognition.

- A. The EMPLOYER recognizes and acknowledges that the UNION is the exclusive representative and collective bargaining representative 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 Detention Youth Care Specialists and Detention Youth Team Specialist, but excluding all full-time Detention Supervisors, Assistant Director, Director, Kitchen Staff, Kitchen Supervisor, medical personnel, custodial, maintenance, on-call Detention Youth Care workers, and all other employees.
- B. With the exception of the Assistant Director and in emergency situations, the EMPLOYER agrees to respect the jurisdictional rules of the UNION and shall not direct or require their employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit. However, this shall not apply to on-call part-time employees.

Section 2. Union Membership and Compliance with PA 349 of 2012. The parties acknowledge the rights, responsibilities and prohibitions that are contained in Public Act 349 of 2012 (PA 349). PA 349 shall supersede any term or condition in this Agreement that is in conflict with PA 349. Membership in the Union is not compulsory. All Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the bargaining unit without regard to whether the employee is a member of the Union.

Section 3. Authorization Required. A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

Section 4. Deductions. The Employer will recognize authorization for deductions from wages if in compliance with state and federal law. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee equivalent from the pay of each employee who executes and files with the Employer a proper check-off authorization form which shall be used exclusively and shall be supplied by the Union.

Section 5. Means of Remittance and Errors. Deductions for any calendar month, or other frequency to which the Employer and Union agree, shall be remitted to POAM and sent to 27056 Joy Road, Redford, Michigan 48239-1949; however, the Union and Employer are not precluded from agreeing on remittance of dues, initiation and service fees by means of electronic transfer or other automated means. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

Section 6. Union to Indemnify Employer. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and all other forms of liability by reason of conduct or action taken by the Employer for the purposes of complying with this Article of the Agreement, including but not limited to deductions made under this Agreement that are determined to be a violation of PA 349.

ARTICLE 3  
EXTRA CONTRACT AGREEMENTS

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

ARTICLE 4  
SENIORITY

Section 1. New Employees. New employees hired in the unit on a full-time basis shall be considered as probationary employees for the first six (6) months of their employment. The EMPLOYER may terminate probationary employees with or without just cause. When an employee finishes the probationary period, by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

The UNION shall represent probationary employees for the purpose of collective bargaining only with respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 2 of this Agreement. Probationary employees shall have no right to the grievance/arbitration process under Article 7 for matters related to discipline or discharge.

Section 2. Seniority List. The EMPLOYER shall post or provide a current updated list of employees every six (6) months to the Union in order of their seniority.

Section 3. Layoff - Recall.

- A. The parties agree that a bona fide occupational qualification (“BFOQ”) exists in the Juvenile Detention Center to the extent allowed under law. The Director of Detention shall designate the appropriate number of BFOQ positions, if any, and shall report same to the Union. The Union shall have the right to a Special Conference, pursuant to Article 23, upon receipt and review of the Director’s designation(s).

In reducing the workforce because of lack of work or other legitimate cause, if the last employee laid off was employed in a BFOQ-designated position, he/she shall be the first to be recalled. Otherwise, recall shall be by bargaining unit seniority.

Supervisory employees subject to layoff may exercise their bargaining unit seniority and bump a less senior Detention Youth Care Specialist in his/her respective unit, provided he/she has the greater unit seniority and provided further, she/he can perform the available work.

- B. In the event of a layoff, an employee so laid off shall be given ten (10) calendar days notice of recall mailed to his/her last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

Section 4. Furlough

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

Furlough shall be by department and by classification.

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

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



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

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

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

Section 5. Controversies. Any controversy over seniority standing of any employee on the seniority list may be submitted to the grievance procedure.

Section 6. Loss of Seniority. An employee's seniority and his/her employment relationship with the Saginaw County Juvenile Detention Center and Saginaw County shall terminate upon the occurrence of any of the following:

- A. Voluntary quit.
- B. Discharge for cause and not return to work through the grievance procedure.
- C. Layoff or absence because of illness or injury not covered by Workers' Compensation for a continuous period in excess of the employee's seniority at the time of layoff or absence because of illness or injury for one (1) year, whichever is shorter, provided however, that absence due to compensable disability incurred during the course of employment shall not break continuous service, provided the employee has returned to work within five (5) 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.
- D. Absence from work for a period of three (3) consecutively scheduled work days without notification to the EMPLOYER.
- E. Retirement.

Section 7. Shift Preference. In December of each year, employees shall select which regular shift they work first by BFOQ-designated position(s), as described in Section 3, and second, by their bargaining unit seniority.

Bargaining unit seniority shall prevail in terms of assignment to first, second, or third shift after all BFOQ-designated positions, if any, have been filled.

Intrashift Assignment: At the discretion of the administration, staff may be reassigned positions within the shift selected by the employee first, second, or third.

Reassignment can be immediate; however, if assignment requires a change in days off, in other words working a different schedule, one week's prior notice shall be given.

Subject to BFOQ-designated positions, where an employee returns to work with medical restrictions and is assigned to the third (3<sup>rd</sup>) shift, the displaced third (3<sup>rd</sup>) shift employee shall be assigned to the regular shift of the medically restricted employee, except however, the displaced third (3<sup>rd</sup>) shift employee may exercise his/her seniority to bump the least senior employee in the same classification on another shift. The bumped employee shall be assigned the regular shift of the medically restricted employee. Shift preference shall take effect January each year.

Reassignment to the third (3<sup>rd</sup>) shift or other work assignment due to medical restrictions is at the EMPLOYER'S discretion.

ARTICLE 5  
NON-UNIT WORK

Section 1. Non-Unit Work. Employees who leave the classifications of work covered by this Agreement, but remain in the employ of Saginaw County, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit provided such return occurs within thirty (30) days of initial departure.

ARTICLE 6  
DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. Discharge and Suspension.

- A. The EMPLOYER may discharge or suspend any employee for just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the UNION and job steward affected. No warning notice need be given to an employee before he/she is suspended or discharged if the cause of such suspension or discharge is: (1) dishonesty or an illegal act while on the job; (2) drunkenness or use of intoxicating beverage on the job; (3) gross negligence resulting in a serious personal injury accident or serious property damage while on the job; (4) breach of confidentiality; (5) gross insubordination; or (6) fighting or threat of violence, or other

serious misconduct. Suspension or warning notice must be made in proper written form to the employee and the Union.

- B. Minor discipline such as oral warnings, written reprimand letters of coaching or counseling or constructive criticism shall remain in effect for purposes of disciplinary action for not more than two (2) years.

Section 2. Union Activities. Any employee, member of the UNION, acting in any official capacity whatsoever, shall not be discriminated against for their acts as such officer of the UNION so long as such acts do not interfere with the conduct of the EMPLOYER'S business, nor shall there be any discrimination against any employee because of UNION membership or activities.

ARTICLE 7  
ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. Definition, Purpose, and Coverage. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow downs, walkouts or any cessation of work, or lock outs. Grievances shall be limited to matters of interpretation or application of this Agreement.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION. In the event a matter cannot be settled in this manner, the question may be submitted to the grievance procedure as herein provided.

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

Step 1. Oral Complaint. Any person aggrieved by any action on the part of management under the terms of this Agreement shall have the right to orally inform his/her supervisor within three (3) working days of said action. Said supervisor shall have three (3) working days in which to give an oral response.

Step 2. Written Response. Any person aggrieved by any action on the part of management shall have the right to reduce said grievance to writing and submit same to his/her supervisor and to the County Personnel Department within five (5) working days of receiving the supervisor's response in Step 1. Said supervisor shall have seven (7) working days from receiving the grievance to respond in writing.

Step 3. In the event the grievance has not been resolved in Step 2, then the grievant may present the grievance to the Assistant Director of Detention

within five (5) working days of receiving the answer in Step 2. The Assistant Director of Detention shall have ten (10) working days from receipt of said grievance in which to render a decision. In the event the Assistant Director is not able to render a decision within ten (10) working days, then the Assistant Director, upon written notification to the UNION of same, shall automatically have an additional five (5) working days in which to answer said grievance.

Step 4. In the event said grievance is not resolved in Step 3 above, then the grievant may present the grievance to the Director of Detention within five (5) working days of receipt of an answer in Step 3. The Director of Detention shall have ten (10) working days from receipt of said grievance in which to render a decision. In the event the Director is not able to render a decision within the ten (10) working days, then the Director, upon written notification to the UNION of same, shall automatically have an additional five (5) working days in which to answer said grievance.

Step 5. Mediation. In the event said grievance is not resolved in Step 4 above, then the grievant shall have seven (7) working days from receipt of the answer to file with the Michigan Employment Relations Commission for mediation. Either party may write a letter to the Michigan Employment Relations Commission requesting that a representative be sent for the purpose of mediating said grievance. A copy of the request shall be sent to the other party. It is agreed by and between the parties that the Michigan Employment Relations Commission shall have the right to fully decide all matters before it, and it is furthermore agreed by and between the parties that in the event either party is aggrieved by the decision of the Michigan Employment Relations Commission, that party shall have twenty-one (21) working days from receipt of said notice of the decision of the Michigan Employment Relations Commission to file for arbitration with the Federal Mediation and Conciliation Service.

Step 6. Arbitration. In the event of failure to adjust the grievance prior to this point, either party may, within twenty-one (21) working days of a decision of the Michigan Employment Relations Commission, appeal to an impartial arbitrator. Notice of Appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of request for arbitration by either party, the other shall be obligated to proceed in the following manner:

- A. The parties shall attempt to agree upon an arbitrator.
- B. If the parties fail to agree upon an arbitrator within five (5) working days from the date of receipt of the request for arbitrator, the party requesting the arbitration shall, within ten (10) working days, submit the matter to the Federal Mediation and Conciliation Service asking for

selection of an arbitrator in accordance with its voluntary arbitration rules then in effect. Both parties shall have the right to alternately strike arbitrators until such time as an arbitrator can be agreed upon.

- C. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to change, alter, modify, add to or in any way disrupt the terms of the contract. The arbitrator shall have the power and jurisdiction to determine whether or not a grievance, dispute, or complaint is arbitrable under the terms and conditions of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without recommendation.
- D. The arbitrator shall conduct a hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.
- E. The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.
- F. The arbitrator's fees and travel expenses shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

Step 7. If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within fifteen (15) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The party shall then appeal to the Chief Judge of the Trial Court to hear the grievance de novo. The parties shall proceed in the following manner:

- A. The hearing shall be conducted in the manner prescribed by the hearing judge. The findings and recommendations of the arbitrator shall be admissible as evidence by either party. The hearing shall be held within thirty (30) calendar days upon notice to the Chief Judge.
- B. The Judge shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but shall

not have the power to alter, change, or modify the terms of the contract. The hearing judge shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without decision. The decision of the hearing judge shall be final and binding on both parties as to any and all matters.

- C. The hearing judge shall submit his/her decision in writing to both parties within thirty (30) calendar days from the date of the conclusion of the hearing or at such time as the court needs in order to render a decision.

Section 2. Limitations of Authority and Liability.

- A. No employee, UNION member or other agent of the UNION shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.

However, in all cases of any illegal strike, slowdown, walkout, or any unauthorized cessation of work, the UNION shall not be liable for damage resulting from such unauthorized acts of its members.

While the UNION shall undertake every reasonable means to induce such employees to return to their jobs during any such time period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the EMPLOYER shall have the sole and complete right of reasonable discipline. Such UNION member shall not be entitled to or have any recourse to any other provision of this Agreement.

- B. Grievance Rules. For purposes of this Article, working days are defined as Monday through Friday, excluding holidays.

Time limits may be extended in the grievance procedure by mutual agreement of the parties in writing. Written grievances shall be signed by the grievant and either the Chief Steward or Alternate, and/or the Union Field Representative unless the grievant is unable to sign the grievance because of extenuating circumstances. Grievances affecting more than one bargaining unit employee may be signed by the Chief Steward or Alternate and filed as a class action grievance.

Section 3. The EMPLOYER shall have the right to immediately discharge any UNION member participating in any illegal strike, slowdown, walkout or any other illegal cessation of work, and such UNION member shall not be entitled to have any recourse to any other provision of this Agreement.

Section 4. Should either party not accept and abide by the procedure set forth in this Article or the decisions resulting therefrom, then in such instance, either party shall have the right of other legal recourse.

Section 5. Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 7 of the Agreement may be summarily discharged by the EMPLOYER without liability on the part of the EMPLOYER or the UNION.

Section 6. The failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the EMPLOYER or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. As stated in Section 2(B), all time limits may be extended by mutual agreement. Any of the steps herein may be waived by mutual agreement of the parties.

## ARTICLE 8 STEWARDS

Section 1. Stewards. The EMPLOYER recognizes the right of the UNION to designate a Chief Steward and alternate from the EMPLOYER'S seniority list. The authority of the Chief Steward and alternate so designated by the UNION shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with their EMPLOYER or designated EMPLOYER representative, provided that the investigation of a grievance does not interfere with the normal operations of the EMPLOYER. The Assistant Director or the Director must first approve any interview of a resident which shall not be unreasonably withheld. Thereafter, the Assistant Director, the Director, or their designee must be present during the interview.
2. The collection of dues when authorized by appropriate UNION action.
3. The transmission of such messages and information, which shall originate with, and are authorized by the UNION or its officers, provided such messages and information:
  - a. have been reduced to writing; or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with EMPLOYER'S business.

Section 2. Representation Time. The Chief Steward or alternate shall be permitted reasonable time to investigate, present and process grievances on the EMPLOYER'S property without loss of time or pay during his regular working hours, and where mutually agreed to by the UNION and the EMPLOYER, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

The Chief Steward shall be granted super-seniority for layoff and rehire purposes.

## ARTICLE 9 LEAVES OF ABSENCE

Section 1. Employees shall be eligible to apply for leaves of absence after completion of their probationary period (six (6) months) of service with the EMPLOYER. Leaves of absence are for employees who require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Director of Detention. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Assistant Director of Detention shall indicate his/her approval or disapproval and return the decision to the employee with notification to the UNION as noted in Section 3. Employees shall be required to utilize any Paid Time Off (PTO) available to them while on approved leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) hours in his/her bank throughout the leave of absence if requested and granted through the appropriate court official prior to the approval of the leave of absence.

Section 3. Authorization or denial for a leave of absence request shall be furnished to the employee and the UNION by the EMPLOYER, and it shall be in writing.

Section 4. An employee on an approved leave of absence will continue to accumulate seniority, however, the time shall not count toward progression on the pay scale, holiday pay, funeral leave or PTO accrual.

Section 5. Military Leave. Except as herein provided, the reemployment 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 in County Policy No. 363 dated November 20, 2018, as amended.

Section 6. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report to the courthouse for jury duty.

A. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time spent in jury services. Seniority and benefits



will continue to accrue for the employee while on jury duty. Employees will be paid for the full day less amount received for jury duty.

- B. Employees shall be granted paid leave regardless of the shift they are working, provided, that an employee is actually summoned to appear as a juror. Employees who are merely asked to be placed in a jury pool but do not have to report to a jury assignment shall not be paid. Employees shall inform their supervisor of:
1. The alphabetical jury pool that they are placed in;
  2. The date and times to which they are to report; and
  3. All employees who are summoned as jurors who are required to remain at the courthouse for four (4) hours or less shall return to work, or shall be expected to work their regular shift.

Section 7. Witness Fees. Employees required either by the County of Saginaw or any other agency to appear before a court or such agency on any matter 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 with pay (as set forth in the following paragraph) for the period during which they are 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 the time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the EMPLOYER.

Section 8. Union Leave. The EMPLOYER agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the UNION to attend a labor convention or serve in any capacity on other official UNION business, provided forty-eight (48) hours' written notice is given to the EMPLOYER by the UNION, specifying the length of time off. No more than one (1) employee at any one time shall be granted UNION leave, except by approval of the Director.

Section 9. In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave, unless mutually agreed upon between the EMPLOYER and the employee before such leave starts.

Section 10. It shall be the duty of the employee to keep the EMPLOYER notified of his/her proper address and telephone number at all times.

Section 11. 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 excused without loss of pay, on those days which the employee has been scheduled to work for a period of four (4) work days. The employer may grant additional days, however, the employee shall be required to use PTO time for any additional days beyond the four (4) days specified in this section. This section shall not

apply to employees hired after the effective date of this contract, December 18, 2018. Employees hired after the effective date of this contract will follow County Policy #362, as amended on November 20, 2018.

Section 12. Family Leave. Policy shall be in accordance with standard County Policy #364, dated January 20, 2009, as amended, subject to law.

## ARTICLE 10 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) commencing on the date of hire and be credited on the first day of the month following thirty (30) days of service. Accrual will be in accordance with the following provisions:

- Employees with less than three (3) years of service shall accrue PTO in the amount of one hundred thirty-six (136) hours per year.
- Employees with three (3) years but less than five (5) years of service shall accrue PTO in the amount of one hundred fifty-two (152) hours per year.
- Employees with five (5) years but less than ten (10) years of service shall accrue PTO in the amount of one hundred sixty-eight (168) hours per year.
- Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of one hundred eighty-four (184) hours per year.
- Employees with fifteen (15) years but less than twenty (20) years of service shall accrue vacation in the amount of two hundred (200) hours per year.
- Employees with twenty (20) years or more of service shall accrue PTO in the amount of two hundred sixteen (216) hours per year.

Section 2. PTO shall be used in not less than 15-minute increments.

Section 3. Upon termination of employment due to resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of six hundred (600) hours (maximum payment of three hundred

(300) hours at employee's current rate of compensation) through date of termination that such employee has accrued.

Section 4. PTO time will be used in the following manner. There will be three (3) sub-categories of PTO time: STO for scheduled time off; UTO for unscheduled time off; and DTO for discretionary time off.

- STO: 1. Scheduled time off shall be defined as time off granted during January of each calendar year as requested by the employee. The EMPLOYER shall inform employees of their STO requests as soon as possible.
2. Scheduled time off shall be awarded based on seniority in reference to the period selected. Each employee shall receive one STO period per year, which shall not exceed ten (10) working days. STO periods shall be awarded to not more than one (1) male and one (1) female employee per period. An STO period is defined as any period of time from three (3) working days to ten (10) working days. The approval is for the leave period requested only. However, the actual granting of the leave is in the sole discretion of the administration.
3. All requests must be made no later than January 15 of each year. No request made after January 15 shall be honored, irrespective of the reason for delay.

DTO: Discretionary time, personal leave necessary from time to time that is scheduled forty-eight (48) hours in advance may be scheduled in any year with the approval of the administration and provided that it is for no less than eight (8) hours in length.

UTO: Unscheduled time off is limited to sixty-four (64) hours for emergency situations. After the use of sixty-four (64) hours of unscheduled leave, emergency absences will not be paid and will be referred to the progressive discipline process.

If an employee starts a leave period by utilizing unscheduled time off (failure to provide forty-eight (48) hours' advance notice with supervisory approval) any additional continuous time off will require EMPLOYER approval. Failure to receive EMPLOYER approval will result in all time off being counted toward the sixty-four (64) hour unscheduled time off limit. Period under review shall be from January 1 to December 31. At sixty-five (65) hours an employee shall receive a reprimand.

Violation of this section shall result in the following discipline:

- 56 hours letter or notice (This is a non--disciplinary letter)
- 65 or more hours not to exceed 72 is a written warning
- 0-8 additional hours is a one-day suspension
- 0-8 additional hours is a three-day suspension
- 0-8 additional hours further disciplinary action up to and including discharge

An employee exceeding 72 hours concerning the first occurrence will immediately be placed at the appropriate level.

Section 5. PTO time will be paid at the current rate of the employee at the time the time is used or paid, in the event of separation. 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 6. If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his scheduled time off (STO or DTO), his time off (STO or DTO) for the number of days documented as ill may be rescheduled with concurrence of a supervisor. Evidence of illness may be required by the EMPLOYER.

Section 7. PTO may not be waived by an employee and extra pay received for work during that period.

Section 8. When a holiday observed by the EMPLOYER falls during an employee's scheduled DTO, the holiday will be allowed and the DTO leave will be extended accordingly by request prior to taking vacation, provided the scheduled DTO covers five (5) or more continuous scheduled work days.

Section 9. Except as otherwise granted in this section and subject to FMLA Leave as provided by Article 9, Section 12, 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 EMPLOYER.

ARTICLE 11  
TARDINESS

Section 1. The EMPLOYER retains the right to establish policy and procedure regarding tardiness independent of the sixty-four (64) hours allowed for unscheduled time off, within the PTO article in this collective bargaining agreement.

ARTICLE 12  
DISABILITY LEAVE

Section 1. Disability Leave shall be in accordance with County Policy #361, as amended on January 19, 2021.

ARTICLE 13  
MAINTENANCE OF STANDARDS

The EMPLOYER agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specified provisions for change are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the EMPLOYER or the UNION in applying the terms and conditions of this Agreement if such error is corrected within one hundred eighty (180) days from the date of error.

ARTICLE 14  
INSPECTION PRIVILEGES

Authorized agents of the UNION shall have reasonable access to the EMPLOYER'S establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the EMPLOYER'S working schedule. The agent will schedule his visit in advance with the Juvenile Center Director.

ARTICLE 15  
POSTING - BULLETIN BOARDS

Section 1. Each employee shall be furnished a copy of this contract by the UNION.

Section 2. Union Bulletin Boards. The EMPLOYER agrees to provide suitable space for the UNION bulletin board. Posting by the UNION on such boards is to be confined to official business of the UNION.

ARTICLE 16  
INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired on or before November 9, 2004; and NEW EMPLOYEES are defined as bargaining unit members who are hired after November 9, 2004.

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 6 of this Article, it is agreed that employees shall pay zero percent (0%) of the premium cost of the high deductible health plan, unless the cost of the high deductible plan exceeds the "hard cap" limitations as established in PA 152, as amended (See Section 17). However, the County will "opt-out" of PA 152 during this contract. The County will employ the "hard cap" methodology in calculating the employee's monthly premium share of each plan year cost. The County will apply additional contribution up to \$827,400 each year to reduce the employee share above the "hard cap" calculation. In addition to the annual contribution up to \$827,400, the County will contribute \$500 to each eligible employee's health savings account (HSA) on or about January 1 or each subsequent year. The County will also contribute \$442,800 in American Rescue plan Act of 2021 funding to cover the cost of any eligible COVID-19 related medical claims incurred in 2021 against the 2022 plan year rates.

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

For any other plan offered at the EMPLOYER'S sole option, the costs will be apportioned as established by the EMPLOYER, but in no event shall the EMPLOYER'S costs exceed the "hard cap" calculation methodology set forth in 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, 1996, retiring from Saginaw County employment and his/her spouse at time of retirement will be eligible to continue with the group health insurance option in which they are enrolled, provided proper application is made prior to retirement and the employee is a member of the Plan on the date of retirement.
- b. An employee hired on or after January 1, 1996, upon retiring from Saginaw County employment, will be eligible for single health care coverage (employee only) and may not purchase coverage for non-covered dependents, except as permitted under COBRA.

- c. NEW EMPLOYEES hired after November 9, 2004, 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 Part 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 November 9, 2004]. 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) or its equivalent per the Employer's agreement with MERS.

For NEW Employees, the Employer will contribute one percent (1%) of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute 0.25% of their salary. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

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, and 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 employees attainment of age 65 but less than age 70 to 92% and age 70 and over to 90%. Employees who retire will be insured for Four Thousand and 00/100 dollars (\$4,000.00) group term life.

Section 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 Ten Million and 00/100 Dollars (\$10,000,000.00) 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 as 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 select or change the insurance carrier of the plans in this Article at its discretion after first informing the UNION of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained.

Section 17. Compliance with Laws. It is the intent of the Employer and Union that this Agreement comply with the federal Patient Protection and Affordable Care Act (PPACA). Any provisions in this Agreement that are in conflict with PPACA shall be superseded thereby. During the term of this Agreement, the Employer shall opt out of PA 152 and rates will be calculated as indicated in Section 2 of this article.

## ARTICLE 17 WORKERS' COMPENSATION

Section 1. Workers' Compensation. An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven (7) calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than one hundred percent (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, she/he shall reimburse the County for the amount of overpayment. Reimbursement may be made by assignment to the County on the employee's behalf of future monies due to the employee from the insurance company in the amount of the overpayment. Subject to the rights afforded the Employer and Employee by applicable Workers Compensation law, the Employer and Employee agree to cooperate toward the prompt settlement of Employee's on-the-job injury and sickness claims. The County reserves the right to provide fringe benefits as allowed by appropriate Workers' Compensation rules, regulations or laws. Fringe benefits which will continue for one (1) year are health, dental, life, and vision insurance, subject to appropriate employee premium shares and PA 152 requirements.

Section 2. All employees shall be covered by the applicable Workers' Compensation law. At the employee's option, to be designated once at the beginning of the injury term, PTO banks may be used to supplement the Workers' Compensation benefits up to, but not to exceed, their regular level of take home pay.

The County reserves the right to report as a lost fringe benefit all benefits permitted by law to be reported as such. These include health, dental, life insurance, time off accrual, and longevity.

ARTICLE 18  
SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of the Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE 19  
HOURS OF WORK, OVERTIME. AND PREMIUM PAY

Section 1. All employees covered by the labor agreement shall be guaranteed forty (40) hours work or pay during any week they are scheduled to work and they report to work as scheduled. The forty (40) hour guarantee does not apply to part-time employees. The work week consists of seven (7) consecutive calendar days beginning on Sunday and terminating on the following Saturday. In the event that any employee does not work of his volition during one of his regularly scheduled days, or is not scheduled to work due to a paid holiday, his/her weekly guarantee shall be reduced on the basis of eight (8) hours for each day.

Section 2. The rate for overtime shall be time and one-half times the employee's regular hourly rate as contained in the Wage Rate Progression Schedule, Article 24. Overtime shall be paid for all hours actually worked over forty (40) hours in the normal work week. Consecutive shifts shall be treated as occurring in the same day. Any employee who begins a shift on one (1) calendar day and finishes the shift on the following calendar day shall be paid for the entire shift at the rate applicable to the first (1st) hour of the shift.

Section 3. Payment for time not worked, except scheduled time off (STO) and discretionary time off (DTO), granted following appropriate (proper notice, ability to fill and approved by a supervisor) request procedures is excluded from overtime computation. Pyramiding of overtime is forbidden. Weekly overtime premiums shall not be paid for hours already paid under daily overtime or holiday premium rates, only if overtime pay and holiday fall on the same day.

Section 4. An employee shall be contacted for overtime work by a shift supervisor or another designated employee. An employee accepting overtime must accept all hours offered.

Overtime shall be assigned as follows: If the position is a BFOQ-designated position, as described in Article 4, Section 3, it shall be assigned first on the basis of its BFOQ-designated status, then by bargaining unit seniority; if the position is not a BFOQ-designated position, then it shall be assigned on the basis of bargaining unit seniority. Emergency circumstances may require the Detention Director to assign overtime not in accordance with this Section.

Section 5. The EMPLOYER shall continue to use on-call, part-time non-bargaining unit employees when deemed necessary and shall utilize the services of such employees to fill in for regular full-time employee absences at straight time rate prior to assigning overtime to regular full-time employees.

Section 6. No overtime shall be permitted without the authorization of an employee's supervisor. When additional hours are required, the EMPLOYER shall first exhaust the on-call, non-bargaining unit employees. If additional hours are still required, which would result in time and one-half payment for such additional hours, then the regular seniority employees services shall be exhausted before scheduling on-call employees for such time and one-half hours. The EMPLOYER retains the right to order daily overtime as required in emergency situations and personnel shortages.

Section 7. All employees covered by this Agreement shall be paid for all time spent in the service of the EMPLOYER. Time shall be computed from the time that the employee punches in at work until the time he punches out from work, in accordance with the employee's scheduling by her/his supervisor.

Section 8. All regular employees covered by this Agreement shall be paid in full biweekly. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

## ARTICLE 20 HOLIDAYS

Section 1. Employees shall be paid eight (8) hours pay (holiday pay) at the straight time rate for the following holidays:

New Year's Day (January 1)  
Martin Luther King, Jr.'s Birthday (third (3rd) Monday in January)  
Presidents' Day (third (3rd) Monday in February)  
Good Friday  
Memorial Day (last Monday in May)  
Juneteenth (July 19)  
Independence Day (July 4)  
Labor Day (first (1st) Monday in September)  
Veterans' Day  
Thanksgiving Day (fourth (4<sup>th</sup>) Thursday in November)  
Day after Thanksgiving Day

Christmas Eve Day (December 24)  
Christmas Day (December 25)  
New Year's Eve Day (December 31)

Holidays shall be celebrated on the actual day.

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

Section 3. In order to qualify for holiday pay, an employee must work his/her scheduled day immediately preceding and following the holiday or be on an approved scheduled time off (STO) period or discretionary time off (DTO) period. An employee who schedules a STO or DTO period on the day of a holiday shall not be paid holiday pay, except as provided in Article 10.

Section 4. An employee who calls in utilizing unscheduled time off (UTO) on a holiday on which he/she is scheduled to work shall not receive holiday pay. Unscheduled time off (UTO) is defined in Article 10.

Section 5. Holidays to which holiday pay will be available to qualified employees are set forth by the specific date above noted in Section 1 of this Article.

## ARTICLE 21 GENERAL PROVISIONS

Section 1. Job Openings. In the event of job openings covered by this Agreement, the EMPLOYER will give consideration to employees based upon their qualifications, experience, and seniority.

In considering employees for job openings, the EMPLOYER will not discriminate against employees because of their sex, color, creed or ethnic origin or any other protected class status as recognized by state or federal law, unless a bona fide occupational qualification applies.

Section 2. Working out of Classification. Employees may be directed by the Department Head or Supervisor to perform duties above their classification. Employees who are temporarily requested to perform duties above their classification shall be paid at the lowest merit step in the new pay grade which is at least 5% above the salary the employee is 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 3. Employee Identification Cards. The EMPLOYER shall furnish employees identification cards to establish identity as employees of the facility. Said cards shall be returned to the EMPLOYER in the event of employment separation.

Section 4. Separation of Employment. Upon discharge or resignation, the EMPLOYER shall pay all monies due to the employee by the pay day following the pay period in which the separation occurred.

Section 5. Staff Meetings. Staff meetings required by the EMPLOYER shall be considered work time, and employees shall be paid for such time. Such meetings will be held in a private room. Employees shall receive a minimum of two (2) hours pay when called in for staff meetings not in conjunction with their regular shift.

Section 6. Clothing, Glass Replacement. The EMPLOYER shall pay the usual and customary cost of repairing an employee's glasses or clothing which are damaged at work during an inmate altercation in which the inmate is being restrained or an incident caused by an inmate, provided a written report is made by the end of the shift in which the altercation occurred.

Section 7. Security Protection. The County shall provide security personnel for the protection of employees during visiting hours.

Section 8. Meal Period. First and second shift employees shall have their meals furnished by the EMPLOYER. Employees will not have a non-working unpaid meal period; the present practice of eating while on duty shall be retained.

Section 9. Mileage. Mileage and travel policy shall be in accordance with standard County policy.

Section 10. General Safety. The EMPLOYER and UNION will meet in regard to safety issues by using the special conference section of this collective bargaining agreement. Employees shall advise the EMPLOYER of safety issues in writing prior to the conference date and time.

Section 11. Professional Membership. The EMPLOYER shall make available group membership in the Michigan Juvenile Detention Association to all bargaining unit members.

Section 12. Dress. The EMPLOYER shall determine, pursuant to policy, the appropriate dress for employees. When policy changes occur, the administration shall first meet with the Union Steward for input, however, the final policy determination shall be that of the administration. Decisions shall not be arbitrary or capricious. Unless the administration determines to implement full staff uniforms, pants and shirts, the administration agrees to allow staff to wear good quality dress blue jeans – not torn, ripped, stained, faded etc. in accordance with current detention policy as of 10/28/03.



Section 13. Part Time Employment. Employees shall be permitted to engage in part-time or outside employment upon approval of the Director. Approval must be sought on an annual basis. Approval may be revoked with notice at any time when, in the discretion of the Director, which shall not be arbitrary or capricious, the part-time employment interferes with the employee's ability to perform their duties as a DYCS competently.

Section 14. Notification of Absence Due to Illness. An employee who finds it necessary to be absent from his/her work shift due to illness, shall notify a supervisor at least two (2) hours prior to the beginning of the duty shift.

Section 15. Background Checks. Background checks will be conducted at a time and in a manner established exclusively by the Employer and may include, but may not be limited to review of the following:

- a. DHS Central Registry
- b. State Criminal History
- c. Federal Criminal History
- d. Local Criminal History
- e. Driving Record

Should a background check result in a finding that a bargaining unit employee has been convicted of a crime, is listed on the DHS Central Registry or has otherwise compromised his/her ability to carry out the duties of the DYCS position, the Employer shall act accordingly, which may result in the issuance of discipline, up to and including discharge.

The Employer may, for good cause and with notice to the Union, conduct a background check on a bargaining unit employee in addition to the annual background check when in the best interest of the detention facility operation.

Any discipline imposed as a result of the Employer conducting background check(s) shall be subject to the grievance procedure as set forth in Article 7.

Section 16. Union Bargaining Committee. The bargaining committee of the Union will include not more than two (2) employees of the Employer and not more than two (2) non-employee representatives of the Union. In the event that negotiation meetings are held at the time when an employee representative would normally be on duty, the employee will be paid at his/her regular rate but only for those hours that he/she would normally have been working. If negotiation meetings are held during an Employee's non-working time, he/she will not be compensated for his/her attendance.

Section 17. 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 18. 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 22  
RETIREMENT

Section 1. Retirement. The retirement program shall be as follows:

For employees enrolled in the MERS Defined Benefit Retirement Program as of November 9, 2004, the following shall apply:

The Michigan Municipal Employees Retirement System Plan B-3, 55/20, FAC-5, V-6, not to exceed eighty percent (80%) of members final average compensation.

All employees hired after September 1, 1994, shall be members of the Saginaw County Defined Contribution Plan (DC Plan) formerly administered by the International City/County Managers Association. The County reserves the right to change administrators if it appears that it is in the best interest of plan members. All individuals transferred into the unit from Saginaw County employment who are covered by the DC Plan shall continue with that plan.

The DC Plan provides the following benefits for employees hired between September 1, 1994 and November 9, 2004, inclusive:

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

The DC Plan provides the following benefits for employees hired after November 9, 2004:

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

As soon as practical after ratification of the contract: (1) those employees in the six percent (6%) employer contribution and zero percent (0%) employee contribution shall complete the appropriate paperwork to transition into the nine percent (9%) employer contribution and three percent (3%) employee contribution option, (2) those employees in the three percent (3%) employer contribution and zero percent (0%) employee contribution will complete the appropriate paperwork to transition to the six percent (6%) employer contribution and six percent (6%) employee contribution option.

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 contributions 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 or more	100 %

Employees can select from the investment options provided by DC Plan administrator to utilize for their portion of the retirement contributions and after one hundred percent (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.

ARTICLE 23  
SPECIAL CONFERENCES

Special conferences between the parties' representatives shall be arranged to discuss important matters. Either party may request a special conference by sending the other party a written request for the conference, outlining the issue(s) on an agenda, to be discussed. Either party may have up to three (3) representatives present at the meeting. Bargaining unit representatives will not lose any wages for time spent while at the meeting. Meetings shall be held no later than two (2) weeks after receipt of request for the special conference as received by either party, unless otherwise agreed. The purpose for a special conference is for the parties to attempt to mutually resolve problems that may arise and shall not be used for purpose of collective bargaining on contract issues. There shall be no more than three (3) special conferences annually. No issues raised by this provision shall be subject to the terms and conditions of the collective bargaining agreement.

ARTICLE 24  
EXAMINATION

Section 1. Examination. Physical, mental or other examinations required by a governmental body of the EMPLOYER shall be promptly complied with as a condition of employment. Juvenile Detention Center employees are required by law to have annual physicals. Juvenile Detention Center employees will receive a written notice from the Director of Detention or the Detention Medical Department that an annual physical is due. From the time of the notification, each employee shall have forty-five (45) days to complete his/her physical requirements and return the completed report to the Director of Detention or his designee. The Detention Facility will provide a doctor to complete the physical which will be paid for by the EMPLOYER. The employee may elect to have his/her personal physician perform the

annual physical. In that case, the employee will pay for the examination or, if covered, the employee's insurance will pay for the examination. The EMPLOYER shall pay only for the time actually spent in a doctor's office (not to exceed two (2) hours) and not for any transportation costs to and from the doctor's office for the purpose of completing the physical. Employees will not schedule their physical examination during working hours unless approval is received from the Director of Detention or his designee prior to scheduling the physical examination.

ARTICLE 25  
LONGEVITY PAY

Section 1. Longevity Pay for Employees hired on or before November 9, 2004 only. Employees who have completed five (5) 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. Regular full-time employees shall receive Seventy and 00/100 Dollars (\$70.00) for each full year of continuous service.

An employee who retires or dies during the year prior to December 1st shall be entitled to a pro-rata longevity bonus for the number of months since the previous December 1st of the date of retirement or death.

Employees hired after November 9, 2004 shall not be eligible for nor shall they receive Longevity Pay.

ARTICLE 26  
TERMINATION

This Agreement shall be in full force and in effect from the date of agreement between the parties, to and including, September 30, 2024 and shall continue in full force and effect 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 the date of expiration.

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 September 30th of 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.

ARTICLE 27  
WAGE RATE PROGRESSION SCALE  
(SEE ATTACHED EXHIBIT "A")



EXHIBIT "A"

WAGE RATE PROGRESSION SCALE  
December 14, 2021 – September 30, 2024

Detention Youth Care Specialists

Wages are set forth in the attachment

Consideration of Wages in Fiscal Years 2022, 2023 and 2024

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

Employees will be provided a one-time signing bonus of Three Hundred Dollars (\$300.00) that does not represent an across the board wage increase. The purpose of this signing bonus is to close these contract negotiations expeditiously. The signing bonus is only applicable to those groups who settle their Collective Bargaining Agreements and have same ratified before December 14, 2021. The signing bonus will be paid as soon as practical after ratification of this Agreement by the Union and approval by the Saginaw County Board of Commissioners.

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 requisite 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.

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

Direct Deposit shall be mandatory.

SAGINAW COUNTY GOVERNMENT  
SCHEDULE OF SALARY PROGRESSION  
ANNUAL AND BI-WEEKLY EFFECTIVE 12/15/2021

UNION I		POAM DET YOUTH SPEC		DETENTION SPECIALIST CLASSIFICATION				
SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)	
T10	36,815.00 1,415.96	38,102.00 1,465.46	39,436.00 1,516.77	40,816.00 1,569.85	42,245.00 1,624.81	43,724.00 1,681.69	45,254.00 1,740.54	46,838.00 1,801.46
T13	45,099.00 1,734.58	46,677.00 1,795.27	48,312.00 1,858.15	50,001.00 1,923.12	51,752.00 1,990.46	53,563.00 2,060.12	55,439.00 2,132.27	57,378.00 2,206.85
								48,478.00 1,864.54
								59,387.00 2,284.12

Category: 300

Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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



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

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

8. RETIREE ELIGIBILITY:

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

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

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

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

Category: 300  
Number: 361

Subject: **DISABILITY LEAVE**

1. **PURPOSE:** It is the purpose of this policy to establish a system of uniform and appropriate rules and regulations regarding employees who are unable to work due to non-work related reasons.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
4. **RESPONSIBILITY:** The Controller's Office shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:** For purpose of this policy, regular full-time employees may hold probationary status and qualify for leave.
6. **POLICY:**
  - 6.1 **Coverage.** A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work related nature is eligible to apply for disability leave (described in 6.2) the first day of the month following the completion of thirty (30) days of service. Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy # 341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available. Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty [40] hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority, whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

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

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

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

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

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

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

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

- 6.5 Social Security Offset. Disability payment described herein shall be offset by any Social Security disability payment or insurance settlement relating to such disability (subject to language contained in a collective bargaining agreement) due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the County for any period paid by Social Security shall be repaid by the employee to the County.
- 6.6 Returning to Work. The employer will ensure that employees are able to return to the workplace as quickly and safely as possible. All employees will be evaluated for possible accommodations in accordance with the County's Americans' with Disabilities Act (ADA) Policy.
- 7. ADMINISTRATIVE PROCEDURES: NONE
- 8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

\_\_\_\_\_  
Saginaw County Controller/CAO

\_\_\_\_\_  
Saginaw County Civil Counsel

ADOPTED: November 23, 1999

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

Category: 300  
Number: 362

Subject: **BEREAVEMENT LEAVE**

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

7. ADMINISTRATIVE PROCEDURES: NONE
8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

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

Category: 300

Number: 363

Subject: **LEAVE OF ABSENCE**

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

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



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

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE PROCEDURES: None.

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: April 23, 2002

AMENDED: October 25, 2005; November 20, 2018

Category: 300

Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

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

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

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

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

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

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

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

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

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

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

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

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

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

### 7.3 Employer/Employee Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. ADMINISTRATIVE PROCEDURES: None

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009





## Saginaw County, G-1147

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

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

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

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

Benefit Description	\$1,400 Deductible HSA Plan Prescription Drug Benefit
<p><b>Prescription Drugs</b> Drugs Purchased <u>Before</u> the In-Network Medical Deductible is Satisfied</p> <p>Drugs Purchased <u>After</u> the In-Network Medical Deductible is Satisfied</p> <ul style="list-style-type: none"> <li>• 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.</li> </ul> <p>Mail-Order Prescription Drug Co-payments (90-Day Supply)</p> <p>Drugs Purchased <u>After</u> the In-Network Medical Total Maximum Out-of-Pocket is Satisfied</p>	<p>The covered person must pay the full cost of the prescription at the time of purchase. The amount paid to purchase an eligible prescription drug will apply toward the in-network medical deductible. If an eligible prescription drug is purchased at a pharmacy within the appropriate network, through the Mail Service Program, or through the specialty pharmacy the covered person may receive a discount toward the purchase price of the drug. The availability and amount of the discount will depend on the type of medication, whether the drug is brand-name or generic, and the dosage.</p> <p>\$10/Rx Formulary Tier 1 drug, \$40/Rx Formulary Tier 2 drug, \$80/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p>\$20/Rx Formulary Tier 1 drug, \$110/Rx Formulary Tier 2 drug, \$230/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p>Plan pays 100% of the purchase price; no co-payment applies</p>
<p><b>Special Notes about Prescription Drug Coverage:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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 <b>plus</b> the difference in price between the brand-name drug and its generic equivalent.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Special coverage terms may apply to certain Specialty Prescription Drugs included in the Navitus Specialty Access Program. As used in this benefit, the term "Specialty Prescription Drug" means a prescription drug identified on the drug list maintained by the PBM that includes drugs typically used to treat complex medical conditions. Coverage available under this benefit for Specialty Prescription Drugs may be reduced or may only be available if the covered person participates in all program requirements or if patient advocacy programs fail to provide a solution. Advocacy solutions come from a variety of sources, including manufacturer assistance programs, copay cards, and grants. Specialty Prescription Drug purchases will be limited to a 30-day supply, and prescriptions for such drugs must generally be filled through Lumicera Health Services specialty pharmacy or the drug will not be eligible for coverage under the Plan. For additional information about Specialty Prescription Drugs, including information about which drugs are currently on the PBM's Specialty Prescription Drug list and coverage terms that apply, the covered person can contact the PBM at the telephone number on the front of the identification card.</li> <li>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.</li> <li>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.</li> <li>9. Diabetic needles/syringes will be covered at 100% with no medical deductible or prescription drug co-payment applied.</li> </ol>	

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



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

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

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

**Deductible** - None.

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

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

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

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

#### Quality Dental Program

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

#### Online Access

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

#### A Healthy Smile

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

#### Questions?

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



# Your Vision Benefits Summary



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

## Using your VSP benefit is easy.

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

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

## Best Eye Care

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

## Choice in Eyewear

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

## Plan Information

**VSP Coverage Effective Date:** 07/01/2018

**VSP Provider Network:** VSP Choice

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

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

1. Brands/Promotion subject to change.

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

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