

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE

70TH DISTRICT COURT

AND

THE COUNTY OF SAGINAW

AND

DISTRICT COURT PROBATION OFFICERS

REPRESENTED BY
GOVERNMENTAL EMPLOYEES LABOR COUNCIL

December 14, 2021 to September 30, 2024

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- Saginaw County Policy #341 - Paid Time Off (PTO)
- Saginaw County Policy #353 - Wellness Activity Reimbursement
- Saginaw County Policy #361 - Disability Leave
- Saginaw County Policy #362 - Bereavement Leave
- Saginaw County Policy #363 - Leave of Absence
- Saginaw County Policy #364 - Family and Medical Leave

AGREEMENT

THIS AGREEMENT, entered into on December 14, 2021, between the SAGINAW COUNTY 70TH DISTRICT COURT, hereinafter referred to as “Employer”, SAGINAW COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as “Funding Unit”, and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, SAGINAW COUNTY 70TH DISTRICT COURT PROBATION OFFICERS UNIT, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive representative of all full-time regular employees of the Court classified as Probation Officers employed by the Employer for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the operations of the Employer, and its respective departments, is solely a responsibility of the Employer, and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Employer, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or the United States of America.

Section 2. In addition to all such rights conferred by law, the Employer and its department heads reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings; the work to be performed within the bargaining unit; the amount of supervision necessary; the methods of operation; the schedules of work; the right to purchase work, processes or services of others; the selection procurement; design, engineering and control of tools, equipment and materials; the discontinuance of any services, material or methods of operation; the quantity and quality of service; the right to hire, suspend, demote, discharge for just cause, assign, promote, or transfer employees; to determine the amount of overtime, if any, to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to direct the work force, assign work and determine the number of employees assigned to each job classification; to establish, change, combine or discontinue job classifications; and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations.

Section 3. In accordance with the Management rights outlined in this Collective Bargaining Agreement, the EMPLOYER shall have the exclusive right to determine job duties and job classifications subject to the Union’s right to grieve the determination. The Union shall be furnished one copy of the job description for each classification of the Bargaining Unit, and shall be provided a copy of all new job descriptions and rate of pay assigned to each position. Any change in the salary structure or wages will be subject to the right of the parties to bargain under

the terms of the Collective Bargaining Agreement. Any salary increase determined by a compensation study for any job classification, will be implemented by the EMPLOYER over a five (5) year period of time. Any salary increases in those job classifications not involved in the compensation study will be set through negotiations or through a market analysis.

Section 4. 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 3 UNION MEMBERSHIP AND DUES

Section 1. Union Membership and Compliance with PA 349 of 2012. The parties acknowledge the rights, responsibilities and prohibitions that are contained in Public Act 349 of 2012 (PA 349). PA 349 shall supersede any term or condition in this Agreement that is in conflict with PA 349. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

Section 2. The Employer agrees to make Union payroll deductions twice each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

Section 3. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

Section 4. Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

Section 5. The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be

controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

Section 6. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.

Section 7. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 8. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 9. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

Section 10. Union to Indemnify Employer. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and all other forms of liability by reason of conduct or action taken by the Employer for the purposes of complying with this Article of the Agreement, including but not limited to deductions made under this Agreement that are determined to be a violation of PA 349.

ARTICLE 4 REPRESENTATION

Section 1. Unit Chairperson. The Employer hereby agrees to recognize one (1) unit chairperson and one (1) alternate chairperson. The unit chairperson must be a full-time bargaining unit Union member with at least one (1) year of seniority. It shall be the function of the unit chairperson to meet with representatives of the Employer for purposes of negotiations and in accordance with the procedures established in the grievance procedure of this Agreement.

Section 2. Alternate Chairperson. The alternate chairperson shall function only in the absence of the unit chairperson.

Section 3. Notice. The Union shall notify the Employer, in writing, of the names of the unit chairperson and alternate chairperson and any subsequent changes thereof within three (3) days.

Section 4. Chairperson(s) Time. It is understood between the Employer and the Union that all such time of chairpersons shall be devoted exclusively to the prompt handling of grievances and negotiations and shall not be abused by such Employees. Therefore, the privilege of chairpersons to leave their work stations after explanation to the Supervisor, or Director in the absence of the

Supervisor, during working hours without loss of pay is granted.

Section 5. The Employer agrees to give the unit chairperson and one (1) alternate chairperson up to eight (8) hours of paid time each calendar year to attend Union training.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall deem to exist whenever a disagreement occurs between the Employer and one or more Employees represented by the Union as to the interpretation or the application of a specific provision of the Agreement. Such disagreement shall be considered a grievance and shall be addressed pursuant to the grievance procedure.

Section 2. Procedures.

Step 1: Any Employee having a grievance, or one designated member of a group of Employees having a common grievance, shall first discuss the matter with the Probation Director, or Court Administrator in their absence. The Employee shall have the right to have the chairperson present during the discussion. The Probation Director or Court Administrator, the Employee, and the chairperson will attempt to resolve the grievance. If the grievance is not resolved through this Step, the Employee shall reduce the grievance to writing which shall be signed by the Employee and the chairperson and be presented to the Chief Judge of the Trial Court. A copy will also be furnished to the Saginaw County Personnel Department.

Step 2. A meeting shall be held within ten (10) days of the date the grievance was presented to the Chief Judge. The meeting shall be set by the Chief Judge and attended by the Chief Judge, the grievant, the Employer's representatives, the chairperson and the Union Field Representative. The parties shall discuss the matter in an attempt to resolve the grievance. The Chief Judge shall issue a written answer to the grievant within ten (10) days after the date of the meeting. The Chief Judge's decision shall be final and binding on all parties. In the event the Chief Judge shall solely initiate disciplinary proceedings against a member of the bargaining unit, the Chief Judge shall recuse himself/herself from acting as the final arbiter for that specific grievance. However, nothing herein shall be construed to prevent the Chief Judge from acting as the final arbiter in any other circumstance, including but not limited to those situations wherein the Chief Judge is responsible for making final decisions regarding discipline, up to and including discharge. This Section shall not be construed to impair or restrict the duties and/or authority of the Chief Judge.

Section 3. Grievance Procedural Rules.

- A. All grievances shall be presented within ten (10) days of the occurrence which gave rise to the grievance or which the grievant had reasonable knowledge of the grievance. Failure to do so shall render the grievance moot.
- B. Whenever the term working day is used in the grievance procedure, it shall be defined as Monday through Friday excluding Saturday, Sunday and holidays.

- C. Grievances involving any disciplinary action must be filed in writing within three (3) days of the disciplinary actions. Failure to do so shall render the grievance moot.
- D. Time Limits. The time limits within the grievance procedure may be extended by mutual agreement between the Employer and the Union, provided that such extension is in writing and signed by the parties.

ARTICLE 6
PROBATIONARY EMPLOYEES

Section 1. Probation Period. All newly hired employees shall serve a probationary period of six months (180 days) which shall be regarded as a trial working period of employment in order to assess the employee's ability to perform the job, work habits, attendance and other work-related characteristics. Regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits.

Section 2. Service & Seniority. A probationary employee's service with the court may be terminated at any time by the Judge for any reason and the employee shall have no recourse to the grievance procedure.

Once a probationary employee has completed the trial period, he/she shall be given seniority back to his/her hire date.

ARTICLE 7
SENIORITY

Section 1. Definition. Seniority shall be defined as the continuous length of service with Saginaw County 70th District Court allowing the following definitions of service:

- A. Full-time temporary service which immediately precedes the transfer of an employee to a regular full-time position.
- B. Regular part-time service which immediately precedes the transfer of an employee to a regular full-time position shall be given half credit for continuous service.
- C. All time spent on an approved leave of absence except which time shall not be considered for vacation and personal leave accrual.

Section 2. Loss of Seniority. Employees shall cease to have seniority and employment shall cease for the following reasons:

- A. Voluntarily leaves the employment of the Employer or accepts a position with the County in a classification of work not covered by this Agreement.

- B. Is discharged.
- C. When absent from work three (3) consecutive working days, without notification to the Employer.
- D. When an employee, if called back after layoff, does not advise the Employer by telephone, in writing, or in person of his/her intent to return to work within three (3) working days after such recall.
- E. When an employee does not report back to work upon expiration of a leave of absence, including disciplinary layoff, unless the employee furnished adequate proof to the Employer that it was impossible for the employee to report; or the employee accepts employment elsewhere during a leave of absence (exclusion vacation) without written authorization from the Employer.
- F. When an employee is laid off for a period of twenty-four (24) months, or an amount of time equal to their seniority, whichever is less.
- G. When an employee is on a disability leave for a period of more than one (1) year unless extended by the Employer. However, if an employee has lost seniority pursuant to this provision and subsequently is able to return to full-time employment, the employee will notify the County Personnel Department and for a period of one (1) year will be given consideration by the Employer for any vacancies in the department covered by this Agreement.
- H. When an employee works for another Employer while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer.

Section 3. Layoff Procedure. In the case of layoff or reduction in force, seniority shall be applied as follows:

- A. Probationary employees will be laid off first.
- B. Part-time employees will be laid off next.
- C. If an additional reduction in force is necessary, the Court will lay off the employees by date-of-hire seniority. (Inverse order; last in, first out.)

Section 4. Layoff Notification. The Employer shall notify the Union two (2) weeks in advance of a layoff; but in no event shall the notice to the Union be later than one (1) week prior to the layoff. The notice will contain the names of the employees to be laid off, the time and date of layoff and the reasons therefore. The Employer will also post a duplicate notice of the layoff list on the court bulletin board.

Section 5. Recall Procedure. Recall to work of laid off employees shall be in accordance with the reverse order of the layoff procedure or the principle that those with the longest established

seniority be called back to work first. In the event of a call back the Employer may place any other employee available in such position without prejudice and without liability.

Section 6. Employee Address - Responsibility For. It shall be the responsibility of employees to notify the Employer, in writing on forms provided by the Payroll Division, within five (5) days of any change of address or change of telephone number. A copy of this form will be given to the Union. Neither the County nor the 70th Judicial District Court has the responsibility to determine the correctness of this address or telephone number. The Employer shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

Section 7. Seniority Lists. The Employer shall post a seniority list of all employees having seniority rights. The list shall be updated when necessary and at least once each year.

Section 8. Furlough. Furlough is a reduction of hours of an employee, which management may specify by department and by classification.

Furlough shall be by department and by classification.

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

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

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

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

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

ARTICLE 8 TEMPORARY TRANSFER

Section 1. Work by Supervisors. Supervisory employees shall not perform work which will

deprive an employee of their regular job, but shall not be construed to prevent supervisory employees from the following situations:

- A. The instruction and/or training of employees.
- B. In emergency situations or scheduled leaves of absence where there are not bargaining unit employees available to do the work.
- C. From bargaining unit work on an unscheduled basis and such work does not displace or otherwise erode bargaining unit work.
- D. Whatever work is assigned by either the Chief Judge or any other Judge of the 70th District Court.

Section 2. Temporary Transfer. In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Employer may fill such temporary job vacancy for a period not to exceed sixteen (16) weeks or such longer time as may be mutually agreed upon by the Employer and the Union.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1. Definitions.

- A. Work Day. For purposes of computation of pay, a work day is eight (8) hours.
- B. Work Week. For the purposes of computation of pay, a work week is forty (40) hours within a five (5) day work week (Monday thru Friday).
- C. Pay Period. For the purposes of computation of pay, a pay period is considered eighty (80) hours of work within a two (2) week work period, unless the County changes the computation county-wide.
- D. Pay Day. The day upon which an employee is paid is referred to as a pay day. Employee pay will cover two (2) weeks of work preceding the week in which the pay check is issued.

Pay checks are direct deposited into an employee's bank account on the Friday of the pay period. If a holiday falls on a pay day, employees will be paid on the day before the holiday, whenever possible.

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 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.

ARTICLE 10
HOLIDAYS

Section 1. Days of Celebration. The following are holidays with pay for all regular full-time employees scheduled to work on such days:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Good Friday	
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 2. Alternate Days. If one of the holidays listed above should fall on a Sunday, the next Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, excluding Christmas and New Year's Day, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before.

Section 3. In the event that Saginaw County shall cease to recognize one (1) or more holiday(s) listed under Section 1, the parties agree to open this issue for bargaining.

ARTICLE 11
PAID TIME OFF (PTO)

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

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

Employees with zero (0) months and 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 PTO 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. Termination of Employment. Upon termination of employment due to the 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 separation that such employment has accrued.)

Section 3. Temporary and Part-time Employees. Temporary and part-time employees shall not be entitled to PTO leave.

Section 4. Holidays. If a holiday, as defined in Articles 10 of this Agreement, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work the holiday.

Section 5. Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.

Section 6. PTO Schedules. PTO schedules for employees shall be developed by the department heads and must have their approval. It shall be the practice of each department head to schedule PTO over as wide a period as possible in order to obviate the need for temporary increases in personnel. PTO time may be taken in fifteen (15) minute increments from PTO bank with advance approval of the department head.

The use of personal leave or PTO hours for personal reasons other than vacations is a request and shall be approved prior to use in increments not less than fifteen (15) minutes.

PTO must be taken in chronological and sequential order in accordance with the excused absence(s) during the payroll reporting period, (unless the absent time is an approved unpaid leave).

Employees may utilize PTO twice per year in lieu of a tardy violation. This PTO time shall be allowed without prior approval. Violations of the District Court's tardy policy beyond the

utilization of PTO shall be treated according to the progressive steps of the discipline policy.

Section 7. Absence - PTO Bank. Except as otherwise granted in this section and subject to FMLA Leave as provided in Article 14, Section 8, 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 Chief District Court Judge or his/her designee.

Section 8. Donation of PTO. PTO may be donated to a donation bank to support fellow employees in personal or family situations in accordance with County Policy #341, Section 6.7, as amended on January 19, 2021.

ARTICLE 12 LONGEVITY

Section 1. Longevity Pay. Full time members of the Bargaining Unit [those hired before January 24, 2006] shall receive an annual Longevity bonus payable as soon as possible on or after December 1 each year in the amount of Seventy dollars (\$70.00) per year for each full year of continuous regular full-time service (as of December 1) after completion of five (5) years of 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 to the date of retirement or death.

Employees hired on or after January 24, 2006 shall not be eligible for nor shall they receive longevity pay.

ARTICLE 13 BEREAVEMENT LEAVE

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

ARTICLE 14 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, in addition to their regular sick and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. County will follow its Family and Medical Leave policies, as referenced in Section 8. However, employees shall first be required to utilize any PTO available to them while on an approved leave of absence. The employee may elect to maintain a maximum balance of no more than 40 hours PTO 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. All employee benefits shall remain in effect as long as PTO is being utilized by the employee.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the Probation Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The Probation Director shall indicate his/her approval/disapproval and forward the request to the Judge for consideration.

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

Section 4. An employee on an approved leave of absence will continue to accumulate seniority while on approved leave of absence, however, the time shall not count toward progression on the merit scale.

Section 5. Reserve-Military Leave. Except as herein provided, the re-employment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as afforded non-union employees pursuant to Saginaw County Policy No. 363, as amended-, November 20, 2018.

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

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day less the amount received for jury duty.

Section 7. Court Appearance. Employees required either by the Employer or any other agency to appear before a court of such agency on any matters related to the lawful performance of their duties to the Employer in their work for the Employer and in which they are personally involved as a result of the faithful performance of their duties to the Employer shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

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

Section 8. Family and Medical Leave shall be in accordance with Saginaw County Policy No. 364, as amended on January 20, 2009, subject to law.

ARTICLE 15 SPECIAL CONFERENCE

Section 1. Special conferences between the parties' representatives shall be arranged to discuss important matters. Either party may request a special conference, outlining the issue(s) on an agenda, to be discussed.

Section 2. Either party may have up to three (3) representatives present at the meetings. Bargaining unit representatives present at the meetings will not lose wages for time spent while at the meetings.

Section 3. Meetings shall be held no later than two (2) weeks after receipt of request for the special conference is received by either party, unless otherwise agreed. Dates shall be set by the Chief Judge of the 70th District Court.

Section 4. The purpose for a special conference is for the parties to attempt to mutually resolve problems that may arise. There shall be no more than three (3) special conferences annually.

ARTICLE 16 MISCELLANEOUS

Section 1. Resignations. If an employee plans to resign from the Court, a written resignation to the Chief Judge must be forwarded at least fourteen (14) days prior to the termination date. One (1) copy of the written resignation must be forwarded to the Probation Director, one (1) copy to the Court Administrator, and one (1) copy to the Chief Judge.

Section 2. Workers' Compensation. If an employee incurs a job-related injury or illness, the employee is covered by Workers' Compensation insurance.

Section 3. Bulletin Board. The Court shall provide a bulletin board in the employee lounge for the purpose of the Union to post notices of union business.

Section 4. Personnel File. Each employee shall have the right to review his/her personnel file upon request pursuant to the Bullard-Plawecki Right-to-Know Act.

Section 5. Keys. Each employee will be issued a key in accordance with the policies and procedures for the Saginaw County Sheriff Department. Upon termination of the employee's employment, keys, badges, electronic key-cards and any other County and/or Court-owned equipment are to be returned to the Court Administrator.

Section 6. Identification Cards. The Court employees who are required to do business outside of the Court shall be furnished with an identification card indicating proof of employment.

Cards issued to employees shall be returned to the Department Supervisor upon separation.

Should an identification card be lost or stolen, the employee is to report the loss immediately to their department supervisor and thereafter follow County Policy Number 328.

Section 7. Professional Organization Memberships. All employees of the Court are encouraged to join professional organizations and groups that will enhance their job skills and professionalism on the job.

The Court will be responsible for paying dues of qualified Court employees to recognized professional organizations. Dues for other organization memberships are the responsibility of the individual employee but may qualify as income tax deductions.

Section 8. Break Time. Employees may have one (1) break time in the morning, not to exceed fifteen (15) minutes, and one (1) break time in the afternoon hours, not to exceed fifteen (15) minutes.

Section 9. Background Checks. The parties agree and acknowledge that the EMPLOYER shall have the right to conduct criminal background checks on and fingerprint employees pursuant to any applicable laws, policies or regulations established by the state or federal government or pursuant to conditions on grants or funding received.

Section 10. Motor Vehicle Enrollment Program. The parties agree that the EMPLOYER shall have the right to subscribe to services rendered by and through the State of Michigan which provide driving record information to the EMPLOYER for employees who are required to have a valid Michigan driver's license as recognized in their job description or who are required or permitted to drive during the course of their employment.

Section 11. Wages and Other Non-312 Bargaining Units. If any other non-312 bargaining unit receives an across-the-board wage increase during the life of this Agreement (excluding any individual classification market value adjustment), the same across-the-board increase, in accordance with any corresponding proposal, shall be offered to all employees in this bargaining unit.

Section 12. Retirement Health Insurance and Other Non-312 Bargaining Units. Should any other non-312 bargaining unit be permitted a lesser retiree premium co-pay, that said lesser co-pay, in accordance with any corresponding proposal, shall be offered to this bargaining unit as well.

Section 13. Building Closure. When unforeseen circumstances force any building closure which affects bargaining unit members, those members will be excused from work, without loss of pay, during the time period the building is closed. Upon building reopening, all employees must return to work if reopening is during their regularly scheduled work shift. Employees are responsible for monitoring status of building reopening through the employee notification system (i.e. communicator!NXT). Failure to report back to work upon building reopening will result in the employee being charged PTO from the time the building reopened to the end of their shift.

Section 14. Certifications. If the Judge requires certifications for Substance Abuse and Forensics then the employer will be responsible for paying for the cost of study materials, application fees, certification fees and renewal fees. This obligation of the employer to pay for these fees is only applicable to the first attempt at obtaining those certifications. If the employee shall fail to pass the certification the first time, additional training, study materials and testing fees shall be at the employee's expense. Employees shall be allowed to study for any online courses for such certifications and related tests during business hours.

ARTICLE 17
INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to January 24, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after January 24, 2006.

Section 1. Health Insurance. The Employer shall pay the group premium for the high deductible health care plan or provide comparable coverage for each employee, their current spouse and dependents, except as otherwise provided in Section 2 of this Article. Coverage shall be effective on the first day of the month following completion of thirty (30) days of qualifying service. In no event shall the waiting period extend beyond what is required by law.

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

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

Dependents, as used in this section, shall be in accordance with the definition of the insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as outlined in Article 17, Section 13) at the time they are first hired or at open enrollment.

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

Section 2. Health and Dental Insurance Cost Sharing and Compliance with Hard Caps. In respect to the insurance coverage designated in Sections 1 and 7 of this Article, it is agreed that employees shall pay zero percent (0%) of the premium cost of the high deductible health plan, unless the cost of the high deductible plan exceeds the "hard cap" limitations as established in PA 152, as amended (See Section 17). However, the County will "opt-out" of PA 152 during this contract. The County will employ the "hard cap" methodology in calculating the employee's monthly premium share of each plan year cost. The County will apply additional contribution up to \$827,400 each year to reduce the employee share above the "hard cap" calculation. In addition to the annual contribution up to \$827,400, the County will contribute \$500 to each eligible employee's health savings account (HSA) on or about January 1 of each subsequent year. The County will also contribute \$442,800 in American Rescue plan Act of 2021 funding to cover the cost of any eligible COVID-19 related medical claims incurred in 2021 against the 2022 plan year rates.

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

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

The EMPLOYER shall pay the remaining premium; subject to the limitations set forth in Section 17; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders, unless applicable law requires the Employer to be responsible for such dependent riders. Applicable rates for the year are those in effect at the beginning of the plan year. The employee's contribution shall be changed only once each year coinciding with the beginning of the plan period, unless the employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time employees shall not be eligible for health insurance benefits.

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

Section 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 on or before January 1, 1999, retiring from employment with the Employer and his/her spouse at the 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 after January 1, 1999, upon retiring from employment with the Employer will be eligible for single health care coverage (employee only) and may not purchase coverage for any dependents, except as permitted under COBRA.
- (c) New employees hired after January 24, 2006, retiring from employment with the Employer 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 Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the MERS Defined Benefit Pension.

TABLE A

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

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

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

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

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

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

Section 6. Health Care Savings Program (HCSP) for NEW EMPLOYEES [hired on or after January 24, 2006]. 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 County 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.

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

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

Section 7. Dental Insurance. The EMPLOYER agrees to pay the premium for a dental plan for employees and eligible dependents, or comparable coverage except as otherwise provided in this article.

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

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

Percentage:

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

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

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

Orthodontic Services – 50% (braces)

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

\$1,500 maximum per person total per lifetime for orthodontic services.

Section 8. Optical Insurance. The insurance, for full-time employees, will be in accordance with the plan in effect on the date of ratification of this contract. Vision Benefits are set forth in the Vision Benefits Summary, attached hereto. The Employer reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service. Coverage is effective the first of the month following thirty (30) days of service.

Section 9. Life Insurance. The Employer shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00) Accidental Death and Dismemberment insurance effective the first (1st) day of the month following thirty (30) days of completed full-time service. The employee's Life Insurance benefit amount will automatically reduce upon the employee's attainment of age 65 but less than age 70 to 92% and age 70 and over to 90%. Employees who retire will be insured for Four Thousand and 00/100 Dollars (\$4,000.00) group term life.

Section 10. Liability Insurance. The EMPLOYER shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employees arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in the relation to matters committed by law to the employee or to the EMPLOYER under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the good faith performance of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the specified terms and limits of the Saginaw County general liability insurance policy (currently at \$10,000,000.00) and shall include the cost of defense, including attorney fees).

Section 11. Dual Coverage. Employees and retirees of the Employer shall not be eligible for dual coverage as both a subscriber employee and a dependent for any insurance coverage under this Agreement.

Section 12. Continuation of Insurance. Insurances shall continue in force at County expense as follows:

Health, Dental, Vision, and Life Insurance:

In the event of layoff, health, dental, vision, and life insurance shall be continued at EMPLOYER expense until the last day of the month subsequent to the date of the

employee's layoff (e.g. May 15 layoff results in coverage until June 30). Employees would be responsible for any premium share in effect at time of layoff.

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

Separation: In all separations except as provided in Section 4 of this Article, all insurance coverage will terminate on 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 an Employer 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 18
WORKERS' COMPENSATION

In the event an employee sustains an occupational injury, he/she will be covered by applicable Workers' Compensation laws. Any employee sustaining an occupational injury shall be paid for the days scheduled to work during the first (1st) seven (7) calendar days after the injury not chargeable to any other benefit. The employee shall fill out the appropriate Workers' Compensation forms and must substantiate such injury. This article shall apply only to compensable injuries.

The employee shall be responsible for immediately filing notice of claim according to statute.

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

The Employer reserves the right to provide fringe benefits as allowed by appropriate Workers' compensation rules, regulations, or law. Fringe benefits which will continue for one (1) year are health, dental, vision and life insurance with the appropriate employee premium shares required.

ARTICLE 19
DISABILITY PLAN

Disability Leave shall be in accordance with County Policy #361, as amended on January 19, 2021 (see attached). Refusal to grant a disability leave shall be subject to the grievance procedure.

ARTICLE 20
RETIREMENT PLAN

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to January 24, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after January 24, 2006.

Current employees hired prior to November 1, 1994, who have not voluntarily opted to be members of the Saginaw County Defined Contribution Plan or who are otherwise eligible for and are currently enrolled in the MERS Defined Benefit pension program, shall be members of the Michigan Municipal Employees Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-4 and 25-out, or F55/20, FAC 5, V-6 Program, with an employee contribution of 3.84% of gross salary, pre-tax. The B-4 benefit with employee contribution shall be effective as of January 24, 2006.

The amount of the employee contribution to fund this benefit level will be in force for the duration of the benefit.

Effective November 1, 1994, all other CURRENT EMPLOYEES of the unit will become members of the DC Plan (formerly administered as a Trust Fund in conjunction with the International City Managers Association (ICMA)), which provides for the following employee and Employer contributions:

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

All NEW EMPLOYEES shall be members of the DC Plan (formerly independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA)), which provides for the following employee and employer contributions:

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

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

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 employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings on the employee contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

SCHEDULE OF COUNTY CONTRIBUTIONS OWNED BY EMPLOYEE

<u>Years of Service</u>	<u>Owned by Employee</u>
Up to and including 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 71 months	75%
72 months plus	100%

Employees can select from the investment options provided by 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 Employer shall be responsible for coordinating the DC Plan with the DC Plan administrator and

shall hold the Association harmless for employee liability related to the new program.

ARTICLE 21
TRAVEL

Section 1. Policy. Employees will be compensated per Saginaw County policy.

ARTICLE 22
EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall become effective on the ratification date of both parties, and shall continue in full force and effect until September 30, 2024.

APPENDIX "A" - - WAGES
SALARY PROGRESSION

Wages are set forth in the attachment following.

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 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 required.

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

SALARY GRADE	UNION Q G.E.L.C DIST. PROBAT			G.E.L.C DIST PR BT20 CLASSIFICATION					
	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)		
B11	39,391.00 1,515.04	40,770.00 1,568.08	42,196.00 1,622.92	43,674.00 1,679.77	45,202.00 1,738.54	46,784.00 1,799.38	48,422.00 1,862.38	50,117.00 1,927.58	51,871.00 1,995.04
B12	42,148.00 1,621.08	43,624.00 1,677.85	45,150.00 1,736.54	46,730.00 1,797.31	48,366.00 1,860.23	50,060.00 1,925.38	51,812.00 1,992.77	53,625.00 2,062.50	55,502.00 2,134.69
B13	45,099.00 1,734.58	46,677.00 1,795.27	48,311.00 1,858.12	50,002.00 1,923.15	51,753.00 1,990.50	53,564.00 2,060.15	55,439.00 2,132.27	57,379.00 2,206.88	59,387.00 2,284.12
B14	48,256.00 1,856.00	49,945.00 1,920.96	51,694.00 1,988.23	53,503.00 2,057.81	55,376.00 2,129.85	57,313.00 2,204.35	59,319.00 2,281.50	61,395.00 2,361.35	63,544.00 2,444.00
B15	51,634.00 1,985.92	53,441.00 2,055.42	55,312.00 2,127.38	57,246.00 2,201.77	59,251.00 2,278.88	61,325.00 2,358.65	63,472.00 2,441.23	65,693.00 2,526.65	67,992.00 2,615.08
B16	55,248.00 2,124.92	57,182.00 2,199.31	59,183.00 2,276.27	61,255.00 2,355.96	63,399.00 2,438.42	65,618.00 2,523.77	67,863.00 2,610.12	70,291.00 2,703.50	72,752.00 2,798.15
B17	59,115.00 2,273.65	61,185.00 2,353.27	63,326.00 2,435.62	65,543.00 2,520.88	67,836.00 2,609.08	70,212.00 2,700.46	72,668.00 2,794.92	75,212.00 2,892.77	77,843.00 2,993.96
B18	63,254.00 2,432.85	65,468.00 2,518.00	67,760.00 2,606.15	70,130.00 2,697.31	72,585.00 2,791.73	75,125.00 2,889.42	77,756.00 2,990.62	80,477.00 3,095.27	83,293.00 3,203.58
B19	67,681.00 2,603.12	70,051.00 2,694.27	72,503.00 2,788.58	75,040.00 2,886.15	77,666.00 2,987.15	80,384.00 3,091.69	83,197.00 3,199.88	86,109.00 3,311.88	89,124.00 3,427.85
B20	72,419.00 2,785.35	74,954.00 2,882.85	77,577.00 2,983.73	80,293.00 3,088.19	83,103.00 3,196.27	86,010.00 3,308.08	89,022.00 3,423.92	92,138.00 3,543.77	95,362.00 3,667.77
B21	77,489.00 2,980.35	80,201.00 3,084.65	83,008.00 3,192.62	85,914.00 3,304.38	88,920.00 3,420.00	92,032.00 3,539.69	95,254.00 3,663.62	98,587.00 3,791.81	102,038.00 3,924.54
B22	82,913.00 3,188.96	85,815.00 3,300.58	88,818.00 3,416.08	91,926.00 3,535.62	95,145.00 3,659.42	98,475.00 3,787.50	101,920.00 3,920.00	105,488.00 4,057.23	109,181.00 4,199.27

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

UNION Q		G.E.L.C DIST. PROBAT			G.E.L.C DIST PR BT20 CLASSIFICATION				
SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)		
B23	88,717.00 3,412.19	91,821.00 3,531.58	95,035.00 3,655.19	98,362.00 3,783.15	101,804.00 3,915.54	105,368.00 4,052.62	109,055.00 4,194.42	112,872.00 4,341.23	116,824.00 4,493.23
B24	94,927.00 3,651.04	98,249.00 3,778.81	101,688.00 3,911.08	105,247.00 4,047.96	108,931.00 4,189.65	112,743.00 4,336.27	116,689.00 4,488.04	120,774.00 4,645.15	125,001.00 4,807.73
B25	101,573.00 3,906.65	105,127.00 4,043.35	108,806.00 4,184.85	112,614.00 4,331.31	116,556.00 4,482.92	120,635.00 4,639.81	124,857.00 4,802.19	129,228.00 4,970.31	133,751.00 5,144.27
B26	108,682.00 4,180.08	112,486.00 4,326.38	116,423.00 4,477.81	120,497.00 4,634.50	124,714.00 4,796.69	129,080.00 4,964.62	133,598.00 5,138.38	138,273.00 5,318.19	143,113.00 5,504.35
B27	116,289.00 4,472.65	120,360.00 4,629.23	124,573.00 4,791.27	128,933.00 4,958.96	133,445.00 5,132.50	138,115.00 5,312.12	142,950.00 5,498.08	147,953.00 5,690.50	153,132.00 5,889.69
B28	124,430.00 4,785.77	128,785.00 4,953.27	133,292.00 5,126.62	137,957.00 5,306.04	142,787.00 5,491.81	147,784.00 5,684.00	152,956.00 5,882.92	158,309.00 6,088.81	163,850.00 6,301.92
B29	133,140.00 5,120.77	137,800.00 5,300.00	142,624.00 5,485.54	147,615.00 5,677.50	152,781.00 5,876.19	158,129.00 6,081.88	163,663.00 6,294.73	169,390.00 6,515.00	175,320.00 6,743.08
B30	142,460.00 5,479.23	147,445.00 5,670.96	152,606.00 5,869.46	157,947.00 6,074.88	163,476.00 6,287.54	169,198.00 6,507.62	175,119.00 6,735.35	181,248.00 6,971.08	187,592.00 7,215.08

Category: 300

Number: 341

Subject: **PAID TIME OFF (PTO)**

1. **PURPOSE:** It is the purpose of this policy to establish a uniform system regulating the accrual and use of paid time off hours. PTO leave is intended to be used to compensate for vacation leave, earned sick time, personal leave, paid time off and paid medical leave as required under the Paid Medical Leave Act.
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 and administration of this policy.
5. **DEFINITIONS:** For purpose of this policy, regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for PTO.
6. **POLICY:**

6.1 Rate of Accrual.

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

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

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

6.2 Accumulation of Paid Time Off (PTO) Hours.

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

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

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

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE PROCEDURES: NONE

8. 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: November 15, 2005 (Section 6.2); April 25, 2006; November 20, 2018;
March 19, 2019; January 19, 2021; January 18, 2022

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

Category: 300

Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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

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

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

8. RETIREE ELIGIBILITY:

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

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

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: December 12, 2006

AMENDED: September 22, 2009; December 19, 2017

Category: 300
Number: 361

Subject: **DISABILITY LEAVE**

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

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

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

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

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

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

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

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

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

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: November 23, 1999

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

Category: 300
Number: 362

Subject: **BEREAVEMENT LEAVE**

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

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

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



Saginaw County, G-1147

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

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

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

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

Benefit Description	\$1,400 Deductible HSA Plan Prescription Drug Benefit
<p>Prescription Drugs Drugs Purchased <u>Before</u> the In-Network Medical Deductible is Satisfied</p> <p>Drugs Purchased <u>After</u> the In-Network Medical Deductible is Satisfied</p> <ul style="list-style-type: none"> • Retail Prescription Drug Co-payments (30-Day Supply) A covered person may fill a prescription for up to and including a 30-day supply for the co-payment amounts shown. If a prescribing physician requests more than a 30-day supply of a drug, up to a 90-day supply of a covered prescribed medication can be purchased at a participating pharmacy for the applicable Mail Service Program co-payment specified below. <p>Mail-Order Prescription Drug Co-payments (90-Day Supply)</p> <p>Drugs Purchased <u>After</u> the In-Network Medical Total Maximum Out-of-Pocket is Satisfied</p>	<p>The covered person must pay the full cost of the prescription at the time of purchase. The amount paid to purchase an eligible prescription drug will apply toward the in-network medical deductible. If an eligible prescription drug is purchased at a pharmacy within the appropriate network, through the Mail Service Program, or through the specialty pharmacy the covered person may receive a discount toward the purchase price of the drug. The availability and amount of the discount will depend on the type of medication, whether the drug is brand-name or generic, and the dosage.</p> <p>\$10/Rx Formulary Tier 1 drug, \$40/Rx Formulary Tier 2 drug, \$80/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p>\$20/Rx Formulary Tier 1 drug, \$110/Rx Formulary Tier 2 drug, \$230/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p>Plan pays 100% of the purchase price; no co-payment applies</p>
<p>Special Notes about Prescription Drug Coverage:</p> <ol style="list-style-type: none"> 1. The Plan's Pharmacy Benefits Manager (PBM) maintains lists of preferred and non-preferred generic and brand-name prescription drugs, and a drug's co-payment is determined by the drug's categorization in these lists. The term "Rx Formulary Tier 1" means a category of prescription drugs that generally includes most generic drugs and may include some low-cost brand-name drugs. The term "Rx Formulary Tier 2" means a category of prescription drugs that includes preferred brand-name drugs and may include some high-cost generic drugs. The term "Rx Formulary Tier 3" means a category of prescription drugs that generally includes all non-preferred drugs. For additional information about the coverage status and Rx Formulary Tier category of a drug, as well as any quantity/age limits or prior authorization requirements that may apply, the covered person can contact the PBM using the information shown on the front of his/her identification card. 2. The pharmacy will dispense generic drugs unless the prescribing physician requests "Dispense as Written" (DAW) or a generic equivalent is not available. If the covered person refuses an available generic equivalent and the prescribing physician has not requested DAW, the covered person must pay the applicable co-payment plus the difference in price between the brand-name drug and its generic equivalent. 3. Certain over-the-counter drugs will be covered under the Plan and shall be subject to the Rx Formulary Tier 1 co-payments shown above after the In-Network Medical Deductible has been met. A physician's prescription for these products is required. 4. In accordance with the requirements of Health Care Reform, the Plan provides coverage for certain preventive care medications, including, but not limited to, certain FDA-approved contraceptive agents and smoking cessation products with a prescription as well as breast cancer medications that lower the risk of cancer or slow its development, without any cost-sharing provisions such as medical deductibles or prescription drug co-payments. For more information about eligible preventive care medications, the covered person can contact the Pharmacy Benefits Manager (PBM) using the information shown on the front of his/her identification card. 5. The Plan requires that specific criteria be met before certain high-cost medications are covered. The covered person must have tried a lower-cost PBM-approved equivalent medication within the past six months before the Plan will cover the more costly drug. Alternatively, an identified high-cost drug may be covered if the covered person's physician contacts the PBM and receives prior approval or authorization. If a covered person chooses to fill a prescription for one of these identified drugs without first trying a PBM-approved equivalent medication or getting prior approval from the PBM, coverage may be denied and the covered person may have to pay the full cost of the drug. 6. Special coverage terms may apply to certain Specialty Prescription Drugs included in the Navitus Specialty Access Program. As used in this benefit, the term "Specialty Prescription Drug" means a prescription drug identified on the drug list maintained by the PBM that includes drugs typically used to treat complex medical conditions. Coverage available under this benefit for Specialty Prescription Drugs may be reduced or may only be available if the covered person participates in all program requirements or if patient advocacy programs fail to provide a solution. Advocacy solutions come from a variety of sources, including manufacturer assistance programs, copay cards, and grants. Specialty Prescription Drug purchases will be limited to a 30-day supply, and prescriptions for such drugs must generally be filled through Lumicera Health Services specialty pharmacy or the drug will not be eligible for coverage under the Plan. For additional information about Specialty Prescription Drugs, including information about which drugs are currently on the PBM's Specialty Prescription Drug list and coverage terms that apply, the covered person can contact the PBM at the telephone number on the front of the identification card. 7. This benefit will cover charges (including serum and injection fee charges) for certain immunizations when administered at a pharmacy at 100% with no medical deductible or prescription drug co-payment applied. For more information about eligible immunizations, the covered person can contact the PBM using the information shown on the front of his/her identification card. 8. The Plan requires that a covered person purchase self-injectable medications through the Prescription Drugs benefit. For more information about self-injectable medications, the covered person can contact the PBM using the information shown on the front of his/her identification card. 9. Diabetic needles/syringes will be covered at 100% with no medical deductible or prescription drug co-payment applied. 	

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



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

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

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

Deductible - None.

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

Welcome to Michigan's largest dental benefits family!

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

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

Quality Dental Program

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

Online Access

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

A Healthy Smile

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

Questions?

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

Your Vision Benefits Summary



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

Using your VSP benefit is easy.

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

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

Best Eye Care

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

Choice in Eyewear

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

Plan Information

VSP Coverage Effective Date: 07/01/2018

VSP Provider Network: VSP Choice

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

Visit vsp.com or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

1. Brands/Promotion subject to change.

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

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