

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS STATE, COUNTY & MUNICIPAL  
WORKERS LOCAL 214

AND

COUNTY OF SAGINAW

April 19, 2022 to September 30, 2024

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**Attachments**

List of Classifications Public Health & Commission on Aging Employees  
Salary Schedule “B” Scale  
Salary Schedule “T” Scale  
Michigan Conference of Teamsters Welfare Fund (Schedule of Benefits)

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

**TEAMSTERS STATE COUNTY & MUNICIPAL WORKERS LOCAL 214/SAGINAW  
COUNTY COA/PUBLIC HEALTH DEPARTMENT  
(General Employees' Unit)**

THIS AGREEMENT is effective April 19, 2022, between the County of Saginaw, a Municipal Corporation of the State of Michigan, herein after referred to as the "County" or "Employer", and Teamsters State, County and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

DEFINITIONS

- A. "Union" shall be defined as the officers and representatives of Teamsters State, County and Municipal Workers Local 214, a nonprofit labor organization, within the scope and meaning of Act 379 of the Public Acts of 1965, as amended.
- B. "County" or "Employer" shall be defined as the elected and/or appointed representatives of the County of Saginaw, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Act 379 of the Public Acts of 1965, as amended.
- C. "Regular Part-Time Employee" is any employee who works forty (40) or more hours per normal bi-weekly pay period on a regular basis.
- D. "Regular Full-Time Employee" is any employee who works seventy (70) hours or more per the bi-weekly pay period on a regular basis.
- E. "Probationary Employees" shall be defined as any employee having less than six (6) months employment with the County.
- F. "Temporary" is any employee who works either full-time or part-time, but is hired or contracted for a limited period of time for special projects or during heavy workload periods; and to fill in for absent employees for the period of absence(s). The period of employment for temporary employees hired for special projects and heavy work periods shall not exceed sixteen (16) weeks, unless extended by mutual consent of the County and the Union. No time spent by temporary employees filling in for an employee absent due to illness or injury will be counted toward the 16- week limitation. Co-op students and interns shall be exempt from this definition. Temporary employees shall be hired through the open competitive selection process provided and administered by the County Personnel Department or through temporary employment agencies.
- G. An "On Call" employee is an employee who works for the Commission on Aging as needed. On-call employees shall be hired through the open competitive selection process provided and administered by the Saginaw County Personnel Department.

- H. “Promotion” is defined as movement of an employee from a lower grade to a higher grade.

### PREAMBLE

It is the general purpose of this Agreement to promote the mutual interest of the County and its employees and to provide for the operation of the services provided by the Saginaw County Public Health Department and the Commission on Aging under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of the property and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is further recognized that is in the best interests of the Public Health Department, the Commission on Aging and the Union and their respective representatives at all levels that all dealings pursuant to the Agreement continue to be characterized by fairness, good faith and in the spirit of mutual respect for the duties and responsibilities which each party has in serving the public good.

### MANAGEMENT RIGHTS

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the rights to hire new employees, and to direct the workings force, to discipline for just cause, suspend for just cause, discharge for just cause, conduct performance evaluations, transfer or lay off employees, require employees to observe reasonable departmental rules and regulations, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as by the Constitution and the Laws of the State of Michigan and the Constitution of the United States.

The Employer shall not be restricted by this Agreement in subcontracting or “outsourcing” services currently performed by employees provided the subcontract or outsourcing does not result in the displacement of layoff or replacement of bargaining unit positions where it remains economical and feasible for bargaining unit employees to perform the work. The Employer will provide the Union with notice, in writing, of any proposed plan to subcontract or outsource bargaining unit work.

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, PA 377 of 1965 and PA 336 of 1947, as amended, shall be allowed to exercise powers as specified in said Acts.

ARTICLE I  
RECOGNITION AND SECURITY

Section 1.1 – Recognition

The County recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time technical, office para-professional, professional and services employees employed in the Saginaw County Department of Public Health and the Commission on Aging (as listed in Appendix A) but excluding the Administrative Assistant, Security Personnel, Health Department Nurses, Supervisors, and all other employees of the Employer as certified for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

The list of positions is attached hereto and incorporated herein.

The County agrees not to aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or organization for the purpose of undermining the Union.

Section 1.2A – Non-Discrimination

The parties to this Agreement hereby agree that they shall not discriminate against any employee covered by this Agreement because of age, race, sex, color, religion, national origin, handicap, or any other protected class status as recognized by state or federal law; membership or non-membership in any labor organization. Both parties agree to treat one another with dignity and respect.

Section 1.2B – Employees Covered

A full-time employee shall be entitled to all benefits under this Agreement. Regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits. A regular part-time employee shall receive only compensation and those benefits specifically enumerated, as follows:

- A. Be paid in the same grade as full-time employees in the same classification.
- B. Receive Paid Time Off (PTO) benefits at the rate scheduled in that year's budget for the affected position. For example, if the affected position exists in that year's budget as 60% FTE, then that position will receive PTO at 60% of the full-time rate.
- C. Receive holiday pay at the rate scheduled in that year's budget for the affected position (For example, if the affected position exists in that year's budget as 60% FTE, then that position will receive holiday pay at 60% of the full-time rate); and uniform allowance equivalent



to the percentage of the maximum number of days in a week regardless of hours per day that the part-time employee might be scheduled, for example; one day 20%, two days 40%, three days 60%, four days 80%, five days 100%.

- D. If hired before November 1, 1994, be a member of the Michigan Municipal Employees Retirement Defined Benefit System, and accrue retirement service in accordance with the rules of the Michigan Municipal Employees Retirement Defined Benefit System, as further set forth herein. Employees hired after November 1, 1994 will become members of the Saginaw County Defined Contribution Plan as otherwise provided in this Agreement.
  
- E. Shall not be eligible for health insurance after May 14, 2002, provided however, existing regular part-time employees hired prior to May 14, 2002 shall be eligible for hospitalization coverage limited to single person coverage (subject to co-pay as provided in Section 12.11) except that additional coverage that was purchased prior to May 14, 2002 can be maintained at the employee's expense. Further provided, however, that existing (as of ratification on June 17, 1992), part-time employees shall be eligible for hospitalization coverage as was in effect on June 17, 1992 (up to full family coverage subject to co-pays as provided in Article 12).
  
- F. Receive Longevity Pay at one-half (50%) of the full-time rate, provided, however, that part-time employees hired on or after June 17, 1992 shall not be eligible for longevity payments.

### Section 1.3 – Union Membership and Compliance with PA 349 of 2012.

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

### Section 1.4 – Authorization Required.

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

### Section 1.5 – Deductions.

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

### Section 1.6 – Means of Remittance and Errors.

Deductions for any calendar month, or other frequency to which the Employer and Union agree, shall be remitted to designated Treasurer/Secretary of the Union; however, the Union and Employer are not precluded from agreeing on remittance of dues, initiation and service fees by means of electronic transfer or other automated means. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

### Section 1.7 – 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.

### Section 1.8 – Orientation

The Employer will notify the Stewards of all new hires and provide an opportunity for a new employee to meet with the Steward during said employee's orientation to complete Union paperwork. Such orientation shall be coordinated with the department/supervisor.

## ARTICLE II REPRESENTATION

### Section 2.1 – Stewards

The EMPLOYER agrees to recognize five (5) Stewards and three (3) Alternate Stewards. One of the Stewards may be designated as the Chief Steward by the UNION. Alternate Stewards shall act only in the absence of the Stewards. The Employer will recognize the Stewards' role in investigating and processing grievances. The UNION will keep the Public Health Department, Commission on Aging, and County Personnel Department informed in writing of the names of the authorized representatives. The

Public Health Department, Commission on Aging, and County Personnel Department agree to release and compensate Stewards and Alternate Stewards acting in the capacity of Steward at his/her regular hourly rate for any scheduled working hours required in attending Special Conferences or investigating or processing grievances, notice and approval of which must be provided to and by the Employer, which shall not be unreasonably withheld. The applicable Steward or Chief Steward shall process grievances at all levels of the procedure; however, the UNION'S Business Representative shall participate once the grievance reaches Step Two. It is expressly the intent of the UNION not to use more than one (1) Steward per grievance.

### Section 2.2 – Bargaining Committee

For the purpose of contract negotiations, the Bargaining Committee of the Union shall include not more than five (5) bargaining unit employees of the County of Saginaw. The Bargaining Committee may also include not more than two non-employee representatives of the Union. The Union shall submit to the County, in writing, the names of its employee and non-employee representatives on the Bargaining Committee prior to negotiations, and in the event of a change during negotiations, prior to the next session. The Employer agrees to compensate bargaining unit employees on the Bargaining Committee at their regular rate of pay for time lost while meeting or conferring, provided attendance at such meetings and conferences has been approved by the Employer and approval shall not be unreasonably withheld.

## ARTICLE III SENIORITY

### Section 3.1 – Seniority Date

A regular full-time employee's seniority shall date from his/her most recent starting date of full-time employment with the employer within the bargaining unit.

A regular part-time employee's seniority shall date from his/her most recent starting date of regular part-time employment with the employer within the bargaining unit.

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

Job Classification seniority shall commence with the employee's first full day of work within that classification on a permanent basis for the employer. An employee shall have no more than one classification at a time.

There shall be separate seniority lists for full-time and regular part-time employees. Provided seniority is not broken as defined in Section 3.4 of this Article, full-time employees may count 50% of their regular part-time service if any, towards their seniority date and regular part-time employees may count full-time service towards their seniority date.

Commission on Aging employee's seniority shall be separate and distinct from all other Department of Public Health employee seniority for purposes of promotion, transfer, lay-off and recall.

In the event two (2) or more employees have the same seniority date, placement on the seniority list shall be determined by the last four (4) digits of the employee's social security number. The higher number shall be considered to have higher seniority.

Employees who accept non-bargaining unit positions with the Health Department, Commission on Aging, or County of Saginaw shall have their seniority frozen and shall not accrue additional seniority when working in a non-bargaining unit position.

### Section 3.2 – Probation

New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. Regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits. When an employee finishes the probationary period, by accumulating six (6) months of employment she/he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day she/he completes the probationary period (retroactive to his/her date of hire). There shall be no seniority among probationary employees.

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

The probationary period may be extended in the event the probationary employee is absent from work as a result of a medically verified disability for more than two weeks. The probationary period may be extended upon the mutual agreement of the Employer and the Union. The Employer may terminate probationary employees with or without just cause.

### Section 3.3 – Top Seniority

Authorized Stewards and the Chief Steward shall head the seniority list within the bargaining unit for the purposes of layoff and recall only. Said members shall be designated by Union title, in writing by the Union to the County. The UNION recognizes that the County is not obligated to "make work" for Stewards and the Chief Steward and those such representatives must have the necessary skill and experience to perform the required work.

### Section 3.4 – Termination of Seniority

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

- A. Voluntary quitting (not reinstated within ten (10) days).
- B. Discharge for cause (not reinstated by the grievance procedure of MERC).
- C. Layoff for a continuous period in excess of the employee's seniority at the time the layoff began, or for two (2) years, whichever is shorter.
- D. Absence because illness or injury not covered by workers' compensation for a continuous period in excess of the employee's seniority at the time the absence began, or for one (1) year, whichever is shorter.
- E. An absence due to a compensable (workers' compensation) disability incurred during the course of employment shall not break continuous service, provided the employee returns to work within thirty (30) days after statutory payments cease (unless payments were stopped inappropriately) or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of redemption agreement, whichever occurs first.
- F. Absence from work for a period of three (3) consecutive scheduled work days without notification to the employee's supervisor during such period of the reason for the absence. If the employee can prove, through a hearing process requested within three (3) working days of receipt of a certified notice of termination to the employee's last known address that there was good cause preventing contact with the Employer, then seniority will not be terminated.
- G. Failure to report for work upon recall from layoff as set forth in Section 3.9A.
- H. Retirement.
- I. Failure to return to work at the expiration of an approved leave of absence.

### Section 3.5 – Job Posting

Permanent bargaining unit vacancies (vacancies other than temporary vacancies) that are to be filled shall be electronically sent via email to Department of Health employees, with one copy being posted simultaneously on the bulletin board in Administration and on bulletin boards per Section 16.6 for the Commission on Aging for bids for a period of five (5) full working days. Bids from Department of Public Health Bargaining unit employees shall be given first preference for Department of Public Health

vacancies; bids from Commission on Aging bargaining unit employees shall be given first preference for Commission on Aging vacancies. If two (2) or more bargaining unit employees are relatively equally qualified as determined by the Employer, the position will be awarded to the employee with the most seniority. The parties agree however that a dispute is grievable. The employer also agrees to make a reasonable effort to post via e-mail all vacant County positions that may be available from time-to-time.

Vacancies re-occurring with ninety (90) days in the same job title within the same division do not have to be re-posted if more than one (1) employee bids on the original posting. If multiple bids are not received on the original posting, the vacancy will be re-posted, but will be posted to the Union and outside of the Union simultaneously.

### Section 3.6 – Seniority List

Seniority lists of all bargaining unit employees shall be furnished to the Union on request. Said listing will indicate name, date of hire and employment status code for probationary, regular full-time and regular part-time employees, separately. Management shall notify the Union Stewards whenever a newly hired employee is added to the bargaining unit. The notice shall include the employee's name, department or program and job classification and date of hire.

The list shall be posted by the County immediately after ratification of this Agreement and protest of any seniority date published must be made in writing to the Department of Public Health or the Commission on Aging within ten (10) work days from the posting, with a copy to the Union and Stewards. Otherwise, the listing stands as posted. All subsequent posted seniority lists shall reflect the same date of hire(s) and employment status changes. The County will post a seniority list every six (6) months or upon request from the Union. In the event of a layoff, the County will provide an updated seniority list to the Union, the Stewards, and affected bargaining unit employees.

When a dispute arises as to the seniority of employees having the same date of hire, seniority shall be determined by the procedure set forth in Section 3.1.

### Section 3.7 – Transfer and Promotions

- A. Promotion. Bargaining unit employees on staff who meet the minimum qualifications for promotion to a bargaining unit position shall be given preference for promotion before recruiting personnel outside the bargaining unit. Interested employees must submit their letter of intent and an updated resume for a promotion to a vacancy in writing to the Department Head within the time limit stated on each posting in order to be considered eligible for consideration for the vacancy. Qualifications include: education; training; experience; ability; and previous performance, including discipline, work performance evaluations, and excessive absenteeism and tardiness (except as allowed by applicable law). When two (2) or more employees have relatively equal qualifications for promotion to the same position,

preference will be given to the employee with the most seniority. For the purposes of this section, promotion shall mean to a different position in the bargaining unit of a higher pay grade than that being worked and paid to the employee expressing an interest in the vacant position.

- B. Transfers. Transfers are at the reasonably exercised discretion of the employer. Employees interested in transferring to a vacant position of equal or lower pay must submit their letter of intent and an updated resume in writing to the Department Head prior to the expiration of the internal posting. Employees who have not transferred with the past eighteen (18) months will be given preferential consideration, provided they meet criteria in 3.7(A).

The employer may transfer any employee from any position, job or classification to fill any temporary position. There shall be no transfer of personnel between Commission on Aging and Department of Public Health; however, employees may bid for positions interdepartmentally. Transfers will not be arbitrary or capricious.

- C. Trial Period. The successful applicant shall have a ninety (90) working day trial period to determine if she/he wants to continue in the position and likewise, the employer shall have ninety (90) working days to determine if the employee has the ability and skills required to perform the duties of the position. In either event, the employee may return to the position previously held providing it has not been eliminated. If the position has been eliminated, the employee shall have bumping rights in accordance with Section 3.9. The trial period may be extended by mutual agreement.
- D. Awarding the Position. The employer shall proceed with awarding the position to the successful applicant and transferring or promoting the individual to the new position as soon as practical after the close of the posting. Under normal circumstances the successful applicant would assume the new position within fourteen (14) days of the offer of promotion or transfer. If the position cannot be assumed within that time due to an action by the employer, the employee's rate of pay shall be adjusted to reflect the promotion provided the employee is physically able to assume the position offered.

### Section 3.8 – Pay Status

Movement of an employee from one position to another shall affect the pay rate of the employee, as follows:

- A. If an employee is moved into a position with the same pay grade, the employee's rate shall remain unchanged.

- B. If an employee is promoted to a higher pay grade, the employee shall be paid at the lowest merit step in the new pay grade which is at least five percent (5%) above the salary she/he was receiving immediately before the promotion.
- C. If an employee is moved to a position with a lower pay grade, the employee shall be paid in accordance with the new pay grade, but will retain his/her previous merit step.
- D. If an employee's position is reclassified to a higher pay grade, she/he shall be paid at the new grade retaining the merit step.
- E. If an employee's position is reclassified to a lower pay grade, the employee's salary shall remain frozen at the current pay rate and increase to the appropriate merit step of the new pay scale when the frozen rate equals or exceeds the reclassified rate.

### Section 3.9 – Layoff and Recall

The word "layoff" means a reduction in the working force. Where there is such a reduction in the work force in the Health Department, temporary and probationary employees shall be laid off first, and in that order, provided seniority employees retained can perform the available work. When there is a reduction in the work force in the Commission on Aging, probationary employees and temporary employees shall be laid off first, provided seniority employees retained can perform the available work.

Layoff and recall shall be by seniority. The least senior person in the classification affected by the layoff shall be laid off after probationary and temporary employees are laid off. If reducing hours is the only feasible means of reducing the work force, the least senior person's hours in the classification affected shall be reduced. In addition, the individual whose hours are reduced shall have the right to displace a less senior person in an equal or lower paying job for which the individual is qualified to perform.

Layoff and recall in the Commission on Aging shall be separate from layoff and recall in the Department of Public Health. If a reduction in the work force is necessary within the Commission on Aging, the layoff shall occur within that department. If a reduction is necessary in the Department of Public Health, the layoff shall take place in the Department of Public Health. Where a recall occurs in Commission on Aging, laid off members from that department shall be recalled, and if a recall occurs within the Department of Public Health, laid off members from the Department of Public Health shall be recalled. Layoff shall be by program according to classification (job title) with the employee with the least overall seniority laid off first.

Upon receipt of written notification of layoff, a displaced employee shall have the option, with five (5) work days in which to initiate a request to displace the least senior employee in an equal classification, or displace the least senior employee in a lower



paying job which the employee is qualified to perform with minimal orientation but without additional training; and has the experience, ability, training, previous performance and sufficient seniority to retain. The employee's written appeal must include the name of the position or positions for which she/he feels qualified to be retained. The department Head shall reply in writing to the employee within five (5) work days. At the Union's discretion, the Department Head's decision may be reviewed under the provisions of Step 2 and subsequent steps of the grievance procedure.

An employee who has been displaced or an employee who has been laid off and displaced by another employee shall be considered laid off employees for the purpose of returning to their former position for a period of two (2) years or the length of the employee's seniority at the time of lay-off, whichever is shorter.

When management reduces a part-time position, then layoffs shall take place from employees on the part-time seniority list. When management reduces a full-time position, the layoff shall take place among employees on the full-time seniority list.

Laid off employees shall be given consideration for county wide vacancies for which they qualify that may be available or open prior to the public posting process.

A laid off employee, if called to a job for which she/he is qualified at an equal or higher rate of pay from which she/he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and shall be considered a resignation.

The order of recalling laid-off employees shall be in reverse order of layoff and shall be subject to the same conditions of layoff.

#### Section 3.9A – Notice of Recall

Notice of recall shall be sent by certified mail to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address. A recalled employee shall give notice of intent to return to work within three (3) work days of receipt of the recall notice and shall return within seven (7) work days of receipt of notice or such employee's employment shall be terminated (because of resignation) without recourse to this Agreement. Failure to accept a recall notice sent by certified mail shall constitute a voluntary termination of seniority and employment unless the employee shows good cause or otherwise was prevented from receiving or accepting notice by circumstances beyond the employee's control.

#### Section 3.9B – Furlough

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

Furlough shall be by department and by classification.

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

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

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

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

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

### Section 3.10 – No Demotion Except for Just Cause

No person will be demoted to a lower paying or less desirable position for disciplinary reasons or otherwise except for just cause. Transfers from one position, job or classification to fill a temporary vacancy will be accomplished in such a manner that the transferred employee's former work load will not have been substantially increased or accumulated.

### Section 3.11 – Notice of Layoff

The Employer shall give two (2) weeks, and when possible three (3) weeks' notice to bargaining unit employees and the Union and Chief Steward on any proposed layoff and such notice shall state the reasons thereof.

### Section 3.12 – Layoff of Temporary Employees

No regular employees shall be laid off from any position while any temporary/casual or probationary employee is still employed within the same job classification.

### Section 3.13 – Working Out of Classification

Employees may be directed by the Department Head or Supervisor to perform duties above their classification. Employees who are temporarily requested to perform duties above their classification shall be paid at the lowest merit step in the new pay grade which is at least 5% above the salary the employee is currently receiving. Employees shall be required to keep a log of their actual time worked above their classification and submit same to their Department Head or Supervisor. Logs should contain actual time worked, specific tasks performed, and employees will be paid at the higher rate of pay accordingly.

### Section 3.14 – Salary Changes

The County agrees to notify the Union at least five (5) work days before any changes are made in bargaining unit employees' classification and/or salary structure due to reduction of funding.

## ARTICLE IV GRIEVANCE PROCEDURE

### Section 4.1 – Purpose

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

### Section 4.2 – Definition of Grievance

A grievance is a complaint regarding a violation or misinterpretation of the articles or rules provided in this Agreement, or a complaint of unfair application thereof.

### Section 4.3 – Grievance Procedure

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

- Step 1      The employee and/or his/her Steward shall within ten (10) working days of the date of the cause of the grievance, or within ten (10) working days of the date she/he could reasonably be expected to have knowledge of this cause of the grievance, appeal in writing to the Department Head stating the nature of his/her grievance, the specific section (s) of the contract allegedly violated or misinterpreted, and the remedy requested. The Department Head shall reply in writing to the Union representative within ten (10) working days.

Step 2 If the Union, after appeal to the Department Head, feels that a proper adjustment has not been made, the Union shall within ten (10) working days of the receipt of the Department Head's reply appeal in writing to the County's Personnel Department requesting a meeting to discuss the grievance. Such meeting shall be held within thirty (30) working days.

At this meeting the Union may be represented by not more than two (2) non-employee representatives in addition to the Steward or Chief Steward and the grieving employee. The County must give a written answer within ten (10) working days from the date of the meeting.

Step 3 In the event such answer is not acceptable to the Union, it may, at its option, appeal the grievance to the State Mediation Service by notifying the County Personnel Department within forty-five (45) working days of receiving the Employer's Step 2 Answer. If the grievance is not settled at the mediation step (in the event such step is elected), the Union shall notify the County Personnel Department within the time limits set forth in Step 4 that the grievance is either being appealed to binding arbitration or is settled, as the case may be.

Step 4 In the event the adjustment is not made, and the dispute is not satisfactorily settled, the matter may then be referred within forty-five (45) working days from the Personnel Department's answer in Step 2 or, if mediation was elected, from the date of mediation, to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree on an arbitrator, she/he shall be selected from a list provided by the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, or add to or subtract from the terms of this Agreement, but shall have authority only to interpret and apply the provisions of this Agreement which shall constitute the basis on which the arbitrator's decision shall be rendered. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is in violation of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the County and the Union.

#### Section 4.4 – By-Pass Steps and Extensions

The parties may mutually agree to by-pass any step and/or extend any time limits set forth herein by mutual agreement in writing.

#### Section 4.5 – Failure to Proceed

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

#### Section 4.6 – Time Off for Grievance Meetings

Stewards, including the Chief Steward and the grieving employee shall be granted necessary and reasonable paid time off from work for scheduled grievance meetings, except however, no more than four (4) employees shall be paid for such time spent.

### ARTICLE V SUSPENSION AND DISCHARGE

#### Section 5.1 – Suspension, Hearing and Discharge

##### A. Just Cause Requirement

The employer shall have the rights to discipline, discharge, or suspend any employee for just cause. Except as provided in this Section, no discharge or suspension will be imposed unless the employee and the Union are first given a written warning notice detailing the employee's unjustifiable behavior, and the employee thereafter continues such behavior or commits another offense which constitutes just cause for suspension or discharge. No warning notice need be given to any employee before discharge or suspension if the cause of such discharge or suspension is (1) dishonesty or for an illegal act while on the job; (2) under the influence, possession, or use of alcohol or controlled substances on the job or in the Department of Public Health or Commission on Aging facility. This shall not apply to alcoholic gifts, but in such case said gift will be removed from the premise as soon as possible; (3) gross negligence defined as conduct so reckless as to demonstrate a substantial lack of concern for whether an injury results or willful, wanton misconduct (4) gross insubordination; (5) breach of confidentiality; or (6) fighting or threat of violence. The warning notice herein shall not remain in effect for a period of more than twenty-four (24) months.

##### (B) Hearing

(1) Notwithstanding any other provision of this Agreement, no employee who has completed his/her probationary period shall be peremptorily discharged. If, in the judgment of the Employer, an employee is guilty of

behavior constituting just cause for discharge, the employee shall first be given a statement setting forth the factual basis of his/her alleged offense and shall be suspended pending discharge. During this period of suspension, a due process hearing before representatives of the County and Union will be conducted if requested. Representation at the hearing shall be in accordance with Step 2 of the Grievance Procedure. At such hearing, the facts concerning the case shall be made available to both parties.

- (2) As soon as practical after such hearing, but not later than five (5) working days, the County shall conclude whether the suspension shall be revoked, modified, extended or converted into a discharge. In the event the suspension is modified, extended or converted into a discharge, the employee may file a grievance alleging that she/he was unjustly treated; and such grievance shall be presented under Step 3, if elected of the grievance procedure within five (5) working days after the County's final decision on such suspension or discharge. Steps 1 and 2 shall be considered automatically processed.
- (3) When a Discharge Case has been submitted to a State Mediator, the Mediator shall only have the power to recommend a settlement to the County and the Union. Should the Union not accept the Mediator's recommendation, the Union may notify the County that the grievance is being appealed to Binding Arbitration. Such notice must be given to the County within forty-five (45) working days from the date of the Mediation Hearing.

It is agreed that the Mediator may recommend something other than full reimbursement of financial losses.

The Arbitrator may order a modified form of settlement other than full reimbursement for financial losses. Arbitration resulting from the application of this section shall be final and binding.

## ARTICLE VI RATES OF PAY

### Section 6.1 – Standard Wage Scale

Employees will be paid in accordance with Appendix B attached.

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

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

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

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

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

EMPLOYER will provide for a two-part Coronavirus Premium Pay Plan which will provide:

- a. Those eligible employees who are currently on the County's payroll and who worked in person between March 24, 2020 to July 27, 2020 shall receive up to the sum of \$2,500 under Part A, depending upon the duration of in-person work performed.
- b. Those eligible employees who are currently on the County's payroll shall receive a one-time lump sum payment of \$1,250 under Part B of the Plan.
- c. Any employee who will make in excess of \$80,085, with inclusion of either Part A or B or both, must provide explanation justifying why he/she should be eligible for this premium pay/hazard pay.
- d. Employees will be expected to complete an Affidavit verifying the percentage they are eligible for under Part A. The Department Head will be expected to sign the form affirming they are unaware of any information that would contradict the information attested to by the employee.

Direct Deposit shall be required.

Employees classified as Environmental Health Specialist I (PO6) shall be placed in the Environmental Health Specialist II position (P07), at the same pay step, upon achieving certification as a Registered Environmental Health Specialist (REHS) or Registered Sanitarian (RS). Likewise, employees classified as WIC Nutritionist I (PO4) shall be placed in the WIC Nutritionist II (PO5), at the same pay step, upon achieving certification as a Registered Dietician (RD). In addition, the County shall pay or reimburse employees named in this paragraph for any applicable registration fee required for re-certification.

#### Section 6.2 – Job Classification

Each job classification listed in Appendix A shall have a written job description on file in the Department of Public Health Administrative section, the Commission on Aging Administrative section and the County Personnel Office and may be reviewed by an employee or the Union upon request. If during the life of the Agreement, new jobs within the bargaining unit are established or the duties and responsibilities of an existing job are substantially changed, the Employer shall evaluate the job prior to establishing a rate of pay therefore. Whenever the Department of Public Health or Commission on Aging requests the classification of a new position or the reclassification of a current position, the Union shall be given a copy of the request.

### ARTICLE VII LONGEVITY PAY

#### Section 7.1 – Longevity

Full-time members of the bargaining unit who were hired prior to January 25, 2005 shall receive an annual longevity bonus payable as soon possible on or after December 1 of each year in the amount of seventy dollars (\$70) per year for each full year of service (as of December 1) after completion of five (5) years of service. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive pro rata longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive pro rata longevity pay for that year. Employees who are hired on or after January 25, 2005 shall not be eligible for nor shall they receive longevity pay.

If any group of Saginaw County employees (except any group subject to Act 312) receives an increase in longevity of an amount greater than the longevity amount provided above, the increase shall be extended to this Bargaining Union and shall be considered a part of this Agreement. This “me too” provision shall not provide more than one increase in the longevity amount during the term of this Agreement.



ARTICLE VIII  
MAINTENANCE OF STANDARDS

Section 8.1 – Maintenance of Standards

The Employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specified provisions for change are made elsewhere in this Agreement.

ARTICLE IX  
PAID TIME OFF (PTO) AND HOLIDAYS

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 9.1 – Paid Time Off (PTO Banks)

Regular full-time employees shall accrue PTO commencing on the date of hire and be credited on the first day of the month following thirty (30) days of service, in accordance with the following provisions:

- A. Non-probationary Employees with more than 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.
- B. Employees with three (3) but less than five (5) years of services shall accrue PTO in the amount of one hundred fifty-two (152) hours per year.
- C. Employees with five (5) but less than (10) years of service shall accrue PTO in the amount of one hundred sixty-eight (168) hours per year.
- D. Employee 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.
- E. Employee 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.
- F. Employees with more than twenty (20) years of service shall accrue PTO in the amount of two hundred sixteen (216) hours per year.

Per Year	Annual	Biweekly	Days
0 mo-3 yrs	136 hrs	5.2308 hrs	17
3-5 yrs	152	5.8462	19
5-10 yrs	168	6.4615	21
10-15 yrs	184	7.0769	23
15-20 yrs	200	7.6923	25
20 or more yrs	216	8.3077	27

Section 9.2 – Payoff at Separation

Upon termination of employment due to resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of six hundred (600) hours (maximum payment of three hundred (300) hours at employees’ current rate of compensation ) through date of termination that such employee has accrued. Upon retirement, this dollar amount will count toward the employee’s final average compensation. Compensation for unused PTO hours will be paid at the rate prevailing on the employee’s last working day.

Section 9.3 – Usage

PTO may be taken in increments of fifteen (15) minutes based on PTO earned and available at the time during which PTO is requested.

Section 9.4 – Application

Regular part-time employees will receive PTO benefits in accordance with the provisions of Section 1.2B(C).

Section 9.5 – Scheduling

Scheduled PTO time by classification and affected shifts will be worked out as far in advance as possible. To accomplish this and to consider wishes of seniority employees, after January 1<sup>st</sup>, each employee shall indicate on a yearly calendar his/her PTO request, said request shall be submitted no later than January 31<sup>st</sup>. After February 1<sup>st</sup>, all employees who have failed to select their reserved PTO time will take whatever time is available on a first come first serve basis.

A supervisor will notify employees of approval of vacation periods within a reasonable time after February 1<sup>st</sup>, of the applicable year.

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

### Section 9.6 – Payment

PTO pay will be paid at the current rate of the employee at the time it is used or paid at the time of separation. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase, which an employee is entitled to by reason of any increment plans. PTO compensation will be used in computing final average compensation as allowed under MERS rules.

### Section 9.7 – Illness Waiver

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

### Section 9.8 – Waiver

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

### Section 9.8A – Donation of PTO Hours

Members may donate PTO 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, which is attached hereto and made a part hereof.

### Section 9.9 – Holidays During PTO Leave

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

### Section 9.10 – Absence

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO during absence due to sickness or injury. PTO time will accrue during absence due to Worker's Compensation or paid disability leave only for the first ninety (90) days.

### Section 9.11 – Holidays

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

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veterans' Day
President's Day	Thanksgiving Day

Good Friday  
Memorial Day  
Juneteenth  
Independence Day

Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

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

Section 9.12 – Holiday Eligibility

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

Section 9.13 – Observance of Holidays

In the event one of the holidays fall on a Sunday, the following day, Monday will be the recognized holiday for eligible employees; if the holiday falls on Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday. Holiday hours shall be midnight to midnight. 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 9.14 – Holiday Pay

Eligible employees who perform no work on a holiday shall be paid eight (8) hours of pay at their current hourly rate of pay or four (4) hours if a half-day holiday; provided, however, an employee scheduled to work on a holiday who calls in sick shall not receive holiday pay unless such employee has notified the employer of his/her illness at least twenty-four (24) hours prior to the start of his/her shift on said holiday.

Section 9.15 – Holiday Premium Pay

Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one-half (1 ½) for all hours worked.

ARTICLE X  
LEAVES AND TIME OFF

Section 10.1 – Time Off for Illness

- A. Should an employee be absent because of illness, prior to being eligible for PTO during the first thirty (30) days of employment, she/he may be placed on leave of absence without pay.
- B. Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify his/her immediate supervisor prior to the beginning for that duty shift. Such notice shall be given as much in advance as possible.
- C. In the event that an employee becomes ill during scheduled paid time off; that employee has the option of rescheduling paid time off at a later time and not having the time off for illness count as discretionary leave. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the department head.
- D. Except as otherwise granted in this Section and subject to FMLA leave as provided in Article X, Section 10.10, and as otherwise provided by law, the Employer has the right to require proof of illness if sick leave abuse is suspected.
- E. Employees shall be permitted to return to work one (1) week after presentation of medical authorization unless further medical evaluation is deemed necessary. If the Employer requires medical evaluation for a returning employee and such examination substantiates the employee's doctor's report, the Employee shall be paid for all lost time and fringe benefits retroactive to the date the employee would have returned to work if the employee's doctor's report had been accepted.
- F. Except as otherwise granted in this Section and subject to FMLA leave as provided in Article X, Section 10.10, and as otherwise provided by law, any person who shall exhaust their PTO Bank and is absent without prior approval of the Department Head, shall be subject to discipline.

#### Section 10.2 – Leave of Absence

- A. Employees shall be eligible to apply for leaves of absence after one (1) year of service with the Employer. Leaves of Absence are for employees who, in addition to their PTO require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.
- B. Any requests for a leave of absence shall be submitted in writing by the employee to the Department Head through the Division Director. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The Department Head, in his/her sole discretion, may approve a leave of absence not to exceed one hundred twenty (120) calendar days. For longer periods, the

Department Head shall indicate his/her approval/disapproval and forward the request to the Personnel Department for consideration. If a Leave of Absence is authorized, the employee must use his/her PTO prior to commencement of the Leave of Absence, except the employee shall be entitled to keep up to forty (40) hours in his/her PTO bank.

- C. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing stating the reason for denial if applicable.
- D. An employee on an approved leave of absence will continue to accumulate seniority, while on an approved leave of absence; however the time shall not count towards progression on the merit scale.
- E. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- F. In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave, unless mutually agreed upon between the employee and Employer before such leave starts.
- G. It shall be the duty of the employee to keep the Employer notified of his/her proper address and telephone number at all times.

### Section 10.3 – Military Leave

Except as herein provided, the re-employment rights of employees and probationary employees after military service will be limited by applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as those afforded to non-union employees, pursuant to Saginaw County Policy Number 363, as amended on November 20, 2018, which is attached hereto and incorporated herein. Employees shall continue to accrue seniority while on military leave.

### Section 10.4 – Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer. Employees shall return to their work location once they have been dismissed from jury duty, if they have been dismissed during their regularly scheduled work hours and at least one hour remains in their scheduled work day.

### Section 10.5 – Court Time

Employees required either by the County of Saginaw or any other agency to appear before a Court or such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the Employer shall be granted a leave of absence with pay (as set forth in the following paragraph) for 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 10.6 – Union Leave

Leaves of absence without pay may be granted to any employee elected or selected by the Union to attend educational classes, or conventions conducted by the Union. Notice will be given to the County as early as possible. The number will not exceed two (2) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one calendar year. No more than thirty (30) days may be taken in any one year for all union educational classes and conventions. All fringe benefits will continue to be paid by the Employer during such leaves. Approval of Union Leaves will not be unreasonably denied.

### Section 10.7 – Disability Leave

Regular full-time employees may hold probationary status and qualify for leave.

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 the first day of the month following the completion of thirty (30) days of service. Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy #341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available. Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty (40) hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority, whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

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

If 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 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.

Eligibility. Under no circumstances will an employee be eligible for benefits described above 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.

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).

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.

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 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.



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.

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.

Any person on disability leave who can return to work with the employer in any position for which they are qualified, shall be required to return. Those employees returning to work shall receive payment for the job duties which they are currently performing. Once an employee is able to resume his/her regular job, he shall be permitted to do so.

#### Section 10.7A – Work Related Accommodations

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

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

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

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

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

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

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

#### Section 10.8 – Veteran’s Funeral Leave

Where requested by proper officials of a recognized Veteran’s organization an employee may be granted reasonable time off, with pay, to attend a veteran’s funeral or civic affairs, as a representative of the Veteran’s organization, when approved by the manager and where, in the opinion of the department involved, their operations will not be adversely affected.

#### Section 10.9 – Funeral Leave

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

#### Section 10.10 – Family and Medical Leave

Family and Medical Leave shall be in accordance with Saginaw County Policy #364, as amended on January 20, 2009, which is attached hereto and incorporated herein, subject to law.

### ARTICLE XI SAFETY AND HEALTH

#### Section 11.1 – Provisions for Safety and Health

The County will make reasonable provisions for the safety, health and comfort of its employees during their hours of employment.

#### Section 11.2 – Pay for Time Lost on Date of Injury

An employee injured while performing his/her duties for the County will be paid at the appropriate rate, including shift premium, if applicable, for any time lost that she/he otherwise would have worked on the date of the injury.

#### Section 11.3 – Safety Committee

There will be a safety committee which shall include at least one (1) employee representing the bargaining unit. The purpose of this committee will be to advise the Department Head of conditions which, in its judgment, may constitute unsafe and/or unhealthy conditions. The Committee will advise the Department Head or conditions of

the facility and meet as needed to fulfill this purpose. Time spent by the representatives from the bargaining unit on committee work will be without loss of pay.

#### Section 11.4 – Immunizations

Employer offers to members the opportunity of obtaining the following immunizations/tests at no cost to the employee:

1. Tetanus/Diphtheria/Pertussis
2. Influenza Booster
3. Hepatitis B (recombinvax) immunization
4. Tuberculin testing annually or chest x-ray
5. MMR
6. Varicella
7. Other vaccines as deemed necessary by the Health Officer

### ARTICLE XII INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to January 25, 2005; and NEW EMPLOYEES are defined as bargaining unit members who were hired on or after January 25, 2005.

#### Section 12.1 – Hospitalization/Medical Insurance

Employees will have health insurance coverage through the health plan known as Michigan Conference of Teamsters Welfare Fund (“the Trust Fund”).

The County shall pay the group premium for actual costs up to the “hard cap” limitations as established in PA 152, as amended. 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. New employees hired after the effective date of this agreement shall be provided health care benefits on the first of the month following thirty (30) days of service. In no event shall the waiting period extend beyond what is required by law.

Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as defined in Section 12.13) at the time they are first hired or at open enrollment.

EMPLOYEES shall not be eligible for any other health care plan offered by the Employer. To the extent that there are charges that have been incurred, but not yet reported, (“IBNR”) health care claims from the Employee’s prior health care coverage on Health Department and Commission on Aging Employees that have been transferred to

the Teamster's healthcare plan, the Employer will be assessing those employees for their share, if any, of those costs.

Regular part-time employees hired on or before June 17, 1992, shall continue to receive insurance benefits as provided in Section 12.1 and 12.7 for themselves and their dependents subject to the co-pays, limitations, and use of PA 152, as amended, hard cap methodology calculation requirements provided above and elsewhere in this Article.

Regular part-time employees hired on or after June 17, 1992, who work twenty (20) or more hours per week, but less than full-time, shall be eligible to receive single person coverage subject to the co-pays, limitations, and use of the PA 152, as amended, hard cap methodology calculation requirements provided above and elsewhere in this Article. Except that additional coverage which was purchased prior to May 14, 2002 can be maintained at the employee's expense.

Regular part-time employees hired on or after May 14, 2002 shall not be eligible for health insurance, unless otherwise required by law.

Benefits and coverages for the Teamsters Plan are summarized in the attached benefit summary.

#### Section 12.2 – Dental Insurance Cost Sharing

It is agreed that employees shall pay a base amount of no less than ten percent (10%) of the premium cost of the dental insurance.

#### Section 12.3 – 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 premiums 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 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 12.4 – 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 the Defined Contribution plan. Current employees will be eligible to enroll in the high deductible plan only. Additional plans offered at the Employer's sole option are

not available and there will be no opportunity to switch to other existing options, pursuant to the following conditions:

a. An employee hired before January 1, 1998, retiring from Saginaw County employment and his/her spouse at the time of retirement will be eligible to enroll in the high deductible health plan, provided proper application is made prior to retirement.

b. An employee hired after January 1, 1998, upon retiring from Saginaw County employment, will be eligible to enroll in the high deductible health plan, single coverage (employee only) and may not purchase coverage for non-covered dependents except as permitted under COBRA.

c. New employees hired on or after January 25, 2005, retiring from Saginaw County are not eligible for retiree health insurance.

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

Effective January 1, 2014, an employee who retires under this Agreement and is eligible for and elects to receive retiree 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	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%

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) per month, in lieu of said coverage, provided they are not covered under a County health plan. This election is irrevocable; individuals electing this option may not re-enter the health coverage program under any circumstances.

#### Section 12.5 – 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 12.6 - Health Care Savings Program (HCSP) for NEW EMPLOYEES (Hired on or after January 25, 2005)

NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 12.4 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 County will contribute one percent (1%) of qualifying employees' salary to the HCSP and those enrolled are mandated to contribute one percent (1%) of their salary. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

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

#### Section 12.7 – 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 day of the month following thirty (30) days of completed full-time service.

Percentage:

Class I – 100% (Preventive, diagnostic, and emergency palliative)

Class I – 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 II benefits.

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

#### Section 12.8 – 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 day of the month following thirty (30) days of service.

#### Section 12.9 – 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 dollars (\$50,000) and fifty thousand dollars (\$50,000) Accidental Death and Dismemberment insurance effective the first 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 dollars (\$4,000) group term life.

## Section 12.10 – Liability Insurance

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

## Section 12.11 - 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 12.12 - Continuation of Insurance

Insurance 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 would result in coverage through 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 would result in coverage through May 31). The term "EMPLOYER expense" shall be in accordance with Section 1 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 County or Employer expense are subject to the employee premium sharing as set forth in this Article.

#### Section 12.13 – Option to Health Insurance Coverage

A full-time employee who is eligible to receive or is presently enrolled in the Michigan Conference of Teamsters Welfare Fund (“the Trust Fund”) 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. All part-time employees who currently receive an option shall receive fifty percent (50%) of the level of a full-time employee.

Employees who leave the health insurance plan of the Michigan Conference of Teamsters Welfare Fund (“the Trust Fund”) 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 reenter Michigan Conference of Teamsters Welfare Fund 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 12.14 – Section 125 Cafeteria Plan

The Employer shall continue to provide a Section 125 Cafeteria Plan through AFLAC, or its equivalent, in accordance with the terms and conditions of the Plan Document.

#### Section 12.15 – Wellness Activity Reimbursement

The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, as amended December 17, 2017, attached hereto and incorporated herein, up to the amount of \$200 per calendar year.

#### Section 12.16 – 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 12.17 – 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 12.18 – 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 1 of this article.

## ARTICLE XIII WORKERS' COMPENSATION

In the event an employee sustains an occupational injury, she/he 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 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 (on the day of the injury) reporting the occupational injury to his/her supervisor and shall request and complete the appropriate Workers' Compensation form substantiating the injury. The employee shall cooperate with the Employer should an employer's physician examination be requested by the employer. Reasonable post exam treatment orders must be followed. The Employer shall maintain the right to remain in communication with an employee who is absent due to a compensable injury to determine the nature of the disability, prognosis and expected date of return.

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

## ARTICLE XIV HOURS OF EMPLOYMENT AND REST PERIODS

### Section 14.1 – Hours of Employment

Normal hours for County employees are eight (8) hours to be set between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, with one (1) hour allowed for lunch. Lunch hours should be scheduled between 11:00 a.m. and 2:00 p.m. unless other

arrangements are made with the division director. Clinic staff must schedule lunch during clinic closure unless otherwise permitted by the Division Director. At least a one-half (1/2) hour lunch period must be taken. All employees may make special arrangement for a thirty (30) minute lunch hour with prior supervisory approval.

Special hours are those other than normal hours. Staff will not normally be scheduled for work over eight (8) hours, however management reserves the right to alter the schedule to provide adequate services.

In the event a service is required that results in a change to the regular work schedule, (example: evening clinics) the County shall ask for individual volunteers from employers who normally provide such service at that location or Program. In the event there are insufficient volunteers the Employer shall assign personnel at their discretion.

Employees are expected to conform with the above hours of work, report promptly for work and remain until the close of their regular shift. Late arrivals will be covered by the terms of County Policy Number 333 – Hours of Work, as amended on November 20, 2018. Except as provided by applicable federal and state law, unscheduled, unpaid time off, absenteeism and/or habitual tardiness will not be tolerated and will be subject to progressive disciplinary action up to and including discharge.

In the event of a time change (from E.S.T. or D.S.T., etc.) no overtime is to be paid to the employees nor any time deducted, but they shall be paid as if they had worked a regular shift.

The parties, by mutual agreement, may agree to different starting and quitting times in order to allow for flex time.

#### Section 14.2 – Recall Pay/Weekend Overtime Pay

Any employee required to return to work outside of his/her regularly scheduled hours shall receive a minimum of two (2) hours pay at overtime rates. An employee required to work outside his/her regular schedule on Saturday, Sunday, or a holiday shall receive a minimum of two (2) hours work or pay at time and one-half (1 ½) the regular rate.

#### Section 14.3 – Rest Periods

All employees working an eight (8) hour shift shall be entitled to two (2) rest periods per day, excluding their lunch periods. These periods shall be taken one before and one after lunch. Length of the rest periods shall be fifteen (15) minutes each. The rest periods shall be staggered so as not to curtail services to the public. Rest periods shall be considered as working time and may not be added to the lunch period or accumulated in any manner. Lunch time and rest periods shall be taken in appropriate places and cannot be taken in a manner which will interfere with the normal work patterns or with employees who are not duty free. If an employee works from 8:00 a.m. to 7:00 p.m. (Clinics), the

employee shall be allowed a third rest period as scheduled by the employer of fifteen (15) minutes in duration. Part-time employees who work six (6) or more hours per day will be entitled to two (2) fifteen (15) minute rest breaks.

ARTICLE XV  
TRAVEL

Section 15.1 – Policy

It shall be the policy of Saginaw County to reimburse employees for travel expenses incurred as a result of their official duties at rates in accordance with the specific provisions enumerated herein. The policy shall apply to all employees who by the nature of their assigned responsibilities, or because of special circumstances, are required by the County to use their privately-owned vehicle for travel and/or perform functions at a location other than their normal work location.

Section 15.2 – Mileage

Mileage shall be paid at the prevailing IRS rate per mile for employees required to use their privately-owned vehicle in conducting County business.

- A. When traveling to out-of-county activities, transportation must be shared whenever possible. Economical use of County funds has priority over personal convenience or preference.
- B. All mileage shall be computed from the normal work location to the destination point and return except in the following situations:
  - 1. Mileage will be computed from residence to destination if actual departure is from the residence and if the distance is less than the distance from work location to destination.
  - 2. If the distance is greater from the residence, the employee may still leave from there but mileage will be calculated from the work location to destination.
  - 3. Under no circumstances is mileage allowed between residence and normal work location, providing that the normal work location is any Saginaw City-based Commission on Aging or Department of Public Health facility or clinic site. If the employer assigns an employee a normal work location at an outlying clinic on a daily permanent basis, mileage will not be paid from residence to that outlying clinic. Normal work locations may vary from day to day for a given employee; however, any variation in work location shall be discussed with the involved employee prior to the end of the previous work day. If an employee is required to travel from the normal work location to

another site on the same day, mileage will be paid at the established rate.

4. If an employee is called in to work during other than his/her normal working hours at location other than his/her normal work location, she/he shall be paid mileage from his/her home to the destination point and return home.

### Section 15.3 – Meals

A per diem meal allowance will be made using the Internal Revenue Service approved rate or the rate approved by the State of Michigan whichever is less under the conditions enumerated below.

- A. Official travel which takes the individual outside the boundaries of Saginaw County during the entire mealtime hours will render eligibility for a per diem meal allowance, based on when the employee was required to leave and return.
- B. Mealtime is defined as follows:

<u>Per Diem</u>	<u>Maximum Eligible</u>
Breakfast: 6:00am to 8:30am	¼ Per Diem
Lunch: 11:00 am to 1:30pm	¼ Per Diem
Dinner: 4:30 pm to 7:00pm	½ Per Diem

- C. Per Diem meal allowances are based on receiving ¼ of said allowance for breakfast, ¼ lunch and ½ for dinner on those days requiring official travel. When a meal (s) is included in the cost of a conference registration fee, the per diem shall be adjusted accordingly.
- D. The Controller's Office shall publish from time to time the approved rates and shall provide a copy to the Union at the time it is distributed to departments, including metro rates.

### Section 15.4 – Accommodations

Reimbursement may be made for actual expenditures for overnight accommodations subject to the following restrictions and limitations:

- A. If the destination is more than one hundred fifty (150) miles from the normal work location and if the individual must be at the destination at or before 9:00 a.m., travel may commence after lunch on the day preceding.

- B. If official business terminated after 5:00 p.m. and the location is more than one hundred fifty (150) miles from the normal work location, the employee may remain overnight and commence travel the following morning.
- C. If the temporary work location is more than fifty (50) miles from the normal work location and the duration is more than one (1) day, the nights between such work days may be spent in the immediate vicinity and reimbursement claimed for cost of lodging at established rates.
- D. Reimbursement is limited to the cost of a single room at prevailing rates for accommodations normally used in business, however:
  - 1. Double accommodations may be utilized when appropriate.
  - 2. If a “double” is shared with a County employee, each may claim reimbursement for one-half (1/2) the rate.
  - 3. If the cost of a “double” is shared with a non-county employee, reimbursement may be claimed for the actual expenditure or an amount equal to the rate for a single occupancy accommodation, whichever is less.
  - 4. If a “double” is used and the entire cost is paid by the official, or employee, reimbursement shall be made for three-fourths (3/4) of the double rate.

#### Section 15.5 – Compensatory Time

When traveling to out-of-county activities, the right to compensatory time shall be waived.

#### Section 15.6 – Out-of-State Travel

Travel outside the state shall be consistent with County Policy No. 351, amended January 18, 2011.

### ARTICLE XVI OVERTIME HOURS

#### Section 16.1 – Overtime

Overtime rates shall be paid for hours worked over regular employment. Overtime shall be any hours of employment worked over forty (40) hours in one (1) week. All hours paid to an employee with the exception of PTO used in increments of less than eight (8) hours shall be considered as hours worked for the purpose of computing whether an employee has worked forty (40) hours in a week. The limitation on the use of PTO in less than eight (8) hour increments shall not apply to an Environmental Health Specialist. There shall be no pyramiding of overtime.

The rate of overtime shall be at one and one-half (1 ½) the regular rate of pay. Compensatory time at time and one-half (1 ½) may be earned in lieu of overtime rate if the employee requests it, the employer concurs and the compensatory time is taken pursuant to and in accordance with applicable provisions of the Fair Labor Standards Act. Compensatory time shall be requested, used and approved in the same manner as PTO; and all accumulated compensatory time must be used by December 31 of the following calendar year of being earned and thereafter cannot be carried over. Time spent at evening meetings by professional personnel shall be considered overtime hours.

Provisions of this section and any other contract provisions that may apply shall not prohibit bargaining unit members from volunteering their service in a manner which is consistent with the Fair Labor Standards Act.

## ARTICLE XVII MISCELLANEOUS

### Section 17.1 – Printing Agreement

The County agrees to having this Agreement printed and to distribute copies to employees and supervisors.

### Section 17.2 – Employment of Handicapped Employees

In the event an employee sustains an occupational disability and becomes handicapped as a result thereof, every effort will be made by the County to provide the handicapped employee such suitable employment as is available within the bargaining unit.

### Section 17.3 – Union Access to the Health Dept./COA

Representatives of the UNION, after first notifying the Health Officer or COA Director, or his/her designated representative, may visit the areas of the Public Health Department or Commission on Aging where the bargaining unit employees they represent are located for the purpose of Union business, provided that such visits occur at reasonable intervals during working hours and they do not unreasonably interfere with the service of the Public Health Department or Commission on Aging.

### Section 17.4 – Federal and State Laws

If the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

### Section 17.5 – Performance Review

Performance appraisals provide a formal means by which to measure an individual employee's performance against employer expectations. All probationary employees must have a written review of their work performance by their immediate supervisor at three (3) months of employment and again at six (6) months with interim evaluation if necessary and for all permanent employees annually thereafter. Both the employee and the immediate supervisor shall acknowledge such written review by signature; however, in the event an employee disagrees with the review, the employee shall have the option of placing their own written comments on the review form. One (1) copy of an employee's signed review form shall be provided to the employee upon request.

### Section 17.6 – Bulletin Boards

The Employer agrees to provide bulletin board space on existing boards on the first, second and third floors, and locations outside the Main Health Center where there are normally stationed members of the bargaining unit. This space may be used by the Union for announcements affecting the bargaining Unit's employees which are not political in nature. Notices other than announcements of meeting, elections, or social events shall be submitted to the Employer for approval prior to posting.

The Commission on Aging agrees to provide bulletin boards in the main office, central kitchen and Maple Grove Kitchen to be used for announcements affecting the bargaining unit employees including, but not limited to announcements of meetings, elections or social events and to post job vacancies.

Notices may be posted during working hours by Union Steward, committee member or designee, within his/her normal work locations.

### Section 17.7 – Building Closure

When unforeseen circumstances force any building closure for any reason which affects bargaining unit members, affected employees will be excused from work, without loss of pay, during the time period the building is closed. However, any employee who is affected by a building closure as a result of inclement weather and who, if due to the nature of his/her job, is required to work on such days, will be paid double time (where it is essential that the position be staffed). For those employees who the County determines their attendance is mandatory, the County will be responsible for transporting the employee to and from the job if the employee cannot otherwise get to work and request transportation. Those employees who are affected by a building closure for reasons other than inclement weather, but who are required to work or who are working in the field when the affected building is closed, will receive an amount of time off with pay which is equivalent to the number of hours employees were paid for not working while the affected building was closed.



Employees shall be required to monitor the status of the building reopening and to report for work the balance of the employee's regular shift in the event the building is reopened through the employee notification system (i.e. communicator!NXT). Failure to report back to work either by phone or in person upon the building reopening will result in the employee being charged PTO or unpaid time from the time the building was closed to the end of the shift. An employee may request to take PTO in accordance with established department procedures regarding emergency PTO use. PTO will be charged only for the time after the building has reopened. Those employees who were on approved PTO prior to a building closure shall not lose PTO for those hours the buildings(s) were officially closed.

#### Section 17.8 – Severe Weather

When the Commission on Aging (COA) closes services (Senior Centers, Home Delivered Meals and/or Transportation) due to inclement weather, the County of Saginaw does not close its operations pertaining to staff. Employees are expected to report to work and must follow procedures if unable to report to work for their regular schedule.

1. Employees must call and speak directly to their supervisor, or a supervisor in charge that is authorized to approve time off. Leaving a message on the phone stating that you are calling in will not be accepted and will be considered absent from work without approval.

- A. Employees can request to use "paid time off (PTO)" or;
- B. Request to take the day off without pay (This option will only be approved on days when COA post inclement weather closures in an employee's service are).

#### Section 17.9 – Bonding

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

#### Section 17.10 – Review of Personnel File

Each employee shall have the right to review his/her personnel file and have copies made at the current fee schedule and may have a Steward or Union Business Representative present.

#### Section 17.11 – Retirement

For the purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to January 25, 2005; and NEW EMPLOYEES are defined as bargaining unit members who were hired on or after January 25, 2005.

CURRENT EMPLOYEES hired prior to November 1, 1994 who have not voluntarily opted to be members of the Defined Contribution plan (DC Plan), shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-3 and F50/25 or F55/20, FAC 5, V-6 Program and 0% employee contribution.

All other CURRENT EMPLOYEES are 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>
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 contribution:

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

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

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

<u>SERVICE TIME</u>	<u>RETAINED BY EMPLOYEE</u>
UP to 35 MONTHS	0%
36 MONTHS THROUGH 47 MONTHS	25%
48 MONTHS THROUGH 59 MONTHS	50%
60 MONTHS THROUGH 71 MONTHS	75%
72 MONTHS PLUS	100%

Ten (10) days worked in a month will be counted as one (1) month.

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

#### Section 17.12 – Uniform Allowance

Environmental Health Sanitarian will wear logo shirts. Any color is possible. Employees wearing logo shirts can wear any bottoms that follow the Public Health dress code. Clerical staff is not required to wear a logo shirt, but will follow the Public Health dress code. Clinical staff will wear logo scrubs. Clinical staff consists of Clinical Nurses I & II, Health Technicians, WIC Technician, Laboratory Assistant, Lab Testing Aide and Laboratory Technologist. The logo shirts may be long sleeve or short sleeve. The County will furnish up to five (5) shirts and/or scrubs and will replace as needed.

The Food Service Coordinator, Custodian and Kitchen Assistant only at Commission on Aging, will receive a uniform allowance up to the sum of three hundred dollars (\$300), based upon receipts provided.

The County will reimburse up to the sum of two hundred dollars (\$200) for a boot allowance, based upon receipt provided, for Environmental Health Sanitarian. Environmental Health Sanitarian II-Solid Waste Position, will be reimbursed up to the sum of two hundred fifty dollars (\$250) for steel toe boots, based upon receipt provided.

The employer agrees to provide, at no cost to employees, protective outer garments for clerks who perform technical work and for other employees who are exposed to bio-hazardous waste including, but not limited to, personal protective equipment such as gloves, gowns, laboratory coats, face shields or masks and eye protection and mouth pieces, resuscitation bags, pocket masks or other ventilation devices. The employer shall clean, launder and dispose of personal protective equipment required by this Section. If MIOSHA/OSHA places greater requirements and/or responsibilities on the employer, then the greater protection shall be extended to employees of the bargaining unit.

#### Section 17.13 – Educational Reimbursement

Department of Public Health and Commission on Aging employees shall be eligible to participate and enjoy the benefits of educational reimbursement as defined in the Saginaw County Educational Reimbursement Policy to the extent and level of benefit as determined by the Board of Commissioners and in effect at the time of application.

#### Section 17.14 – CEUs

COA and Health Department employees who are required to complete mandatory Continuing Education Units (CEUs) to maintain professional re-licensure, registrations and/or certifications that are required for the position will be given the opportunity to complete CEU programs approved by the Employer. All programs must be pre-approved and job related and in such cases shall be paid for by the Employer. Employees shall be entitled to mileage, meal and travel expenditures consistent with Article XIV. Approval of reimbursement will be subject to the availability of funds.

#### Section 17.15 – Residency

Employees shall be encouraged to maintain their residency within the County of Saginaw.

#### Section 17.16 – Establishing Wages Commensurate with Job Descriptions

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

#### Section 17.17 – Use of County Property for Union Business

The Union may use available rooms at the Public Health Department and/or Commission on Aging for Union meetings, with the prior consent of the Health Officer or COA Director. The Union agrees not to use the Employer's work time and/or equipment other than to gather information relative to grievances, process grievances, announce meetings, and to communicate with the Union's Business Representative. The Union shall orient its members to appropriate ways of conducting Union business.

#### Section 17.18 – 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 17.19 – 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 17.20 – Wages and Other Non-312 Bargaining Units

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

Section 17.21 – Retirement Health Insurance and Other Non-312 Bargaining Units

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

ARTICLE XVIII  
WAIVER CLAUSE

Section 18.1 – Waiver Clause

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

ARTICLE XIX  
TERM OF AGREEMENT

Section 19.1 – Effective Date and Termination Date

This Agreement shall become effective as the date of execution hereof and shall remain in effect until September 30, 2024. It shall automatically renew itself from year to year thereafter unless either part shall give written notice to the other party not less than

sixty (60) days prior to the expiration to this Agreement, or any September 30 thereafter that it desires to modify or terminate this Agreement.

Section 19.2 – Notices

Notice in accordance with Section 18.1 above, shall be given by certified mail; be completed by and at the time of mailing; and if given by the County, to be addressed to the Union as follows: Teamsters State, County and Municipal Workers Local 214, 2825 Trumbull Avenue, Detroit, MI 48216 and, if given by the Union, to be addressed to the County as follows: Saginaw County Personnel Department, 111 S. Michigan Avenue, Saginaw, MI 48602. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

**APPENDIX A - LIST OF CLASSIFICATIONS  
PUBLIC HEALTH AND COMMISSION ON AGING EMPLOYEES**

SENIOR ADMINISTRATIVE ASSISTANT	B14
ACCOUNTANT I	B15
COMMUNITY HEALTH IMPROVEMENT COORDINATOR	B17
EPIDEMIOLOGIST	B18
LAB TECHNOLOGIST	B15
LAB TECHNOLOGIST - PT	B15
OFFICE COORDINATOR	T11
ENVIRONMENTAL HEALTH SPECIALIST I	B15
ENVIRONMENTAL HEALTH SPECIALIST II	B16
OFFICE ASSISTANT II	T07
ENVIROMENTAL HEALTH SPECIALIST II-SOLID WASTE	B16
SENIOR ENVIROMENTAL HEALTH SPECIALIST	B17
LABORATORY ASSISTANT	T09
HEALTH SPECIALIST I	T07
VISION TECHNICIAN	T08
HEARING TECHNICIAN	T08
HEARING & VISION COORDINATOR	T11
HEALTH SPECIALIST II	T10
HEALTH TECHNICIAN	T09
WIC TECHNICIAN	T10
NUTRITIONIST II	B15
NUTRITIONIST I	B14
HEALTH PROMOTION COORDINATOR	B17
EMERGENCY PREPAREDNESS COORDINATOR	B17
CUSTODIAN	T06
PROGRAM ASSISTANT	T09
CASEWORKER	B15
SENIOR CENTER SPECIALIST	T14
SENIOR CENTER COORDINATOR	T09
ACCOUNT SPECIALIST I	T08
PROGRAM SPECIALIST I - FT	T08
PROGRAM SPECIALIST I - PT	T08
DRIVER II - FT	T06
DRIVER II - PT	T06
CARE MANAGEMENT R.N.	B16
CARE MANAGEMENT COORDINATOR	B18
ACTIVITIES VOLUNTEER COORDINATOR	B12
FOOD SERVICE COORDINATOR	B12
KITCHEN ASSISTANT	T06
KITCHEN ASSISTANT- PT	T06
DRIVER I - PT	T04

SAGINAW COUNTY GOVERNMENT  
SCHEDULE OF SALARY PROGRESSION  
ANNUAL AND BI-WEEKLY EFFECTIVE 04/19/2022

SALARY GRADE	UNION D TEAMSTERS COA/HEALTH					TEAMSTERS					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	50,060.00 1,925.38	51,812.00 1,992.77	53,625.00 2,062.50	55,502.00 2,134.69	57,439.00 2,206.88	59,319.00 2,281.50	61,395.00 2,361.35	63,544.00 2,444.00
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	57,439.00 2,206.88	59,319.00 2,281.50	61,395.00 2,361.35	63,544.00 2,444.00	65,693.00 2,526.65	67,992.00 2,615.08
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	57,313.00 2,204.35	59,319.00 2,281.50	61,395.00 2,361.35	63,544.00 2,444.00	65,693.00 2,526.65	67,992.00 2,615.08	70,291.00 2,703.50	72,752.00 2,798.15
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	65,693.00 2,526.65	67,992.00 2,615.08	70,291.00 2,703.50	72,752.00 2,798.15	75,212.00 2,892.77	77,843.00 2,993.96
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	70,291.00 2,703.50	72,752.00 2,798.15	75,212.00 2,892.77	77,843.00 2,993.96	80,477.00 3,095.27	83,293.00 3,203.58
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	75,212.00 2,892.77	77,843.00 2,993.96	80,477.00 3,095.27	83,293.00 3,203.58	86,109.00 3,311.88	89,124.00 3,427.85
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	75,125.00 2,889.42	77,756.00 2,990.62	80,477.00 3,095.27	83,293.00 3,203.58	86,109.00 3,311.88	89,124.00 3,427.85	92,138.00 3,543.77	95,362.00 3,667.77
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	86,109.00 3,311.88	89,124.00 3,427.85	92,138.00 3,543.77	95,362.00 3,667.77	98,587.00 3,791.81	102,038.00 3,924.54
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	92,138.00 3,543.77	95,362.00 3,667.77	98,587.00 3,791.81	102,038.00 3,924.54	105,488.00 4,057.23	109,181.00 4,199.27
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	98,587.00 3,791.81	102,038.00 3,924.54	105,488.00 4,057.23	109,181.00 4,199.27	113,000.00 4,344.11	117,000.00 4,638.99
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	105,488.00 4,057.23	109,181.00 4,199.27	113,000.00 4,344.11	117,000.00 4,638.99	121,000.00 4,933.87	125,000.00 5,228.65
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	113,000.00 4,344.11	117,000.00 4,638.99	121,000.00 4,933.87	125,000.00 5,228.65	129,000.00 5,518.33	133,000.00 5,802.81



SAGINAW COUNTY GOVERNMENT  
SCHEDULE OF SALARY PROGRESSION  
ANNUAL AND BI-WEEKLY EFFECTIVE 04/19/2022

SALARY GRADE	UNION D TEAMSTERS COA/HEALTH		TEAMSTERS					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)	1	2	3	4	5	
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				

SAGINAW COUNTY GOVERNMENT  
SCHEDULE OF SALARY PROGRESSION  
ANNUAL AND BI-WEEKLY EFFECTIVE 04/19/2022

SALARY GRADE	UNION D TEAMSTERS COA/HEALTH		TEAMSTERS					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)		
T04	24,531.00 943.50	25,390.00 976.54	26,277.00 1,010.65	27,198.00 1,046.08	28,150.00 1,082.69	29,135.00 1,120.58	30,155.00 1,159.81	31,210.00 1,200.38	32,302.00 1,242.38
T06	28,086.00 1,080.23	29,069.00 1,118.04	30,086.00 1,157.15	31,140.00 1,197.69	32,229.00 1,239.58	33,357.00 1,282.96	34,525.00 1,327.88	35,733.00 1,374.35	36,983.00 1,422.42
T07	30,051.00 1,155.81	31,103.00 1,196.27	32,192.00 1,238.15	33,319.00 1,281.50	34,485.00 1,326.35	35,692.00 1,372.77	36,940.00 1,420.77	38,235.00 1,470.58	39,573.00 1,522.04
T08	32,154.00 1,236.69	33,281.00 1,280.04	34,445.00 1,324.81	35,651.00 1,371.19	36,897.00 1,419.12	38,190.00 1,468.85	39,527.00 1,520.27	40,910.00 1,573.46	42,342.00 1,628.54
T09	34,405.00 1,323.27	35,610.00 1,369.62	36,858.00 1,417.62	38,146.00 1,467.15	39,481.00 1,518.50	40,863.00 1,571.65	42,293.00 1,626.65	43,773.00 1,683.58	45,306.00 1,742.54
T10	36,815.00 1,415.96	38,102.00 1,465.46	39,436.00 1,516.77	40,816.00 1,569.85	42,245.00 1,624.81	43,724.00 1,681.69	45,254.00 1,740.54	46,838.00 1,801.46	48,478.00 1,864.54
T11	39,390.00 1,515.00	40,769.00 1,568.04	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
T14	48,256.00 1,856.00	49,944.00 1,920.92	51,694.00 1,988.23	53,501.00 2,057.73	55,376.00 2,129.85	57,313.00 2,204.35	59,319.00 2,281.50	61,395.00 2,361.35	63,545.00 2,444.04

# Michigan Conference of Teamsters Welfare Fund



## Schedule of Benefits Benefit Package 1031

Date Inquired About: 5/20/2019  
Today's Date: 5/20/2019

Effective January 2019



**Michigan Conference of Teamsters Welfare Fund (MCTWF)**  
**Benefit Package 1031**  
**SCHEDULE OF BENEFITS**

New Key 1b Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network
<b>Annual Deductible</b>	\$100 per individual \$200 per family	\$200 per individual \$400 per family
<b>Annual Out of Pocket Maximum</b> includes medical copay and coinsurance amounts. <small>MCTWF complies with the Affordable Care Act out-of-pocket cost limits*</small>	\$1,000 per individual in excess of deductible \$2,000 per family in excess of deductible	\$2,000 per individual in excess of deductible \$4,000 per family in excess of deductible
<b>In-Patient Hospital Expenses</b>	Covered 90%** of CC after \$250 copayment subject to deductible for up to 365 days semi-private room or private room if medically necessary	Covered 80%** of MAB after \$250 copayment subject to deductible for up to 365 days semi-private room or private room if medically necessary
<b>Hospital Emergency Expenses</b> (must meet criteria)	Covered 100% of CC after \$75** copay (waived if admitted)	Covered 100% of MAB after \$75** copay (waived)
<b>Mental Health &amp; Substance Use Disorder Benefits</b> (must receive prior authorization for inpatient services by calling BCBS at 800-762-2382)	<b>Inpatient Hospital:</b> Covered 90%** of CC after \$250 copay per admission subject to deductible <b>Inpatient Physician:</b> Covered 90%** of CC subject to deductible <b>Outpatient Physician:</b> \$15** copay	<b>Inpatient Hospital:</b> Covered 80%** of MAB after \$250 copay per admission subject to deductible <b>Inpatient Physician:</b> Covered 80%** of MAB subject to deductible <b>Outpatient Physician:</b> Covered 70%** of MAB subject to deductible
<b>Surgical Expenses</b>	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
<b>Specified Organ Transplant Program Expenses</b>	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
<b>Maternity Expenses</b> Pre/Post Natal Delivery	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
<b>Anesthesia Expenses</b>	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
<b>Ambulance Expenses</b> Ground/Air/Water	Covered 90%** of CC subject to deductible	Covered 90%** of MAB subject to deductible
<b>X-ray and Diagnostic Testing Expenses</b>	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
<b>Laboratory Expenses</b> Fluids/Pathology/Diagnostic Tests	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
<b>Physician Charges</b> Inpatient	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
Outpatient Primary Care Visit Outpatient Specialist Visit Outpatient Urgent Care Visit MDLIVE Telehealth Consultation	\$15** copay \$30** copay \$35** copay \$10** copay	Covered 70%** of MAB subject to deductible Covered 70%** of MAB subject to deductible Covered 70%** of MAB subject to deductible Not Covered
<b>Wellness Benefit</b> Physical / GYN Exam / Well Child Exam	Covered 100% of CC Deductible & coinsurance waived	Covered 80%** of MAB subject to deductible
<b>Wellness Benefit</b> Pap Smear Screening & Mammogram Screening	Covered 100% of CC Deductible & coinsurance waived	Covered 80%** of MAB subject to deductible
<b>Wellness Benefit</b> Child Immunization / Adult Flu Vaccination	Covered 100% of CC Deductible & coinsurance waived	Covered 80%** of MAB subject to deductible
<b>Injection Expenses</b>	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible
<b>Chiropractic Expenses</b>	24 spinal manipulations per person annually covered 80% of CC. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech &amp; Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .	24 spinal manipulations per person annually covered 70% of MAB. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech &amp; Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .
<b>Hearing Aid Expenses</b>	Covered 90%** of CC subject to deductible, up to \$1,000 per person, per aid every 2 years	Covered 90%** of MAB subject to deductible, up to \$1,000 per person, per aid every 2 years

New Key 1b Medical Benefit	BCBS PPO Network	Non-BCBS PPO Network			
Outpatient Cancer Treatment (c.g. chemotherapy & radiation therapy)	Covered in full Copayment and coinsurance waived	100% of MAB Coinsurance waived			
Physical, Speech & Occupational Therapy Expenses	Covered 90%** of CC subject to deductible	Covered 80%** of MAB subject to deductible			
Home Health Care Expenses	Covered 90%** of CC subject to deductible	Covered 90%** of MAB subject to deductible			
Skilled Nursing Facility Expenses	90%** eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.	90%** eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.			
Hospice Care Expenses	Covered 90%** of CC subject to deductible	Covered 90%** of MAB subject to deductible			
Durable Medical Equipment and Medical Supplies Expenses	Covered 90%** of CC subject to deductible	Covered 90%** of scheduled amount subject to deductible			
Prosthetic Devices and Orthotics Expenses	Covered 90%** of CC subject to deductible	Covered 90%** of MAB subject to deductible			
Survivor Health Benefits	Provides up to 36 months of free medical and prescription drug coverage for eligible spouses and dependent children of participants who die while actively covered under a MCTWF medical benefits package. Coverage will mirror the benefits provided to the deceased participant's MCTWF participating group.	Provides up to 36 months of free medical and prescription drug coverage for eligible spouses and dependent children of participants who die while actively covered under a MCTWF medical benefits package. Coverage will mirror the benefits provided to the deceased participant's MCTWF participating group.			
<b>New Rx2 Prescription Drug Benefit</b>	<b>Caremark Pharmacy Network</b>				
	Covered in full after the below applicable copay at a participating retail or mail order pharmacy.				
	Retail & Mail Up to 34 days	Retail 90 & Mail 35 - 60 days	Retail 90 61 - 90 days	Mail 61 - 90 days	
Generic	\$10 copay	\$20 copay	\$30 copay	\$20 copay	
Preferred Brand	\$20 copay	\$40 copay	\$60 copay	\$45 copay	
Non-Preferred Brand	\$35 copay	\$70 copay	\$105 copay	\$80 copay	
<b>Other Benefit(s)</b>	<b>Coverage</b>				
<b>Benefit Bank Weeks</b>	Receive 6 benefit bank weeks for the period of 04/01/2018 through 3/31/2021.***				

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.

MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the benefit package maximum payable amount, subject to deductible, coinsurance and co-payments.

\* In accordance with the Affordable Care Act, effective January 1, 2017, all MCTWF Actives Plan medical and prescription drug benefits combined in-network out-of-pocket costs are subject to calendar year limits. Out-of-pocket costs refer to deductibles, copay and coinsurance amounts (but not contribution payments, or out-of-network cost-sharing or balance bill payments). Once a calendar year limit is reached, coverage must be provided for the balance of the year without further out-of-pocket costs for in-network medical and prescription drug benefits. The limits for 2019 are \$7,900 per individual and \$15,800 per family Member accumulations toward these statutory out-of-pocket cost limits are tracked on each MCTWF Explanation of Benefits (EOB) form and in each MCTWF Participant Portal account.

\*\* The co-payments and/or coinsurance payments for these services apply toward the annual out-of-pocket maximum.

\*\*\* Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF benefit package with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.

If you reside in the State of Michigan, no benefits will be paid under your MCTWF benefit package for auto-related accidental injuries or illnesses based upon Michigan's No-Fault automobile insurance law [providing for comprehensive health care benefits to any person(s) suffering an accidental injury or illness as a result of an automobile accident in Michigan or those who are covered by Michigan No-Fault automobile insurance and suffer an accidental injury or illness in an out-of-state (but within the United States, its territories and possessions or in Canada) automobile-related accident.]

If you reside outside the State of Michigan, no benefits will be paid under your MCTWF benefit package for auto-related accidental injuries or illnesses if such benefits are payable or required to be covered under other insurance or applicable state law. If your auto-related accidental injury or illness is not covered under Michigan's No-Fault automobile insurance law or other similar No-Fault state laws, MCTWF will provide benefits pursuant to a signed MCTWF benefit package Assignment, Subrogation and Reimbursement Agreement, contingent upon the submission of proof that benefits have been exhausted through the automobile carrier.

If you are the operator or occupant of a rental vehicle and other medical coverage is available, no MCTWF benefits will be paid for auto-related accidental injuries or illnesses.

This Schedule of Benefits is not a full statement of covered services under your benefit package. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Member Services Call Center for any benefit questions you may have.

Michigan Conference of Teamsters Welfare Fund  
2700 Trumbull Avenue, Detroit, Michigan 48216  
(313) 964-2400 or (800) 572-7687  
Alternative Outage Number (800) 482-2219  
www.mctwf.org

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



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

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

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

**Deductible** - None.

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

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

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

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

#### Quality Dental Program

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

#### Online Access

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

#### A Healthy Smile

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

#### Questions?

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

# Your Vision Benefits Summary



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

## Using your VSP benefit is easy.

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

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

## Best Eye Care

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

## Choice in Eyewear

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

## Plan Information

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

**VSP Provider Network:** VSP Choice

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

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

1. Brands/Promotion subject to change.

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

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

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: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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

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

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

8. RETIREE ELIGIBILITY:

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

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

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

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

Category: 300  
Number: 361

Subject: **DISABILITY LEAVE**

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

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

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

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

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

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

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

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



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

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

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Saginaw County Civil Counsel

ADOPTED: November 23, 1999

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

Category: 300  
Number: 362

Subject: **BEREAVEMENT LEAVE**

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

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

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

Category: 300

Number: 363

Subject: **LEAVE OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE PROCEDURES: None.

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: April 23, 2002

AMENDED: October 25, 2005; November 20, 2018

Category: 300

Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

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



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

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

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

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

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

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

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

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

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

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

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

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

### 7.3 Employer/Employee Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. ADMINISTRATIVE PROCEDURES: None

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009