

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**UAW LOCAL NUMBER 455, UNIT 48
MANAGERS**

AND

COUNTY OF SAGINAW

December 14, 2021 to September 30, 2024

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AGREEMENT

This Agreement entered into December 14, 2021, between the COUNTY OF SAGINAW, the following co-employers: SAGINAW COUNTY CLERK, SAGINAW COUNTY PROSECUTING ATTORNEY, SAGINAW COUNTY REGISTER OF DEEDS, SAGINAW COUNTY TREASURER, SAGINAW COUNTY PUBLIC WORKS COMMISSIONER, AND SAGINAW COUNTY SHERIFF, and the following exclusive employers: 10th CIRCUIT COURT, PROBATE COURT, 10th CIRCUIT COURT - FAMILY DIVISION, and 70TH DISTRICT COURT, hereinafter referred to collectively as the "EMPLOYER"; and the UNITED AUTOMOTIVE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) Local Number 455, Unit 48, hereinafter referred to as the "UNION". Job positions and their corresponding employer and/or co-employer, to which these positions report, are specifically identified in Appendix A.

PREAMBLE

It is the general purpose of this Agreement to promote the mutual interests of the EMPLOYER and its employees and to provide for the operation of the services provided by the EMPLOYER 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 property, and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

CIVIL RIGHTS

The EMPLOYER and UNION recognize their responsibilities under federal, state and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, mental or physical handicap, nationality, age, marital status, political belief or any other protected class status as recognized by state or federal law, or for participation in or affiliation with any labor organization.

In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the EMPLOYER and the UNION agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

ARTICLE 1 **RECOGNITION - EMPLOYEES DEFINED**

Section 1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965 as amended, and Act 336 of 1947, as amended, the EMPLOYER does hereby recognize the UNION as the sole, exclusive representative for

the purpose of collective bargaining in respect to rates of pay, hours of work, working conditions, and other terms and conditions of employment during the term of this Agreement for those employees of the EMPLOYER in a bargaining unit consisting of all full-time and regular part-time, supervisory and managerial employees of the Employer, excluding employees covered by other collective bargaining agreements, Elected Officials, Public Health Officer, Undersheriff, Director of Michigan Works!, Board of Commissioners' Coordinator, Controller/CAO, Personnel Director and all others.

Section 2. Full-time employees are defined as those who work seventy-two (72) hours or more per biweekly pay period on a regular basis. Regular part-time employees are those who work forty (40) or more hours per biweekly pay period on a regular schedule but who do not work the required number of hours to be considered full-time employees.

A temporary employee is any employee who works either full-time or part-time but is hired or contracted for a limited period of time, not to exceed six (6) months, for seasonal work, special projects, or during heavy workloads and/or to fill in for absent employees. The six (6) month time period can be extended by mutual agreement between the employer and the Union. If the temporary employee is hired to replace an employee who is absent due to illness or injury, the time period may not exceed the return of the absent employee. No time spent by a temporary employee replacing a bargaining unit employee on an approved leave of absence will be counted toward the six (6) month limitation. Temporary service agencies may be used by the EMPLOYER to fulfill specified work assignments with the same conditions listed above.

Section 3. A full-time employee shall be entitled to all fringe benefits under this Agreement. A regular part-time employee shall receive only compensation and the following fringe benefits unless specified otherwise in other areas of the Agreement:

- (a) Receive Paid Time Off (PTO) at one-half (1/2) of the full-time rate.
- (b) Receive holiday pay at one-half (1/2) of the full-time rate.
- (c) Employees hired on or after June 1, 1994 will become members of the Saginaw County Defined Contribution Plan as otherwise provided in this Agreement, except for those bargaining unit members who are eligible for and currently participating in MERS DB.

Section 4. New employees shall be on probationary status for the first six (6) months of their employment with the exception of bargaining unit members in the Sheriff's Department who shall be on probationary status for the first twelve (12) months during which period he/she may be discharged with or without cause. A probationary period may be extended when deemed necessary by the employer. Notice shall be provided to the Union by the Employer whenever a probationary period is extended. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of hire into the bargaining unit. There shall be no seniority among probationary employees. Regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify

for benefits. The UNION shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other specified conditions of employment except discharged and/or disciplined employees.

ARTICLE 2

UNION AND MANAGEMENT RIGHTS

Section 1. The UNION, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to it by Act No. 379 of the Michigan Public Acts of 1965, and Act No. 336 of 1947 as amended, and by other applicable Michigan statutes.

Section 2. It is the right of the EMPLOYER to determine the standards of service to be offered; determine the standards of selection for employment and promotion; direct its employees; take disciplinary action; adopt uniform work rules; relieve its employees from duty because of lack of work or for any other legitimate reasons; discharge employees for just cause; maintain the efficiency of its operations; determine job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The listing of the preceding rights of management in this Article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the EMPLOYER not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the EMPLOYER.

Section 3. Establishing Wages Commensurate with Job Descriptions. In accordance with the Management rights outlined in this Collective Bargaining Agreement, the EMPLOYER shall have the exclusive right to determine job duties and job classifications subject to the Union's right to grieve the determination. The Union shall be furnished one copy of the job description for each classification of the Bargaining Unit, and shall be provided a copy of all new job descriptions and rate of pay assigned to each position. Any change in the salary structure or wages will be subject to the right of the parties to bargain under the terms of the Collective Bargaining Agreement. Any salary increase determined by a compensation study for any job classification, will be implemented by the EMPLOYER over a five (5) year period of time. Any salary increases in those job classifications not involved in the compensation study will be set through negotiations or through a market analysis.

Section 4. Pursuant to the requirement set forth in the Public Employment Relations Act, specifically MCL 423.215(7), the parties recognize that an emergency manager appointed under the Local Financial Stability and Choice Act, being PA 436 of 2012, shall be allowed to exercise powers as specified in said Act.

ARTICLE 3

UNION MEMBERSHIP AND DUES

Section 1. Union Membership and Compliance with PA 349 of 2012. The parties acknowledge the rights, responsibilities and prohibitions that are contained in Public Act 349 of 2012 (PA 349), and recognize that Union security provisions shall be of no force and effect. The parties further recognize that PA 349 shall supersede any term or condition in this Agreement that is in conflict with PA 349 and that pursuant to PA 349, membership in the Union is not compulsory. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. If PA 349 is repealed in its entirety with no substitute legislation, then to the extent permitted by law, the former dues/check-off language from the former collective bargaining agreement (“former language”) (expiring September 30, 2013) shall become effective. If the parties do not agree that the repeal of PA 349 allows for the inclusion of the former language into this Agreement, then the parties agree to meet and negotiate the matter, at the Union’s written request. If PA 349 is modified or invalidated short of repeal, then the Employer agrees to meet and negotiate with the Union, upon the Union’s written request.

Section 2. Authorization Required. A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee’s signature will be returned to the Union by the Employer.

Section 3. Deductions. The Employer will recognize authorization for deductions from wages if in compliance with state and federal law. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees, or the service fee equivalent, from the pay of each employee who executes and files with the Employer a proper check-off authorization form, which shall be used exclusively and shall be supplied by the Union. 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 4. Means of Remittance and Errors. Deductions for any calendar month, or other frequency to which the Employer and Union agree, shall be remitted to the Union by means of electronic transfer or other automated means to which the parties agree. All sums deducted by the Employer shall be remitted to the Treasurer of the local Union, including a list of employees from whom dues and initiation or service fees have been deducted and the amount of the deduction from each employee. Such deductions and the list will be sent to the Treasurer of the local Union at an address designated by the Union no later than ten (10) days after such deductions are made. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 5. Union to Indemnify Employer. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and all other forms of liability, including costs and attorney fees, by reason of conduct or action taken by the Employer for the purposes of complying with this Article of the Agreement, except for

actions of gross negligence, including but not limited to deductions made under this Agreement that are determined to be a violation of PA 349.

ARTICLE 4

STEWARDS AND ALTERNATE STEWARDS

Section 1. UNION employees shall be represented by a Bargaining Committee of no more than five (5) members. This Committee shall consist of the Chief Steward, three (3) stewards and an alternate steward.

Section 2. The Committeeperson/stewards, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the EMPLOYER, upon having received permission from his/her supervisor to do so. Permission from the supervisor shall not be unreasonably withheld within the eight (8) hour day of occurrence for the Committeeperson/stewards to leave his/her work for these purposes, subject to necessary emergency exceptions. The privilege of the Committeepersons/stewards leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Employees abusing such time may be subject to disciplinary action.

The Committeeperson/stewards shall be required to record time spent. All such Committeeperson/stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3. The local president of the UNION will furnish, in writing, the EMPLOYER with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the EMPLOYER may at all times be advised as to the authority of the individual representative of the UNION with whom it may be dealing.

Section 4. The Committeeperson/stewards will have the necessary time to act in his/her UNION capacity without loss of pay. He/she shall obtain the permission of his/her immediate supervisor before leaving his/her work area to investigate and process grievances. This time will not be abused.

The Committeeperson/stewards may have a witness, either the Alternate Steward or the aggrieved party, at all times when discussing any grievance governed by this Agreement with the EMPLOYER or any of its officers. The EMPLOYER may also have a witness when a grievance is being discussed.

Section 5. The Committeeperson/steward is the proper person for the EMPLOYER to contact when problems arise concerning the UNION or UNION members. The International Representative may be present at Step 3 of the grievance procedure if desired by the UNION and at Step 2 if requested by the Committeeperson/steward.

Section 6. Each Committeeperson/steward shall be a full-time employee with a minimum of one year seniority. A Committeeperson/steward shall act in a representative capacity for the purpose of processing and investigating grievances from the employees in his/her group and shall have no authority to act in such capacity outside of his/her designated areas.

ARTICLE 5 (A)
GRIEVANCE PROCEDURE
(For Non-Court Elected Department Employees)

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement, involving any employees in a non-court, elected department, specifically, the Offices of the County Clerk, County Sheriff, County Treasurer, County Public Works Commissioner, County Register of Deeds, Board of Commissioners and County Prosecutor, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2. A grievance is any dispute, controversy or difference between (a) the parties; or (b) the EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

Section 3. Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended by mutual agreement of the UNION and EMPLOYER.

Section 4. Grievances will be processed in the following manner and within the stated time limits:

Step 1. An employee or designated member of a group of employees having a grievance shall discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor as soon as practicable, but no later than ten (10) working days after occurrence of the matter being grieved.

Step 2. If the grievance is not settled in Step 1, the grievance shall be reduced to writing, be signed by the aggrieved employee or

groups of employees and by the Steward and be presented to the department head within five (5) working days of the Step 1 discussion. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance, in writing, within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation.

Step 3.

- (a) If the grievance is not settled at Step 2, the written grievance shall be presented by the Union to the Personnel Division within (10) working days after the department head's response is given, not including the date of the response. Up to four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of whom may be the aggrieved employee and one of whom will be the international representative, at a reasonable time of mutual agreement. The Personnel Division shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting.
- (b) Both parties may agree to initiate the grievance at Step 3 of the grievance procedure and must process all grievances through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.
- (c) Before proceeding to Step 4, the parties have the option to agree to submit the grievance to mediation. The party requesting mediation shall notify the other party no later than ten (10) working days after receipt of the reply provided in Step 3(a). Mediation shall be voluntary and only upon agreement by both parties.

Step 4.

Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of

receipt of the Step 3 answer, appeal to an impartial arbitrator. Notice of appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of the notice of appeal to arbitration:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the notice of appeal to arbitration, the party requesting the arbitration shall submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or arbitrable, under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and, in a manner, to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Step 5. If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within twenty (20) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the

recommendation of the arbitrator. The parties shall proceed in the following manner:

- (a) The Chief Judge of the Trial Court shall hear the appeal. If the Chief Judge is unavailable for any reason, then the appeal shall be heard by the Chief Judge Pro Tem.
- (b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing shall be held within thirty (30) calendar days of notice by either party that it refuses to comply with the recommendation of the arbitrator.
- (c) The Hearing Judge shall hear the grievance de novo. The decision of the Hearing Judge shall be final and binding on both parties.
- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

Section 5. For the purpose of this article, working days are defined as Monday through Friday excluding holidays.

Section 6. Time limits may be extended in the grievance procedure by mutual agreement.

Section 7. Step 5 of the grievance process may be invoked by either party on any matter as indicated herein, including but not limited to matters related to discipline, promotion, transfer, hiring, and departmental operations; but shall not be invoked on matters exclusively affecting salaries, benefits or an interpretation of this Agreement that is unrelated, either directly or indirectly, to departmental operations. In those circumstances only, which shall be narrowly construed, the answer provided in Step 4 (arbitration) shall be final and binding. It is acknowledged that if the subject of the grievance relates to salaries or benefits incidental to discipline, Step 5 may be invoked by either party.

ARTICLE 5(B)
GRIEVANCE PROCEDURE
(For Employees Not in an Elected Department)

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees not in an elected department (that is, employees not included in a department listed in Section 1 of Article

5(A) and Section 1 of Article 5(C) of this Agreement, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2. A grievance is any dispute, controversy, or difference between (a) the parties; or (b) the EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

Section 3. Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended by mutual agreement of the UNION and EMPLOYER.

Section 4. Grievances will be processed in the following manner and within the stated time limits:

Step 1. An employee or designated member of a group of employees having a grievance shall discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor as soon as practicable, but no later than ten (10) working days after occurrence of the matter being grieved.

Step 2. If the grievance is not settled in Step 1, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward, and be presented to the department head within five (5) working days of the Step 1 discussion. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance, in writing, within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation. If the grievant is the Head of a Department or Agency not overseen or supervised by the Controller, then Step 2 shall not apply and grievant may exercise his/her rights at Step 3. If the grievant is the Head of a Department or Agency supervised or overseen by the Controller, then the grievance shall be presented to the Controller within five (5) working days of the Step 1 discussion. The Controller will reply to the grievance in writing within ten (10) workings days

of the date of presentation of the written grievance, not including the day of presentation.

Step 3.

- (a) If the grievance is not settled at Step 2, the written grievance shall be presented by the Union to the Personnel Division within (10) working days after the department head's response is given, not including the date of the response. Up to four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of whom may be the aggrieved employee, and one of whom will be the International Representative, at a reasonable time of mutual agreement. The Personnel Division shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting.
- (b) Both parties may agree to initiate the grievance at Step 3 of the grievance procedure and must process all grievances through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.
- (c) Before proceeding to Step 4, the parties have the option to agree to submit the grievance to mediation. The party requesting mediation shall notify the other party no later than ten (10) working days after receipt of the reply provided in Step 3(a). Mediation shall be voluntary and only upon agreement by both parties.

Step 4.

Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of receipt of the Step 3 answer, appeal to an impartial arbitrator. Notice of appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such

appeal will be given in writing to the UNION. Upon receipt of the notice of appeal to arbitration:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the notice of appeal to arbitration, the party requesting the arbitration shall submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or arbitrable, under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and, in a manner, to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

The decision of the arbitrator shall be final and binding on both parties.

Section 5. For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

Section 6. Time limits may be extended in the grievance procedure by mutual agreement.

ARTICLE 5(C)
GRIEVANCE PROCEDURE
(For Court Employees)

Section 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees of the 10th Judicial Circuit Court including Friend of the Court, 10th Judicial Circuit Court - Family Division including Juvenile Detention, 70th District Court, or Saginaw County Probate Court, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2. A grievance is any dispute, controversy, or difference between (a) the parties; or (b) the EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

Section 3. Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended by mutual agreement of the UNION and EMPLOYER.

Section 4. Grievances will be processed in the following manner and within the stated time limits:

Step 1. An employee or designated member of a group of employees having a grievance shall discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor as soon as practicable, but no later than ten (10) working days after occurrence of the matter being grieved.

Step 2. If the grievance is not settled in Step 1, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward, and be presented to the department head within five (5) working days of the Step 1 discussion. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance in writing within ten (10) working days of the presentation of the written grievance, not including the day of presentation. If the

grievant is the Department Head, then this Step 2 shall not apply.

Step 3.

- (a) If the grievance is not settled in Step 2, the written grievance shall be presented by the Union to the applicable Court Administrator within (10) working days after the department head's response is given, not including the date of the response. Up to four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of whom may be the aggrieved employee, and one of whom shall be the international representative, at a reasonable time of mutual agreement. The Court Administrator shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting. If the grievant is the Court Administrator or if the grievance originated from the Juvenile Detention facility, the Chief Judge Pro Tem shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting.
- (b) Both parties may agree to initiate the grievance at Step 3 of the grievance procedure and must process all grievances through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.
- (c) Before proceeding to Step 4, the parties have the option to agree to submit the grievance to mediation. The party requesting mediation shall notify the other party no later than ten (10) working days after receipt of the reply provided in Step 3(a). Mediation shall be voluntary and only upon agreement by both parties.

Step 4.

Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of receipt of the Step 3 answer, appeal to an impartial arbitrator.

Notice of appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of the notice of appeal to arbitration:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the notice of appeal to arbitration, the party requesting the arbitration shall submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or arbitrable, under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and, in a manner, to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Step 5. If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within twenty (20) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The written grievance shall

then be presented to the Chief Judge of the Trial Court, within fourteen (14) working days after receipt of notice of refusal to comply with the recommendation of the arbitrator.

- (a) The Chief Judge shall then set a date for the hearing of the grievance, which date shall be no more than thirty (30) calendar days from the date of submission of the grievance to the Chief Judge.
- (b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing shall be held within thirty (30) calendar days from the date of submission of the grievance to the Judge.
- (c) The Hearing Judge shall hear the grievance de novo. The decision of the Hearing Judge shall be final and binding on both parties.
- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

Section 5. For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

Section 6. Time limits may be extended in the grievance procedure by mutual agreement.

Section 7. Step 5 of the grievance process may be invoked by either party on any matter as indicated herein, including but not limited to matters related to discipline, promotion, transfer, hiring and court operations; but shall not be invoked on matters exclusively affecting salaries, benefits or an interpretation of this Agreement that is unrelated, either directly or indirectly, to the operation of the court. In those circumstances only, which shall be narrowly construed, the answer provided in Step 4 (arbitration) shall be final and binding. It is acknowledged that if the subject of the grievance relates to salaries or benefits incidental to discipline, Step 5 may be invoked by either party.

Section 8. Nothing in this Article shall be construed to impinge on the Court's status as the exclusive employer.

ARTICLE 6 **SENIORITY**

Section 1. Managerial/Supervisory employees in existence as of May 24, 2005 shall have seniority based on date of hire with the Employer. Managerial/Supervisory

employees hired or becoming members of the union after May 24, 2005 shall acquire seniority upon completion of their probationary period after which seniority shall be as of the original date of hire into a bargaining unit position. There shall be separate seniority lists for full-time and regular part-time employees. Employer agrees to update seniority list and provide to Union on an annual basis, or when requested. Provided seniority is not broken as defined in Section 2 of this Article, full-time employees may count one-half (1/2) of their regular part-time service, if any, towards their full-time seniority date, and regular part-time employees may count full-time service towards their seniority date.

Section 2. Seniority shall be broken for the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged for just cause.
- (c) The employee is absent three (3) days without properly notifying the EMPLOYER unless a satisfactory reason is given and substantiated.
- (d) The employee fails to report to work within three (3) days after the expiration date of a leave of absence, unless a satisfactory reason is given and substantiated.
- (e) The employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff, not to exceed four (4) years.

In the event employees are hired or became members of the Union on the same date, seniority shall be determined by the last four digits of the employees' social security number, with the highest number prevailing.

ARTICLE 7 **PROMOTION AND TRANSFER**

Section 1. Positions to be filled within the courts and separate departments may be filled internally with an internal bargaining unit posting, but without a general posting to all bargaining unit members if the department head expects to fill the position internally. When regular vacancies in the bargaining unit are to be filled and the Department Head does not fill the position internally, the open job will be posted for a period of five (5) working days for bargaining unit members only. Positions will be posted electronically via e-mail distribution. The parties encourage unit employees to apply for promotion or transfer within the bargaining unit. Applications can be submitted in the Controller's Office during regular business hours. See Appendix A for Elected Officials' Deputies and Court Personnel.

A non-probationary employee who accepts promotion within this bargaining unit or transfers to a different job classification within this bargaining unit shall be subject to a

trial period of ninety (90) calendar days, which may be extended if deemed necessary by the EMPLOYER. The Employer shall notify the Union prior to the end of the ninety (90) day trial period of the extension. A non-probationary employee from outside of the bargaining unit who accepts promotion or transfers to a position in this bargaining unit shall also be subject to a ninety (90) day trial period which may be extended if deemed necessary by the EMPLOYER. Notice shall also be provided by the Employer to the Union of such an extension.

In the event a non-probationary bargaining unit employee who accepts promotion or transfer within this bargaining unit fails to satisfactorily complete the trial period, or elects to return to his/her former job during the trial period, he/she shall be permitted to do so without loss of seniority.

A probationary employee who accepts promotion shall be subject to a new probation period equal to ninety (90) days or the remaining time of her/his original probation period, whichever is longer. A probationary bargaining unit employee who accepts promotion or transfer shall retain no rights to return to his/her former position.

If there are no qualified applicants for any open and posted job in the sole discretion of the EMPLOYER; the EMPLOYER may fill the job externally within a reasonable time; however, EMPLOYER must provide UNION notice if the time will extend beyond ninety (90) days. Positions shall be filled using job related criteria established by the Employer. For the purposes of this section, promotion shall mean movement to a different position in the bargaining unit of a higher paygrade than that in which the employee is currently classified.

See Appendix A for Elected Officials' Deputies and Court Personnel.

Section 2. Movement of an employee from one position to another shall affect the pay rate of the employee as follows:

- (a) If an employee is transferred into a classification with the same pay grade, the employee's pay 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 he/she was receiving immediately before the promotion.
- (c) If an employee is demoted to a classification with a lower pay grade, or elects through a job bid to accept a lower classified job, the employee shall be paid in accordance with the new pay grade but will retain his/her previous step.
- (d) If an employee's position is reclassified to a higher pay grade, he/she shall be paid in the new grade retaining the step.

- (e) If an employee's position is reclassified to a lower pay grade, the employee occupying that position shall continue to receive the same pay as prior to reclassification, but shall receive no general wage increases nor normal progression wage increases until the reclassified positions' wage rate is equal to that of the employee's current wages.
- (f) If an employee is transferred to a lower paying position because of budgetary requirements, to avoid layoff, or upon recall from layoff, the employee will be paid at the highest step of the new classification, if the highest step is lower than what the employee's salary was before the transfer. If the salary before the transfer falls within the salary range of the position to which they are transferred, the employee will be placed at the step which is nearest to, but that does not exceed, his/her salary before the transfer.
- (g) Employees may be directed by the Department Head or Supervisor to perform duties above their classification. Employees who are temporarily requested to perform duties above their classification shall be paid at the lowest merit step in the new pay grade which is at least 5% above the salary the employee is currently receiving. Employees shall be required to keep a log of their time worked above their classification and submit same to their Department Head or Supervisor. Logs should contain actual time worked, specific tasks performed, and employees will be paid at the higher rate of pay accordingly.

ARTICLE 8

DISCIPLINE & DISCHARGE

Section 1. The EMPLOYER shall have the right to discipline, suspend, or discharge any non-probationary employee for just cause. Probationary employees have no rights to the grievance procedure.

Section 2. The employee or the UNION Steward will be required to acknowledge receipt of warnings, reprimands, or any other discipline up to and including discharge. The employee's signature does not mean that he/she agrees to the charges or penalties, or waives any right to grieve.

Section 3. Verbal or written warnings shall not be used by the Employer in the progressive discipline process after twelve (12) months except for matters involving the same or similar offense.

ARTICLE 9
LAYOFF & RECALL

Section 1. A reduction in work force is the elimination of a position, which management may specify by department and by classification.

Layoff shall be by department, by classification.

Within a classification, if there are both full-time and regular part-time positions, the regular part-time positions shall be eliminated first, and the employees in those part-time positions shall be laid off before the full-time positions are eliminated and employees in those full-time positions laid off, regardless of the seniority held by the employees in the positions.

Section 2. A laid off seniority employee, if recalled to an equal classification from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall be considered a resignation. A laid off employee shall be eligible for recall prior to posting a vacancy in an equal or lower pay grade of said employee prior to layoff and provided he/she is capable of performing the work. As openings occur in an employee's original classification prior to layoff, and following layoff up to two (2) years, employees will be recalled to their original classification - commensurate with seniority. If the former employee no longer desires to be recalled, he/she must advise the Employer in writing, after which the former employee shall have no recall rights. The Employer shall notify the Union of the withdrawal from the recall list.

For purposes of bumping and recall, an employee laid off from his/her non-elected department may exercise his/her unit wide seniority in non-elected departments, provided he/she can perform the work. An employee laid-off from an elected department shall not be eligible to bump or be recalled into any other Department. Elected Departments are: 10th Circuit Court, including Friend of the Court, Probate Court, 10th Circuit Court - Family Division, including Juvenile Detention, 70th District Court, Saginaw County Clerk, Saginaw County Prosecuting Attorney, Saginaw County Register of Deeds, Saginaw County Treasurer, Saginaw County Public Works Commissioner, Saginaw County Sheriff, and Saginaw County Board of Commissioners. However, for bumping and recall purposes only, employees working within the Family Court and employees working within the Detention Facility shall be defined as working in separate departments and no bumping or recall between the Family Court and the Detention Facility shall be allowed. Further, for bumping and recall purposes only, employees working within the Friend of the Court and employees working within the 10th Circuit Court shall be defined as working in separate departments and no bumping or recall between the Friend of the Court and the 10th Circuit Court shall be allowed.

Section 3. When an employee is recalled back to work the Employer will contact the employee with certified, registered mail, receipt requested. Once the employee is so notified the return-to-work date shall be jointly agreed upon by the employee, the Employer and his/her Union Representative, and which will in no case be later than thirty

(30) days after the employee was initially contacted to return to work, unless mutually agreed upon between the parties.

Section 4. See Appendix A for Elected Officials' Deputies and Court Personnel.

Section 5. A minimum of 14-day written notice will be given to any employee prior to layoff.

Section 6. Furlough.

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

Furlough shall be by department and by classification.

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

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

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

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

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

ARTICLE 10
WORKING HOURS

Section 1. The official basic work week for full-time employees shall be forty (40) hours per week. The standard work day shall be eight (8) hours plus an unpaid lunch period (normally one hour). Employees shall be allowed two (2), fifteen (15) minute rest periods

which shall be considered as paid time but may not be added to the lunch period or accumulated in any manner.

Section 2. Operating hours are established by the EMPLOYER.

Section 3. When unforeseen circumstances force any building closure which affects bargaining unit members, those members will be excused from work, without loss of pay, during the time period the building is closed. Upon building reopening, all employees must return to work if reopening is during their regularly scheduled work shift. Employees are responsible for monitoring status of building reopening through the employee notification system (i.e. communicator!NXT). Failure to report back to work upon building reopening will result in the employee being charged PTO from the time the building reopened, to the end of his/her shift, regardless of whether or not other County employees were required to return to work.

ARTICLE 11 **HOLIDAYS**

Section 1. The following days shall be designated and observed as paid holidays effective upon ratification:

New Year's Day	Veterans' Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Juneteenth	New Year's Eve Day
Independence Day	
Labor Day	

Section 2. Employees must work their last scheduled day before and their first scheduled work day after a holiday or be on authorized paid leave, excluding workers compensation and disability leave, in order to be paid for the holiday.

Section 3. In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, excluding Christmas and New Year's Day, the previous Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual day 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 4. Eligible full-time employees shall be paid for eight (8) hours of pay at their

current hourly rate of pay. Eligible regular part-time employees shall receive holiday pay at one-half (1/2) of the full-time rate.

ARTICLE 12
PAID TIME OFF

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

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

	<u>Annual Rate</u>	<u>Biweekly Rate</u>	<u>Days Per Year</u>
0 - 3 years continuous service	136 hours	5.2308 hrs	17
3 - 5 years continuous service	152 hours	5.8462 hrs	19
5 - 10 years continuous service	168 hours	6.4615 hrs	21
10 - 15 years continuous service	184 hours	7.0769 hrs	23
15 - 20 years continuous service	200 hours	7.6923 hrs	25
20 or more years continuous service	216 hours	8.3077 hrs	27

(Regular part-time bargaining unit employees shall accrue “Paid Time Off” hours at one-half of the above rate.)

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

Section 1. Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of six hundred (600) hours (Maximum payment of three hundred (300) hours at employee’s current rate of compensation) through date of 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 2. Except as otherwise granted in this section and subject to FMLA leave as

provided in Article 15, Section 9, and as otherwise provided by law, PTO taken for a short-term illness of three (3) days or more may require a doctor's certification before return to work. Except as otherwise granted in this section and subject to FMLA leave as provided in Article 15, Section 9, and as otherwise provided by law, the EMPLOYER may request a doctor's certification for any absence due to illness if PTO is being abused.

Section 3. An employee may not waive PTO and receive extra pay in lieu thereof.

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

Section 5. For the purpose of computing PTO in accordance with the above provisions, hours worked shall include all hours in paid status as PTO during absence due to sickness or injury. PTO time will accrue during absence due to Workers' Compensation or Paid Disability Leave for the first ninety (90) days.

Section 6. Members may donate PTO to a donation bank to support fellow employees in personal or family situations in accordance with County Policy Number 341, Section 6.7, as amended on January 19, 2021.

ARTICLE 13 **DISABILITY LEAVE**

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

ARTICLE 14 **INSURANCE**

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to May 24, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after May 24, 2005.

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

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

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

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

Regular part-time employees are not entitled to nor shall they receive health insurance benefits, unless otherwise required by law.

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

Section 2. Health and Dental Insurance Cost Sharing and Compliance with Hard Caps.

In respect to the insurance coverage designated in Sections 1 and Section 7 of this Article, it is agreed that employees shall pay zero percent (0%) of the premium cost of the high deductible health plan, unless the cost of the high deductible plan exceeds the “hard cap” limitations as established in PA 152, as amended (See Section 16). However, the County will “opt-out” of PA 152 during this contract. The County will employ the “hard cap” methodology in calculating the employee’s monthly premium share of each plan year cost. The County will apply additional contribution up to \$827,400 each year to reduce the employee share above the “hard cap” calculation. In addition to the annual contribution up to \$827,400, the County will contribute \$500 to each eligible employee’s health savings account (HSA) on or about January 1 of each subsequent year. The County will also contribute \$442,800 in American Rescue plan Act of 2021 funding to cover the cost of any eligible COVID-19 related medical claims incurred in 2021 against the 2022 plan year rates.

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

For any other plan offered at the Employer’s sole option, the costs will be apportioned as established by the EMPLOYER, but in no event shall the EMPLOYER’S costs exceed the “hard cap” calculation methodology set forth in PA 152, as amended. The EMPLOYER shall pay the remaining premium, subject to the limitations set forth in Section 17; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders, unless applicable law requires the Employer to be responsible for such dependent riders. Applicable rates for the year are those in effect at the beginning of the plan year. The employee’s contribution shall be changed only once each year coinciding with the beginning of the plan period, unless the employee’s dependent status changes

during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

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

Section 4. Continuation of Health Care Coverage Upon Retirement for CURRENT EMPLOYEES only. To be eligible for continuation of health care coverage upon retirement, CURRENT employees will satisfy both the age and continuous year of service requirements associated with retirement under the MERS Defined Benefit Plan, even if he/she is a member of a Defined Contribution (DC) plan. Employees will be eligible to continue with the group health insurance option in which they are enrolled at the time of retirement, high deductible plan only. Additional plans offered at the Employer's sole option are not available and there will be no opportunity to switch to other existing options, pursuant to the following conditions:

- (a) An employee hired before January 1, 1993, retiring from Saginaw County employment and his/her spouse at the time of retirement, and their dependents, as defined by County Policy, will be eligible to continue with the group health insurance option in which they are enrolled, provided proper application is made prior to retirement and the employee is a member of the plan on the date of retirement.
 - i. If a County employee was or is promoted to a Union (Unit 48) position having been eligible for retirement health insurance coverage for him/herself, his/her spouse, and dependents pursuant to another collective bargaining agreement, said employee's retirement coverage shall be considered as if the employee had been hired into this Unit 48 before January 1, 1993, as provided in this Agreement.
 - ii. If a County employee was or is promoted to a Union (Unit 48) position having been eligible for retirement health insurance coverage for him/herself and his/her spouse pursuant to another collective bargaining agreement, said employee's retirement coverage shall include the employee and his/her spouse only and all other retirement health benefits shall be provided pursuant to this Agreement.
- (b) Employees hired after January 1, 1993, upon retiring from Saginaw County employment, will be eligible for single health care coverage (employee only)

and may not purchase coverage for non-covered dependents, except as permitted under COBRA.

- (c) New Employees hired on or after May 24, 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 Actually Worked	Employer Pays	Retiree Pays
6	10%	90%
7	15%	85%
8	20%	80%
9	25%	75%
10	30%	70%
11	35%	65%
12	40%	60%
13	45%	55%
14	50%	50%
15	55%	45%
16	60%	40%
17	65%	35%
18	70%	30%
19	75%	25%
20 & Over	80%	20%

Current regular part-time employees are not entitled to nor shall they receive retiree health insurance benefits.

If an employer contribution to a Health Savings Account is made in the benefit year in which the employee retires, the same contribution will be made to the retiree's Health Savings Account until the employee reaches 65 years of age or becomes Medicare

eligible, if the retiree is eligible to receive such a contribution. The HSA contribution will be the amount in effect at the time of retirement.

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

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

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

Section 6. Health Care Savings Program (HCSP) for NEW EMPLOYEES [hired on or after May 24, 2005].

NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 4 above or any other retirement health insurance that may be provided by the County in the future. NEW EMPLOYEES and those employees previously enrolled in the former Retiree Health Savings (RHS) plan shall hereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) or its equivalent per the EMPLOYER's agreement with MERS.

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

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

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

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

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

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

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

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

Orthodontic Services – 50% (braces)

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

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

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

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

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

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

Health, Dental, Vision, and Life Insurance:

In the event of layoff, health, dental, vision, and life insurance shall be continued at Employer expense until the last day of the month subsequent to the date of the employee's layoff (e.g. May 15 layoff results in coverage until June 30). Employees would be responsible for any premium share in effect at time of layoff.

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

Separation: In all separations except as provided in Section 4 of this Article, all insurance coverage will terminate the last day of the month of the employee's separation (e.g. a last day of separation on May 15 results in coverage until May 31). Health, dental, and vision coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

All references to continuing coverage at the County or Employer expense are subject to the employee premium sharing as set forth in this Article.

Section 13. Option to Health Insurance Coverage. An employee who is eligible to receive or presently enrolled in a County health insurance plan may choose to receive Two Hundred and 00/100 Dollars (\$200.00) per month in lieu of such insurance coverage, provided, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further must not be covered as a dependent of another County employee.

Employees who leave the health insurance plan of the County may only re-enroll during open enrollment unless an employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.), then the employee may reenter County coverage subject to IRS regulations for a qualifying event and the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the EMPLOYER in a timely manner, or for any other reason not

directly attributable to the EMPLOYER, the EMPLOYER shall in no way be held liable for health coverage during such lapse.

Section 14. Wellness Activity Reimbursement. The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, as amended December 19, 2017, up to the amount of \$200 per calendar year.

Section 15. Participation in Union/Management Health Insurance Committee. The UNION agrees to provide one representative and one alternate to participate on a Union/Management Health Insurance Committee.

Section 16. Ability to Change Insurance Providers. The EMPLOYER may select or change the insurance carrier of the plans in this Article at its discretion after first informing the UNION of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained.

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

ARTICLE 15 **WORKERS' COMPENSATION**

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

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

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

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

ARTICLE 16 **LEAVES OF ABSENCE**

Section 1. Employees shall be eligible to apply for leaves of absence after completion of their probationary period with the EMPLOYER. Leaves of absence are granted at the sole discretion of the EMPLOYER. Leaves of absence are for employees who require time off their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. However, employees shall first be required to utilize any Paid Time Off (PTO) available to them while on an approved leave of absence. The employee may elect to maintain a maximum balance no more than forty (40) PTO hours in his/her bank throughout the leave of absence, if requested and granted through the benefit division of the Controller's Office, or if applicable, court officials prior to approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee. Time spent on unpaid leave will not be credited toward years of service in the retirement system if the unpaid leave exceeds thirty (30) days.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the department head. 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 shall indicate his/her approval/disapproval and forward the request to the Personnel Division for consideration. In the case of the courts, the respective Chief Judge or designee will render approval/disapproval. Refusal to grant a disability leave only shall be subject to the grievance procedure.

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

Section 4. Military Leave. Military Leave shall be in accordance with County Policy Number 363, as amended on November 20, 2018 .

Section 5. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

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

Section 6. Court Appearances. Employees required either by the Employer, 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. Employees will be paid for such time after turning over the witness fees to the EMPLOYER.

Section 7. 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.

Section 8. 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 9. Family and Medical Leave. Family and Medical Leave shall be in accordance with County Policy Number 364, as amended on January 20, 2009, subject to law.

Section 10. Union Leave. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business provided a forty-eight (48) hour written notice is given to and approved by the Employer specifying length of time off. The Employer may restrict the number of employees as necessitated by operational restrictions. Management retains the right to staff its operations as necessary.

ARTICLE 17 BEREAVEMENT LEAVE

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

ARTICLE 18 MISCELLANEOUS

Section 1. The business agent and/or official representative of the UNION shall be permitted to visit the operation of the EMPLOYER during working hours to talk with bargaining representatives and/or committeepersons of the local UNION and/or representatives of the EMPLOYER concerning matters covered by this Agreement without interfering with the operations of the EMPLOYER. The UNION will notify the EMPLOYER prior to any such visits.

Section 2. The EMPLOYER agrees to provide bulletin board space which may be used by the UNION for announcements affecting the EMPLOYER'S employees. Notices other than announcements of meetings, elections, Saginaw County Job Postings, or social events shall be submitted to the EMPLOYER for approval prior to posting.

Section 3. Each employee shall have the right to review his/her personnel file upon request.

Section 4. Employees required to drive their privately owned vehicle for Employer

business shall be entitled to reimbursement at a base mileage rate equivalent to the IRS approved rate for the time period.

Section 5. After ratification and all signatures have been obtained, the Employer agrees to have this Agreement distributed to the Union via e-mail for subsequent distribution to bargaining unit members within thirty (30) days or reasonably thereafter.

Section 6. The EMPLOYER encourages Saginaw County residency for all employees. Where appropriate, the EMPLOYER may recruit and hire qualified individuals from within Saginaw County or those who indicate an intention to relocate to Saginaw County, but the EMPLOYER shall not discriminate against any bargaining unit member on account of residency.

Section 7. Bargaining unit members who are required to complete mandatory Continuing Education Units or other training to maintain professional re-licensure, registrations, and/or certifications that are required for their positions will be given the opportunity to complete such programs. All programs must be pre-approved by the Employer and job related. In such cases, the Employer shall reimburse employees for class/course fees and related expenses. However, approval of reimbursement shall be subject to the availability of funds. Employees shall be entitled to mileage, meal and travel expenditures consistent with County policy. The Employer shall also make every attempt to pay for the cost of licenses, registrations and/or certifications when such licenses, registrations and/or certifications are required for their positions.

Section 8. The Chief Steward will be granted a maximum of one (1) hour to meet with any new member/members of UAW Local 455 Unit 48. The one (1) hour will be with pay for the Chief Steward and the new member/members. The meeting will take place within the first week of the new member's/members' employment or when the Union is made aware of a new member, if not within the first week.

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

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

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

Section 12. 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 19 **SAVINGS CLAUSE**

If any Article or Section of the Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 20 **WAIVER CLAUSE**

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

ARTICLE 21 **SALARIES**

Section 1. Job classification seniority for progression on the attached salary schedule shall commence with the employee's first full day of work within that classification on a regular basis for the EMPLOYER; provided, however, an employee assigned to a higher position on a full-time temporary basis, which later becomes regular, without a break, shall retain classification seniority from date first assigned.

Wages shall be as set forth in the attached salary schedules, commencing on the date of ratification.

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

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

Employees will be provided a one-time signing bonus of Three Hundred Dollars (\$300.00) that does not represent an across-the-board wage increase. The purpose of this signing

bonus is to close these contract negotiations expeditiously. The signing bonus is only applicable to those groups who settle their Collective Bargaining Agreements and have same ratified before December 14, 2021. The signing bonus will be paid as soon as practical after ratification of this Agreement by the Union and approval by the Saginaw County Board of Commissioners.

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

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

Direct Deposit is required for all employees.

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

ARTICLE 22 **RETIREMENT**

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to May 24, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after May 24, 2005

CURRENT EMPLOYEES hired prior to June 1, 1994 who are not members of the Saginaw County Defined Contribution plan (DC Plan) or who are otherwise eligible for and are currently enrolled in the MERS Defined Benefit Plan (DB Plan), shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-4 and F55/15 and F25 and out, FAC 5, V-6, E-2, with an employee contribution of 3.2% of gross salary, pre-tax. The E-2 benefit with employee contribution shall be effective May 24, 2005.

The amount of the employee contribution to partially fund this benefit level will be in force

for the duration of the benefit.

All other CURRENT EMPLOYEES are members of the DC Plan, which provides for the following employee and employer contributions:

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

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

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

As soon as practical after ratification of the contract: (1) those employees in the six percent (6%) employer contribution and zero percent (0%) employee contribution shall complete the appropriate paperwork to transition into the nine percent (9%) employer contribution and three percent (3%) employee contribution option, (2) those employees in the three percent (3%) employer contribution and zero percent (0%) employee contribution will complete the appropriate paperwork to transition to the six percent (6%) employer contribution and six percent (6%) employee contribution option. Employees under the DC Plan can retire at age 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 and including 35 months	0%
36 months through 47 months	25%
48 months through 59 months	50%
60 months through 71 months	75%
72 months or more	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 employees' funds. The County shall be responsible for administering the DC Plan with the DC Plan administrator.

ARTICLE 23
LONGEVITY

Current regular full-time employees who are participants in the Defined Contribution Retirement Plan and who have completed five or more years of continuous service as of December 1st of each year shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service as of December 1st of each year and employment status (regular full-time or regular part-time) as of December 1st of each year. Length of continuous service shall be determined as stated in Article 6, Seniority and employment status is defined in Article 1. Regular full-time employees shall receive \$70 for each full year of continuous service.

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

Neither current participants in the Defined Benefit Retirement plan; nor those employees hired on or after May 24, 2005 are eligible nor shall they receive longevity pay.

Part-time employees are not eligible for longevity pay.

ARTICLE 24
TERMINATION OF AGREEMENT

This Agreement shall be in full force and in effect from the date of agreement between the parties, to and including, September 30, 2024 , subject to approval by District, Circuit, Probate, Family Division Judges, Saginaw County Elected Officials, and the Saginaw County Board of Commissioners, and ratification by the UAW membership, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to modify or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

It is further provided that where no such modification or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2024 , or September 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such agreement.

APPENDIX A

A. MANAGEMENT SECURITY

Section 1. No employee, UNION member or other agent of the UNION, shall be empowered to call, encourage, cause, or participate in or support any strike, work stoppage, or cessation of employment prohibited under Act 379, Public Acts of 1965. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

B. ELECTED OFFICIALS' DEPUTIES AND COURT PERSONNEL

Section 1. Saginaw County Elected Officials and Judges have the legal authority to appoint their deputy(ies) and other personnel in accordance with the laws, regulations and court rules of the State of Michigan, including but not limited to the following: County Clerk: MCL Section 50.63; Register of Deeds: MCL Section 53.91; Treasurer: MCL Section 48.37; Prosecuting Attorney: MCL Section 49.41; Sheriff: MCL Section 51.70; Public Works Commissioner: MCL Sections 280.21 and 280.24; Probate Court: MCL 600.833 and MCR 8.301; Juvenile Detention Center: MCL 712A.16; and all Courts: MCR 8.110.

All elected officials, the 70th District Court and 10th Circuit Court, inclusive of Probate Court, Family Division and any other operation or division under either Court's jurisdiction or control, hereby retains, and does not waive, any and all rights vested by statute, court rule, case law, jurisprudence, regulation or any other authority to exercise any right related to the employment of Union members. The parties acknowledge that this non-waiver of rights is clear and unmistakable. Elected Officials' Deputies, and others as provided by law, regulation or court rule, serve at the sole and unabridged discretion of the Elected Official or Judge/Court to whom said employee is assigned or designated. All of said positions shall be filled at the sole discretion of the Elected Official or Judge/Court for which said employee is to work or is assigned. The Deputies and other personnel shall have the right to the grievance procedure as herein above set forth; however, the right to grieve shall not encumber in any manner or to any extent the Employer's non-waiver of rights, as set forth herein and as acknowledged by the Union. The Employer shall have the right to assert this non-waiver provision in defense of any grievance. No language dealing with transfers shall be applicable to the Elected Officials' Deputies or other Court personnel as described herein.

Section 2. In the event one of the Elected Officials' Deputies or other personnel subject to this Appendix A (B) is relieved of his/her position for any reason other than discharge by the Elected Official or authorized Judge, said employee will be treated as if he/she was laid off and he/she will have the rights granted under Article 9 "LAYOFF AND RECALL".

Section 3. The provisions of this Addendum shall supersede and take precedence over any provision of the Agreement hereinbefore set forth which is inconsistent with any provision of this Addendum.

Appendix A

**C. JOB POSITIONS AND THEIR CORRESPONDING
EMPLOYER AND/OR CO-EMPLOYER**

10th Circuit Court (exclusive employer)

Court Administrator
Circuit Court Supervisor

Friend of the Court
Assistant Friend of the Court
Assistant Friend of the Court - Operations

70th District Court (exclusive employer)

Court Administrator
Criminal Supervisor
Divisional Supervisor – Civil
Divisional Supervisor – Traffic
Deputy Court Administrator
Probation Manager

Probate Court (exclusive employer)

Register of Probate

10th Circuit Court - Family Division (exclusive employer)

Financial/Support Service Supervisor
Court Administrator
Delinquency Program Director

Detention
Juvenile Home Superintendent
Assistant Director

Saginaw County *Board of Commissioners*

Assistant Board Coordinator

Saginaw County and Saginaw County Clerk, co-employer

Chief Deputy Clerk
Deputy Clerk

Saginaw County and Saginaw County Prosecuting Attorney, co-employer

Chief Assistant Prosecutor
Assistant Prosecutor IV
Legal Office Manager

Saginaw County and Saginaw County Register of Deeds, co-employer

Deputy Register of Deeds

Saginaw County and Saginaw County Treasurer, co-employer

Chief Deputy Treasurer/Accounting
Deputy Treasurer/Tax Foreclosure Manager/Financial Analyst

Saginaw County and Saginaw County Public Works Commissioner, co-employer

Chief Deputy Public Works Commissioner

Saginaw County and Saginaw County Sheriff, co-employer

Administrative Assistant/Records Manager
Senior Administrative Assistant

Remainder of employees/positions have County as employer.

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

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

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

SALARY GRADE	UNION U MANAGERS UAW					MANAGERS UAW					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)								
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 4,988.96	133,445.00 5,132.50	138,115.00 5,312.12	142,950.00 5,498.08	147,953.00 5,690.50	153,132.00 5,889.69						
B28	124,430.00 4,785.77	128,785.00 4,953.27	133,292.00 5,126.62	137,957.00 5,306.04	142,787.00 5,491.81	147,784.00 5,684.00	152,956.00 5,882.92	158,309.00 6,088.81	163,850.00 6,301.92						
B29	133,140.00 5,120.77	137,800.00 5,300.00	142,624.00 5,485.54	147,615.00 5,677.50	152,781.00 5,876.19	158,129.00 6,081.88	163,663.00 6,294.73	169,390.00 6,515.00	175,320.00 6,743.08						
B30	142,460.00 5,479.23	147,445.00 5,670.96	152,606.00 5,869.46	157,947.00 6,074.88	163,476.00 6,287.54	169,198.00 6,507.62	175,119.00 6,735.35	181,248.00 6,971.08	187,592.00 7,215.08						

Category: 300

Number: 341

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

1. **PURPOSE:** It is the purpose of this policy to establish a uniform system regulating the accrual and use of paid time off hours. PTO leave is intended to be used to compensate for vacation leave, earned sick time, personal leave, paid time off and paid medical leave as required under the Paid Medical Leave Act.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
4. **RESPONSIBILITY:** The Controller/CAO of Saginaw County shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:** For purpose of this policy, regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for PTO.
6. **POLICY:**

6.1 Rate of Accrual.

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

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

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

6.2 Accumulation of Paid Time Off (PTO) Hours.

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

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

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

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE PROCEDURES: NONE

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: April 23, 2002

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

Category: 300

Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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

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

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

8. RETIREE ELIGIBILITY:

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

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

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: December 12, 2006

AMENDED: September 22, 2009; December 19, 2017

Category: 300
Number: 361

Subject: **DISABILITY LEAVE**

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

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

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

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

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

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

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

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

6.5 Social Security Offset. Disability payment described herein shall be offset by any Social Security disability payment or insurance settlement relating to such disability (subject to language contained in a collective bargaining agreement) due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the County for any period paid by Social Security shall be repaid by the employee to the County.

6.6 Returning to Work. The employer will ensure that employees are able to return to the workplace as quickly and safely as possible. All employees will be evaluated for possible accommodations in accordance with the County's Americans' with Disabilities Act (ADA) Policy.

7. ADMINISTRATIVE PROCEDURES: NONE

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

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: November 23, 1999

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

Category: 300
Number: 362

Subject: **BEREAVEMENT LEAVE**

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

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

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

Category: 300

Number: 363

Subject: **LEAVE OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE PROCEDURES: None.

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: April 23, 2002

AMENDED: October 25, 2005; November 20, 2018

Category: 300

Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3 Employer/Employee Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. ADMINISTRATIVE PROCEDURES: None

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009



Saginaw County, G-1147

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

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

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

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

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

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



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

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

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

Deductible - None.

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

Welcome to Michigan's largest dental benefits family!

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

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

Quality Dental Program

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

Online Access

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

A Healthy Smile

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

Questions?

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

Your Vision Benefits Summary



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

Using your VSP benefit is easy.

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

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

Best Eye Care

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

Choice in Eyewear

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

Plan Information

VSP Coverage Effective Date: 07/01/2018

VSP Provider Network: VSP Choice

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

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

1. Brands/Promotion subject to change.

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

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