

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS STATE, COUNTY & MUNICIPAL
WORKERS LOCAL 214
Representing Public Health Nurses

AND

COUNTY OF SAGINAW

April 19, 2022 to September 30, 2024

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Attachments

Schedule A Salary Schedule
Michigan Conference of Teamsters Welfare Fund (Schedule of Benefits)

Saginaw County Policy #363 - Leave of Absence
Saginaw County Policy #361 - Disability Leave Policy
Saginaw County Policy #362 - Bereavement Leave
Saginaw County Policy #364 - Family and Medical Leave Policy
Saginaw County Policy #353 - Wellness Activity Reimbursement

ARTICLE 1
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the County of Saginaw, hereinafter referred to as the EMPLOYER, and Teamsters State, County and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the UNION in its capacity as representative of the employees, so as to serve the best interests of the parties and the community.

The parties recognize that the interest of the community and the job security for the employees depends upon the EMPLOYER'S success in establishing proper services for the community.

To these ends the EMPLOYER and the UNION encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2
MANAGEMENT'S RIGHTS

The management of the County of Saginaw/Health Department, in all its phases and details, shall remain vested in the EMPLOYER; however, the EMPLOYER shall recognize the rights of the employee and the UNION under the contract. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as by the Constitution and the Laws of the State of Michigan and the Constitution of the United States.

Pursuant to the requirement set forth in the Public Employment Relations Act, et seq., 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.

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

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.

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.

ARTICLE 3 RECOGNITION

Section 3.1.

The Saginaw County Board of Commissioners hereby recognizes Teamsters State, County and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965 and Act No. 336, Public Acts of 1947 as amended, of the State of Michigan, for a unit consisting of all persons employed as full-time and part-time registered professional nurses as defined in Article 4, by the Saginaw County Public Health Department, excluding the Personal and Preventive Health Services Director and all supervisory personnel.

Section 3.2.

Persons who are awaiting Michigan Registration and are employed as nurses in the unit described above, either as part-time or full-time employees, or under temporary permit issued by the Michigan Board of Nursing, shall be included in this unit.

ARTICLE 4 DEFINITION OF EMPLOYEES

Section 4.1. - Full-Time Employees

Registered professional nurses averaging thirty-six (36) hours or more of work per week on a regular basis shall be considered as full-time employees, except where otherwise indicated. A full-time employee shall be entitled to all benefits under this Agreement. The EMPLOYER will establish a system to monitor the licenses of all registered nurses in the bargaining unit. A nurse who has applied for a license, but has not yet received it from the appropriate state licensing authority, shall be able to continue performing her/his duties until such time as the license is issued, provided, however, that the EMPLOYER shall have a reasonable right to require proof that the license was applied for. Such proof may include canceled checks, money orders, etc.

Section 4.2. - Part-Time Employees

Registered Nurses who work forty (40) or more hours per bi-weekly period on a regular schedule in a budgeted position and who have completed the probationary period, but do not work the required number of hours to be considered a full-time nurse shall be considered part-time.

Part-time employees shall only receive those economic benefits specifically enumerated as follows:

- A. To be paid in the same pay grade as full-time nurses in the same classification.
- B. Receive time and one-half (1-1/2) the regular hourly rate for all hours worked on a holiday.
- C. Receive mileage allowance for miles actually driven in accordance with established contractual per mile rate.
- D. Be a member of and accrue retirement services in accordance with the rules of MERS. If hired after 10/01/94, part-time nurses will be members of and accrue retirement credits in accordance with the rules of the Defined Contribution retirement plan as provided for in Article 25, except for those bargaining unit members who are eligible for and currently participating in the MERS Defined Benefit retirement plan.
- E. Part-time nurses shall be paid at 100% of the hourly rate of their applicable salary step. Part-time nurses will accrue PTO, and holiday pay at one-half (1/2) of the provided full-time nurses.
- F. The Employer shall comply with applicable federal law regarding health care coverage for part time employees, as defined in this Agreement.

It is the intent of the Health Department to hire part-time nurses to augment the full-time nursing staff. Therefore, the EMPLOYER agrees that it shall not have more than four (4) part-time nurses on the payroll at any given time; however, the number of part-time nurses may be increased up to no more than six (6) part-time nurses if a grant or a new program requires additional staffing to meet the service needs.

All part-time nurses shall accrue seniority based on hours worked within the unit. Seniority ties shall be broken by use of the last four digits of the individual's social security number, with the higher number being more senior.

Section 4.3. - Probationary Employees

New employees shall be on probationary status for the first six (6) months of their employment. Regular full-time and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits. Newly hired employees shall receive an orientation program designed to acquaint and familiarize them with their assignments and procedures. The EMPLOYER may terminate probationary employees with or without just cause. Probationary employees shall accrue PTO commencing on the date of hire and be credited on the first day of the month following thirty (30) days of services. The probationary period may be extended in the event the probationary employee is absent from work as a result of a medically

verified disability for more than two (2) weeks. The probationary period may be extended upon the mutual agreement of the Employer and the Union.

Section 4.4. - Temporary and/or Contract Employees

Temporary and/or Contract Employees are any employees not otherwise defined above. The EMPLOYER may use Temporary and/or Contract employees at its sole discretion in accordance with Article 2. The EMPLOYER may employ up to eight (8) temporary and/or contract employees per fiscal year. Nurse Practitioners are not included for purposes of determining the number of Temporary and/or Contract employees. If the temporary employee is utilized to replace a current bargaining unit employee who is on an approved leave, the time limits in this Section may be extended to cover the length of the leave.

ARTICLE 5 UNION DUES

Section 5.1. - Union Membership and Compliance with PA 349 of 2012.

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

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.

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.

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

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

ARTICLE 6
NON-DISCRIMINATION

Section 6.1.

The EMPLOYER, either in hiring, promoting, advancing or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, unrelated handicap as defined by law, membership in or activity on behalf of the UNION. The UNION agrees to admit all nurses to their membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, unrelated handicap as defined by law, or any other protected class status as recognized by state or federal law. Pronouns as used in Agreement shall refer to both genders.

ARTICLE 7
REPRESENTATION

Section 7.1. - Stewards

The EMPLOYER agrees to recognize two (2) Stewards and two (2) alternate Stewards. One of the Stewards may be designated as the Chief Steward by the UNION. Alternate Stewards shall act only in the absence of Stewards. The EMPLOYER will recognize the Steward(s) as a representative of the UNION and in the administration of the provisions of the Agreement and the grievance procedure. The UNION will keep the Public Health Department informed in writing of the names of the authorized representative(s). The Public Health Department agrees to release and compensate Stewards and alternate Stewards acting in the capacity of Steward at her/his regular hourly rate for any scheduled working hours required in special conferences while processing a grievance. The applicable Steward or Chief Steward shall process grievances at all levels of the procedure; however, the Steward may request participation of UNION'S Business Representative once the grievance reaches Step Two. It is expressly the intent of the UNION not to use more than one Steward per grievance.

Section 7.2. - Bargaining Committee

The UNION will be represented in negotiations by a negotiating committee not exceeding three (3) bargaining unit employees. The EMPLOYER agrees to compensate bargaining unit employees on the negotiating committee at their regular rate of pay for time lost while meeting or conferring with EMPLOYER representatives.

Section 7.3. - Public Health Department Access

Representatives of the UNION, after first notifying the Health Officer or designated representative, may visit the areas of the Public Health Department where the registered professional nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Public Health Department.

ARTICLE 8 SPECIAL CONFERENCES

Section 8.1.

Special conferences for the improvement of professional working relations, health, safety, and nursing standards will be arranged between the UNION and the Personal and Preventive Health Services Director and/or Health Officer upon request of either party. Such meetings shall be between Stewards and not more than two (2) non-employee representatives for the UNION, and Personal and Preventive Health Services Director or members of her/his staff. Arrangements for such special conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up at special conferences shall be confined to those matters included in the agenda. Special conferences shall be scheduled within ten (10) days after the request is made, unless mutually extended by the parties. Special conferences are an attempt to resolve a situation prior to the filing of a grievance. They should not be requested simultaneously to a grievance being filed regarding the same issue.

Section 8.2.

Employee representatives of the UNION shall lose neither time nor pay for time spent in such special conferences.

Section 8.3.

The UNION representatives may meet at a place designated by the EMPLOYER, on the EMPLOYER'S property, not more than one (1) hour preceding the meeting with the representatives of the Public Health Department.

Section 8.4. - Nursing Practice Committee

A committee consisting of not more than five (5) employee members of the bargaining unit shall be established for the purpose of discussing with the Director of Nursing and her/his designated nursing staff representatives (not to exceed five (5) in number) matters of mutual concern that affect the quality of nursing care. Others may be invited to meetings from time to time by mutual agreement of the parties; provided, however, that the consent of either party to such attendance not be arbitrarily and consistently withheld.

1. Meeting shall be held as needed upon the request of the nursing practice committee on a mutually agreeable date.
2. A written agenda shall be submitted by the committee at least seven (7) days prior to a scheduled meeting. If there are items which the Director desires to add to the agenda, the chairperson of the committee shall be notified of the same not less than three (3) days before the meeting.
3. Minutes of the meetings will be kept and will be accepted by both parties prior to transmittal of same to others. Summaries of the Nursing Practice Committee shall be transmitted to all work areas.
4. The members of the Nursing Practice Committee engaged during their work shift in these meetings shall be entitled to release time as needed without loss of pay up to two (2) hours, unless extended by mutual consent. Committee members who attend these meetings during off-duty hours shall be paid at their regular straight time rate for time spent in attendance, said hours to be excluded from consideration of overtime payment.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1. - Statement of Purpose

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate. Stewards and alternate Stewards acting in the capacity of a Steward shall be permitted reasonable time to investigate and write grievances and such time shall not be abused.

Section 9.2. - Definitions

A grievance shall mean a complaint of a nurse or nurses based on an event, condition, or circumstance under which a nurse works allegedly caused by unjust discipline or by a violation, misinterpretation or inequitable application of any provision of this Agreement. The term "days" shall mean calendar days, excluding Saturday, Sunday, and holidays. Time limits established herein may be extended by mutual consent of the parties.

Section 9.3. - Steps in the Grievance Procedure

Step One.

A nurse with a grievance must, within ten (10) days after the occurrence, or when she/he could have reasonably become aware of the occurrence of the alleged grievance, shall have the UNION'S Steward reduce said grievance to writing on the grievance form provided by the UNION

and present it to the Personal and Preventive Health Services Director. The Director or his/her designee shall submit a written answer within ten (10) days after receipt of the grievance.

Step Two.

If the grievance is not resolved at Step One, the Steward or Chief Steward may submit the grievance to the Health Officer, provided, however, it is submitted within five (5) days after delivery of the Step One Answer. A meeting between the UNION'S Steward (not to exceed two [2]) the UNION'S Business Representative, and the Health Officer and/or his/her representative and the County Personnel Director or his/her designee will be held to discuss the grievance within thirty (30) days from the date the grievance is filed with the Health Officer. The Health Officer shall submit his/her written answer to the Steward and UNION'S Business Representative within ten (10) days following the meeting.

Step Three.

In the event such answer is not acceptable to the UNION, the UNION may, at its option, appeal the grievance to the State Mediation Service by notifying the County Personnel Director or his/her designee, provided, however, such notice is submitted within five (5) days after delivery of the Step Two answer. If the matter is not settled at the Mediation Step (in the event such step is elected), the UNION shall notify the County Personnel Director or his/her designee within forty-five (45) days from the day of mediation of its intent to arbitrate the matter.

Step Four. - Arbitration.

Any grievance which is unresolved at Step 3 of the grievance procedure may be submitted by the UNION to arbitration by filing a written notice of intent to arbitrate within forty-five (45) days of receiving the answer at Step 3 or within forty-five (45) days of the mediation in Step 3. Upon receipt of the notice of intent, the parties shall be obliged to proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator.
2. If the parties fail to agree upon an arbitrator within ten (10) days of the receipt of the request for arbitration, the UNION shall within seven (7) calendar days submit the matter to the Federal Mediation and Conciliation Service (FMCS) asking for a selection of an arbitrator in accordance with its voluntary labor arbitration rules. The arbitrator shall have the authority and the jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but she/he shall not have the power to alter or modify the terms of the contract. With respect to arbitration involving discipline or discharge of an employee, the arbitrator shall determine if the discharge or discipline was for just cause, and she/he may review the penalty imposed and shall determine the penalty to be inappropriate and/or unduly severe, may modify it accordingly or, if appropriate, may uphold it. Any case appealed to the arbitrator on which she/he has no authority to rule shall be referred back to the

parties without decision. The decision of the arbitrator shall be final and binding on both parties.

Section 9.4. - Failure to Proceed

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

Section 9.5. - By-Pass Steps

The parties may mutually agree to by-pass any step.

ARTICLE 10
WITHHOLDING OF PROFESSIONAL SERVICES

Section 10.1.

It is recognized that the need for care and proper treatment of clients are of paramount importance and that there should be no interference with such care and treatment.

Section 10.2.

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The UNION, and the members of the bargaining unit under the Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the clients.

Section 10.3.

The EMPLOYER shall have the right to discipline or discharge any employee participating in such interferences, and the UNION agrees not to oppose such action.

It is understood, however, that the UNION shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

Section 10.4.

The EMPLOYER will not lock out any employees during the term of this Agreement.

ARTICLE 11
ROLE OF PUBLIC HEALTH NURSE

Public Health Nurses work as members of a health team to further community health. They utilize the philosophy, content, and methods of both professional nursing and public health.

Public Health Nurses participate in the nursing, diagnosis, planning, and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work, and in hospitals, clinics, nursing homes and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health and allied professions. In all phases of the work they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled. The Public Health Nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in ensuring continuity of care and comprehensive services to individual clients and families. The employee presents the potential public health nursing's contribution in community program planning and in diagnosis and treatment of community ills. The employee lends her/his support and her/his special skills to the total configuration of public health practice.

The parties agree that the Standards of Community Health Nursing Practice as established by A.N.A. provide a desirable goal in striving for quality of nursing practice. The parties further agree to abide by the current A.N.A. Code of Ethics which can be accessed in Room 201.

ARTICLE 12
EVALUATIONS

Newly hired nurses shall have a written evaluation of their work performance by their immediate supervisor at least twice during their probationary period, one no later than three (3) months and one no later than six (6) months following employment and then annually thereafter. The employee shall acknowledge evaluations by signature, however, such signature will imply neither agreement nor disagreement with the evaluation.

ARTICLE 13
VACANCIES, PROMOTIONS, TRANSFERS AND REASSIGNMENTS

Section 13.1. - Promotions

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

Section 13.2. Vacancies (Promotions, Permanent Transfers, and Voluntary Demotions).

A. Application for Vacancies

Vacancies will be electronically sent via email to Public Health Department employees, with one copy being posted on the bulletin board in the Administration office for five (5) workdays. Interested employees must submit a letter of intent and an updated resume to the Health Officer within the time limit stated on each posting in order to be considered eligible for consideration for the vacancy.

B. Criteria for Selection

Qualifications for the vacant position shall be determined by the EMPLOYER and outlined in the posting for the position. Bargaining unit employees on staff who meet the EMPLOYER'S qualifications for the posted vacancy within the bargaining unit shall be given preference for the position before the EMPLOYER recruits personnel outside the bargaining unit. Qualifications include: education; training; experience; ability; and previous performance, inclusive of work performance evaluations, and excessive absenteeism and tardiness (except as allowed by applicable law). When two (2) or more employees have relatively equal qualifications for selection to the same position, preference will be given to the employee having the most bargaining unit seniority.

Section 13.3. - Transfers

A. Permanent Transfers

Employees interested in transferring to a position of equal or lower pay must submit such a request in writing to the Health Officer prior to the expiration of the internal posting. Internal postings must be posted for five (5) working days in accordance with Section 13.2(A) above. Criteria for selection shall be in accordance with Section 13.2(B) above.

B. Temporary Transfers

The EMPLOYER may transfer any employee from any bargaining unit classification, position, or assignment to fill any position, on a temporary basis, for up to ninety (90) calendar days, unless extended by mutual agreement between the parties. Should more time be needed, said request for extension shall be requested at least two (2) weeks before the ninety (90) days lapse. The UNION shall be provided written documentation to clearly communicate any temporary assignment, inclusive of duties to be performed, and if the affected employee has any questions regarding said assignment, said employee may request a meeting with the EMPLOYER, at which the employee's UNION Steward may be present.

Section 13.4. - Reassignments

Prior to reassigning a nurse to another position which is not due to a reduction in the work force, such as, but not limited to, an elimination of funding in a given program without layoff, the UNION and EMPLOYER will review existing work and staffing requirements and will develop a plan to reassign staff which maximizes existing staff experience, expertise and position preference. Should the UNION and EMPLOYER fail to arrive at a staffing plan, the affected individual may

transfer to a less senior position in clinic or field for which the individual is qualified. The EMPLOYER will not reassign a nurse to a newly posted position unless the nurse to be reassigned bids for the position and has all the qualifications and seniority to fill the position. Should bumping occur, the EMPLOYER may reassign the least senior affected employee to a remaining vacancy.

Section 13.5. - Trial Period for Promotions, Permanent Transfers and Reassignments

An employee who accepts a promotion, permanent transfer or reassignment (not including temporary transfers) shall be subject to a trial period of ninety (90) calendar days, which may be extended by the EMPLOYER. At any time during the first thirty (30) days of said ninety (90) day trial period, the employee may on his/her own volition, request in writing to be relieved of the new position and be returned to the former position, and rate of pay, if the position remains in existence. In the event the employee fails to satisfactorily complete the trial period or if the position no longer exists, the employee may request to be placed in a vacant bargaining unit position for which the employee is qualified or, if there is no vacancy, may bump a less senior employee in a position for which the employee is qualified.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 14.1.

It is assumed that each registered professional nurse will abide by such rules of professional conduct as are necessary for the smooth operation of the Public Health Department and care of clients.

Section 14.2.

The EMPLOYER shall have the right to discipline, discharge or suspend any employee for just cause. Discipline that is necessary shall be corrective rather than punitive and should be based first on a verbal warning followed by a written warning. Verbal warnings are in force for one (1) year and a written warning shall remain in force for two (2) years. No warning needs to be given to an employee before she/he is discharged or disciplined, if the cause of the discharge or discipline is 1) dishonesty or for any illegal act while on the job; 2) drunkenness or use of intoxicating drugs or beverages on the job; 3) gross negligence, 4) gross insubordination; 5) a serious breach of confidentiality or security; or 6) fighting or threat of physical violence.

Section 14.3.

The EMPLOYER reserves the right to establish reasonable rules and policies. Rules for the conduct of registered professional nurses, when drafted by the EMPLOYER, shall be presented to and reviewed for recommendation by the UNION, prior to their being placed into effect.

Section 14.4.

The Saginaw County Public Health Department has instituted a Formal Client Grievance Policy to be used by clients if they feel that they have not been treated fairly or their rights have been violated. The Registered Nurse will have the formal grievance procedure available per the Collective Bargaining Agreement under Article 9. Client grievances will not appear as part of the Personnel file of any Registered Nurse until the grievance process under this Agreement has been concluded with a determination that the Registered Nurse acted inappropriately.

ARTICLE 15 REDUCTION IN FORCE, SENIORITY, BUMPING AND RECALL

Section 15.1. - Termination

At least three (3) weeks' written notice of termination/resignation of employment shall be given to the EMPLOYER by a Registered Professional Nurse. If a nurse does not provide at least three (3) weeks' notice of termination/resignation of employment, the EMPLOYER may document the nurse's failure to provide proper notice, in the employee's personnel file.

Section 15.2. - Seniority

Seniority shall be determined from the employee's starting date of employment within the bargaining unit. An employee's seniority shall entitle that employee only to such rights as expressly provided for in this Agreement. Seniority date may be different than longevity. Seniority ties will be determined by the last four digits of the Social Security number, with the highest number prevailing in any seniority rank question.

Section 15.3. - Termination of Seniority

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

- A. Voluntary quitting (Not reinstated within ten (10) days).
- B. Discharge for cause (Not reinstated by the grievance procedure or M.E.R.C.)
- C. Layoff or absence because of illness or injury not covered by workers' compensation for a continuous period in excess of the employee's seniority at the time the layoff or absence began, or for one (1) year, whichever is shorter.
- D. An absence due to a compensable (workers' compensation) disability incurred during the course of employment shall not break continuous service, provided the employee returns to work within thirty (30) days after statutory payments cease (unless payments were stopped inappropriately) or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as a part of a redemption agreement, whichever occurs first.

- E. Absence from work for a period of three (3) consecutive scheduled work days without notification to the employee's supervisor during such period, of the reason for the absence except in emergency situations beyond the control of the employee.
- F. Failure to report for work upon recall from layoff as set forth in Section 15.5.
- G. Retirement.
- H. Transfer to a position outside of the bargaining unit unless otherwise agreed to by the EMPLOYER and UNION.
- I. Failure to return to work at the expiration of an approved leave of absence.

Section 15.4. - Lay Off Process

In the event that the County of Saginaw Public Health Department, in its discretion determines that a layoff is necessary, such layoff will be from programs selected by the EMPLOYER and in numbers determined by the EMPLOYER, subject to the terms and conditions specifically provided for in this Agreement.

Prior to any layoff or reduction in work force, the EMPLOYER will terminate in order temporary employees and probationary employees, as needed.

Should this not provide sufficient reduction in staffing resources, reductions shall be done by program. The following procedures shall be followed:

- A. The EMPLOYER shall notify the UNION of specific program cuts.
- B. At least a two (2) week minimum notice and, if possible, three (3) weeks' notice shall be given to all employees subject to a layoff. Notice shall be at their last known home address or by personal delivery at work, if possible.
- C. Employees must exercise bumping rights within three (3) days after notice. Bumping decisions shall be made in cooperation with EMPLOYER and the ability to do the work with an appropriate brief orientation, which minimizes the disruption of service and training requirements.
- D. Bumping shall be by bargaining unit seniority, provided that the nurses being retained are qualified for the position based on experience, training, ability and proper orientation. Such decision shall be made by the Personal and Preventive Health Services Director who shall not be arbitrary and capricious in her/his decision.
- E. If an employee does not lose a position the employee may not bump.

- F. Bumping shall only be permitted to prevent a layoff.
- G. Seniority employees laid off in a reduction in force, or bumped due to a reduction in force, shall have the right to bump a less senior member of the bargaining unit in an equal or lower classification, provided the employee retained is qualified to do the required work after routine orientation (not including additional training). The positions vacated through the bumping process need not be posted.

In order to prevent layoffs, alternatives to such may be discussed with the UNION. A temporary reduction of the work hours to not less than thirty-two (32) hours per week per employee before any employees are laid off may be implemented. Such reduction shall not exceed twelve (12) weeks at any one time and will be done with the concurrence of the UNION.

Section 15.5. - Recall

Recall shall be in inverse order of layoff. Recall shall be to the position offered by the EMPLOYER.

A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Notices of recall shall be sent by certified mail to the employee's last known address by the EMPLOYER, and it shall be the obligation of the employee to maintain current address and telephone information with the EMPLOYER. A recalled employee shall give notice of intent and date to return to work within three (3) calendar days, and shall return to work within seven (7) calendar days of receipt of the notice. Failure to comply with either the three day rule or the seven day rule will result in the employee being terminated without recourse to this Agreement, except in emergency situations beyond the control of the employee.

The EMPLOYER has the right to contact unit members by telephone, if possible, regarding recall in lieu of official recall notice to expedite restarting a program. Contact by telephone and consent by the employee to return to work prior to the above dates will relieve the notification responsibility of the EMPLOYER and the employee.

An employee who has been laid off under this Section shall have recall rights for a period of one (1) year or the length of the employee's seniority at the time of layoff, whichever is shorter.

ARTICLE 16 SALARIES

Section 16.1. - Wages

Wages are set forth in Schedule A.

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 .

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 \$50,000.00 represents the amount to provide no more and no less than a 0.25% base wage increase, and if the Stabilization Fund ends the requisite fiscal year with \$50,000 greater than 5% of Budget, then employees shall receive a 0.25% base wage increase. Using the same example, if the amount is \$49,999, then no increase will be provided; if the amount is more than \$50,000 but less than what would be required to provide a 0.5% base wage increase, then the employees shall receive a 0.25% base wage increase. In summary, the amount above the Policy amount of 5% must be at or above the requisite quarter percent increment in order for that base wage increase to be provided.

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

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

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

Direct Deposit shall be required.

Longevity Pay

Full-time members of the bargaining unit hired before August 29, 2006 shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of seventy dollars (\$70.00) per year for each full year of service (as of December 1) after completion of five (5) years of service. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive pro rata longevity pay for the year. The death of an employee will cause the pro rata benefit to be paid to his/her heirs. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive pro rata longevity pay for that year.

Full-time employees hired on or after August 29, 2006 are not entitled to nor shall they receive longevity pay.

Section 16.2.

The salaries for nurses are based upon a forty (40) hour week.

Section 16.3.

Except as otherwise provided, each registered nurse shall be placed on the salary schedule according to the length of her/his employment with the Public Health Department, except that leaves of absence in excess of thirty (30) days will stop progression on salary schedule.

Section 16.4.

Employees shall progress through the steps based on length of service; however, step increases may be withheld for just cause.

Section 16.5.

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

Section 16.6.

Nurses employed on temporary permits pending Michigan registration shall work at the starting rate of the salary schedule until fully registered, at which time they shall be placed on the appropriate step in the salary schedule as provided herein.

Section 16.7. - Wages and Other Non-312 Bargaining Units

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

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1. - Hours of Employment

Normal hours for County employees are eight (8) hours to be set between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, with one (1) hour allowed for lunch and two (2) fifteen (15) minute break periods. Lunch hours should be scheduled between 11:00 a.m. and 2:00 p.m. unless other arrangements are made with the division director. Clinic staff must schedule lunch during clinic closure unless otherwise permitted by the division director. At least a one-half (1/2) hour lunch period must be taken. All employees may make special arrangements for a thirty (30) minute lunch hour with prior supervisory approval.

Special hours are those other than normal (example: evening clinics). Staff will not normally be scheduled for work over eight (8) hours; however, management reserves the right to alter the schedule to provide adequate health services, on Wednesdays only, but not to extend beyond 7:30 p.m. The Health Officer has the option to change evening hours from Wednesday to an alternate day, based upon feedback from the staff and based upon the results of the evaluation of the program (customer surveys).

In the event a service is required that results in a change to the regular work schedule, the County shall ask for individual volunteers from employees who normally provide such service at that location or program. In the event there are insufficient volunteers the EMPLOYER shall assign personnel at the EMPLOYER'S discretion.

Employees are expected to conform with the above hours of work, report promptly for work and remain until the close of their regular shift. Except as provided by applicable federal and state law, unscheduled, unpaid time off, absenteeism and/or habitual tardiness will not be tolerated and will be subject to progressive disciplinary action up to and including discharge.

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

The parties, by mutual agreement, may agree to different starting and quitting times in order to allow for flex time. In addition, the EMPLOYER may allow for an alternative schedule at the UNION'S request (e.g. to replace and/or complement the regular hours of 8:00 – 5:00 cited in this Section). The EMPLOYER will make reasonable efforts to accommodate an alternative schedule at the request of the UNION; however, it is understood and agreed that the EMPLOYER,

in its sole discretion, shall decide whether to implement an alternative schedule and determine its duration.

The EMPLOYER shall not mandate a nurse working at a clinic extending beyond the normally scheduled work time, other than Wednesdays, to leave work. The Health Officer has the option to change evening hours from Wednesday to an alternate day, based upon feedback from the staff and based upon the results of the evaluation of the program (customer surveys). However, the nurse may choose to leave work with the approval of the supervisor.

Section 17.2. - Overtime

Employees are entitled to overtime pay at time and one-half (1-1/2) after forty (40) hours worked in one (1) week or eight (8) hours worked in one (1) day or, in the event a regular alternative schedule provides for shifts of more than eight (8) hours, e.g. ten (10) hour shifts, then overtime shall be provided when employees work beyond that regular shift. Overtime must be authorized and attested by a supervisor. Compensatory time may be granted in lieu of overtime pay at time and one-half (1-1/2) and shall be used no later than December 31 of the following calendar year.

Section 17.3. - Evening Meeting

If a nurse is asked to attend an evening meeting of a community group or organization as the representative of the Public Health Department, such time spent at these meetings will be considered overtime, unless time is allowed out of the nurse's scheduled workweek to offset the time spent at such meetings.

Section 17.4. - Emergency Call In

Although nurses are not required to be available for service during non-scheduled work hours, in the event a nurse is called into work during an emergency, said nurse will be paid a minimum of two (2) hours' emergency call-in pay and reimbursed for mileage from their home to the destination point and back.

Section 17.5. - Building Closure

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

Section 17.6. - Closure of Clinics/Home Visits

If a school district is closed due to poor weather, then nurses shall not be required to drive to clinics or homes (for home visits) located in the affected (closed) school district.

ARTICLE 18
OTHER BENEFITS

Section 18.1. Uniform Allowance

The Non-Clinical Nurses will wear logo shirts. The County will provide five (5) sets of logo shirts. Any color is possible. Employees can wear any bottoms that follow the Public Health dress code. The shirts will be replaced as necessary. Clinical Staff will wear logo scrubs. The County will provide five (5) sets of logo scrubs. The scrubs will be replaced as necessary.

Section 18.2. - Vehicle Use

Nurses required to drive their privately owned vehicle on County business shall be entitled to adjustments of the base mileage rate as follows:

- A. Nurses required to drive their privately owned vehicles in the course of their employment shall be reimbursed at Internal Revenue Service standard mileage rate for business use of a personal vehicle. All mileage is to be computed from the employee's home base to the destination point and back, except in the following situations:
1. The employee shall compute mileage to or from her/his residence to the destination point(s) if she/he has supervisory approval and the distance to the destination point(s) is shorter to or from her/his residence than to or from her/his base.
 2. If the distance is greater from the employee's residence, she/he may still leave from there with supervisory approval, but mileage will then be calculated from her/his home base.
 3. Home base for all nurses will be the main office of the Saginaw County Department of Public Health unless the nurse and Department Head mutually agree to designate an offsite clinic or worksite to which a nurse is assigned to begin or end his/her workday, as his/her home base. Under no circumstances is mileage allowed between residence and home base.

Registered Nurses are not required to transport students or any other non-County employees in their private automobiles. Issues pertaining to other nurses shall be worked out as in the past or in accordance with County policy. It is Health Department policy as pertains to nurses that clients not be transported in private automobiles during work time, unless the Registered Nurse is authorized via their position descriptions and is properly licensed. Carpooling is encouraged when group attendance at an event is required.

Section 18.3.

If a Registered Nurse is called into work during other than scheduled hours, and/or at a location other than their normal work location, he/she shall be paid mileage from their home to the destination point and return home.

ARTICLE 19
HOLIDAYS

Section 19.1

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

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

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, such holidays shall be granted to bargaining unit members provided the holiday designated is not in exchange for another holiday.

Section 19.2. - Holiday Eligibility

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

Section 19.3. - Observance of Holidays

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

Section 19.4. - Holiday Pay

Eligible employees who perform no work on a holiday shall be paid the requisite hours of pay at their current hourly rate of pay for their regular shift, e.g. eight (8) hours of pay if their regular shift is eight (8) hours; ten (10) hours of pay if their regular shift is ten (10) hours, provided, however, an employee scheduled to work on a holiday who calls in sick shall not receive holiday pay unless such employee has notified the EMPLOYER of his/her illness at least twenty-four (24) hours prior to the start of his/her shift on said holiday.

Holiday hours not worked shall be considered as hours worked for purposes of overtime and shall be considered as hours worked for purposes of qualification for benefits.

Section 19.5. - Holiday Premium Pay

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

ARTICLE 20
PAID TIME OFF (PTO)

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

Section 20.1.

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

Section 20.2. - Paid Time Off (PTO Banks)

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

	Annual Rate	Biweekly Rate	Days Per Year
0 mos. - 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

Annual PTO use for purposes other than documented disability or illness is limited to twice the amount of time that can be accrued in a year.

Regular part-time bargaining unit employees shall accrue Paid Time Off (PTO) hours at one-half (1/2) of the above rates. Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period.

Section 20.3. - Usage

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

Section 20.4. - Scheduling

Scheduled PTO calendars for employees must have the approval of the Personal and Preventive Health Services Director. It shall be the practice to schedule PTO over as wide a period as possible in order to reduce the need for temporary increases in personnel. Scheduled PTO may be taken in increments of fifteen (15) minutes with advance approval of the division head, as far as possible in advance. However, the Personnel and Preventive Health Services Director shall reserve the right to approve, reject or alter individual PTO schedules in accordance with the Public Health Department's needs.

Early Bird

PTO requests may be submitted twice a year for a six (6) month period. These requests will be made in writing by March 1st for schedule PTO time in the months of May through October and by September 1st for schedule PTO time in the months of November through April. In the case of conflict in the choice of PTO time, the nurse with the longer service will have the first choice in PTO time. All PTO requests submitted after March 1st and September 1st will be considered on a first come first serve basis.

A supervisor will notify employees of approval of vacation requests by March 31st and September 30th for each six (6) month schedule.

Section 20.5. - Payment

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

Section 20.6. - Waiver

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

Section 20.7. - Holidays

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

Section 20.8. - Absence

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

Section 20.9

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

ARTICLE 21
LEAVES

Section 21.1. - Time Off for Illness

- A. Should an employee be absent because of illness during the first six (6) months of employment, s/he may request to be placed on leave of absence without pay. The probationary period may be extended in the event the probationary employee is absent from work as a result of a medically verified disability for more than two (2) weeks. The probationary period may be extended upon mutual agreement of the Employer and the Union.
- B. Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify his/her immediate supervisor prior to the beginning of that duty shift. Such notice shall be given as much in advance as possible.
- C. Except as otherwise granted in this section and subject to FMLA leave as provided in Article 22, Section 22.1, and as otherwise provided by law, the EMPLOYER has the right to require proof of illness if abuse is suspected.
- D. Except as otherwise granted in this section and subject to FMLA leave as provided in Article 22, Section 22.1, and as otherwise provided by law, any person who shall exhaust their PTO Bank and is absent without prior approval of the Department Head shall be subject to discipline.

Section 21.2. - Leaves of Absence Approval Process

- A. Employees shall be eligible to apply for leaves of absence after six (6) months of service with the EMPLOYER. Leaves of Absence are for employees who, in addition to their PTO, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. However, employees shall first be required to utilize any PTO available to them while on an approved leave of absence. The employee may elect to maintain a maximum balance of no more than 40 hours PTO in his/her bank throughout the leave of absence if requested and granted through personnel prior to the approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee.

- B. Any requests for a leave of absence shall be submitted in writing by the Registered Nurse to the Health Officer through the Personal and Preventive Health Services Director. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The Health Officer may approve a leave of absence not to exceed thirty (30) calendar days. For longer periods, the Health Officer shall indicate his/her approval/disapproval and forward the request to the Personnel Department for consideration. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Public Health Department upon written application by an employee, at the discretion of the Health Officer.
 - 1. When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.
 - 2. When personal leave is granted for a period of more than ninety (90) days, the employee's position will not automatically be held open. The employee shall be reemployed after return from leave, if and when employment is available at the same level and type of position previously held, or at the employee's option at such other position and level at which there may then be an opening, and for which the employee is qualified.
 - 3. The employee agrees when the leave is granted, to keep the Public Health Department informed of any change in her/his status or conditions that cause the employee to request the leave.

- C. Authorization or denial for a leave of absence request shall be furnished to the employee by the EMPLOYER, and it shall be in writing stating the reason for denial if applicable.

- D. An employee on an approved leave of absence will continue to accumulate seniority, while on an approved leave of absence, however, leaves of over thirty (30) days shall not count toward progression on the step scale.
- E. Further extension beyond the return date designated may be granted if the Health Officer determines service to the public will not be curtailed after thorough investigation and upon a finding that extension of time is necessary and just.
- F. In no case shall a leave of absence be held valid if an employee accepts work from another EMPLOYER during the time of such leave, unless mutually agreed upon between the employee and EMPLOYER before such leave starts.

Section 21.3. - Military Leave

Except as herein provided, the reemployment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as afforded non-union employees. See Appendix A, County Policy #363, as amended on November 20, 2018.

Section 21.4. - Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the EMPLOYER. Employees shall return to their work location once they have been dismissed from jury duty, if they have been dismissed during their regularly scheduled work hours and at least one (1) hour remains in their scheduled work day.

Service 21.5. - Court Time

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

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

Section 21.6. - Disability Leave

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

Section 21.7. - Veteran's Funeral Leave

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

Section 21.8. - Bereavement Leave

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

Section 21.9. - Leave for UNION Business

A nurse who is elected by the UNION for official UNION business that will require absence from work shall be granted a leave of absence without pay and without loss of status for the duration of the assignment, not to exceed ten (10) days per year providing that the remaining nurses can cover, without the use of overtime, for the employee in her/his absence.

Section 21.10. - Education Leave

Upon written application, a nurse may be granted a leave of absence without pay or benefits to pursue a full-time education program in nursing or a related field for up to two (2) years without the loss of employment status or accrued benefits at the discretion of the Health Officer. If a nurse takes an educational leave, the EMPLOYER will have the ability to add a temporary position above the number allowed in Article 4, Section 4 in this Agreement to replace the employee during the time of the educational leave.

Employment during an educational leave of absence shall be allowed providing full-time education remains the purpose of the leave.

Section 21.11. - Professional Meetings

The Public Health Department will encourage attendance by registered professional nurses at professional meetings sponsored or co-sponsored or professional associations or institutions, where attendance is likely to increase the competency of a nurse in her/his professional capacity.

Nurses desiring to attend professional meetings shall submit requests to the Personal and Preventive Health Services Director. At the discretion of the EMPLOYER, Registered Professional Nurses may be given time off, without loss of pay, to attend such professional meetings, and within the limitations of the EMPLOYER'S funds for employee attendance at the

professional meetings, may also be reimbursed for out-of-pocket expenses incurred in such attendance in accordance with County policy.

ARTICLE 22
FAMILY AND MEDICAL LEAVE

Section 22.1. - Family and Medical Leave

The provisions of this Agreement will be applied to assure that employees who have actually worked for at least one (1) year and who have actually worked at least twelve hundred fifty (1250) hours during the one (1) year period immediately preceding the request for leave will be afforded the entitlement set forth in the Family and Medical Leave Act of 1993 (FMLA) and as prescribed in County Policy #364, as amended on January 20, 2009, subject to law.

Employees must use any personal time off (PTO) to the extent available, subject to allowance for a forty (40) hours PTO bank limitation (see Section 7.4.1 of the County's Policy 364, dated January 20, 2009), during this leave period unless such leave is covered under Worker's Compensation, in which case the employee may only use accumulated leave time for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as leave without pay. Upon return from leave, the employee will be restored to his/her original or an equivalent position.

ARTICLE 23
EDUCATIONAL COURSES

Section 23.1.

Any nurse employed by the Public Health Department, who after completion of her/his probationary period, desires to enroll in a class which in the judgment of the individual will benefit them in their employment with Saginaw County, may apply for tuition assistance under the Saginaw County Educational Reimbursement Program in effect at the time of application. Rules of the program as published by the County will apply. As of the date of ratification EMPLOYER has no funds available for an Educational Reimbursement Program.

Section 23.2. - CEUs

Registered Nurses are required to complete mandatory Continuing Education Units (CEUs) to maintain professional re-licensure and it is each nurse's responsibility to complete said CEUs.

Registered Nurses will be given the opportunity to complete CEU programs approved by the EMPLOYER. All programs must be pre-approved and job related and in such cases shall be paid for by the EMPLOYER. In such cases, Registered Nurses may be granted time off with pay (excluding week-ends) and, in any situation, shall be reimbursed for mileage and out-county meal expenditures for their attendance at such supervisory approved education offering. Approval of reimbursement will be subject to the availability of funds.

Section 23.3. - Nursing License Renewals.

The EMPLOYER will pay for the license renewal of Nursing licenses upon completion of the probationary period.

ARTICLE 24
INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to August 29, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after August 29, 2006.

Section 24.1. - Hospitalization/Medical Insurance

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

The County shall pay the group premium for actual costs up to the “hard cap” limitations as established in PA 152, as amended. However, the County will opt-out of PA 152 during this contract. The County will employ the “hard cap” methodology in calculating the employee’s monthly premium share of each plan year cost. New employees hired after the effective date of this agreement shall be provided health care benefits on the first of the month following 30 days of service. In no event shall the waiting period extend beyond what is required by law.

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

EMPLOYEES shall not be eligible for any other health care plan offered by the Employer. To the extent that there are charges that have been incurred, but not yet reported, (“IBNR”) health care claims from the Employee’s prior health care coverage on Health Department Employees that have been transferred to the Teamster’s healthcare plan, the Employer will be assessing those employees for their share, if any, of those costs.

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

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

Section 24.2. - Dental Insurance Cost Sharing

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

Section 24.3. - Coverage Relative to Work Related Injuries or Death.

For both CURRENT EMPLOYEES and NEW EMPLOYEES, the Employer shall continue to pay its share of the health care premiums as set forth in Section 1, for a maximum of three (3) years. Employees or their surviving family members will be responsible for the employee's share of the premium as established for each plan year as 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 24.4. - 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. Current employees will be eligible to enroll in the high deductible plan only. Additional plans offered at the Employer's sole option are not available and there will be no opportunity to switch to other existing options pursuant to the following conditions:

- a. An employee hired before January 1, 1999, retiring from Saginaw County employment and his/her spouse at the time of retirement will be eligible to enroll in the high deductible plan only, provided proper application is made prior to retirement.
- b. An employee hired on or after January 1, 1999, upon retiring from Saginaw County employment, will be eligible to enroll in the high deductible plan for single health care coverage (employee only).

Employees hired after January 1, 1999 and prior to June 25, 2002 may purchase insurance for non-covered eligible dependents at group rates at their option.

Employees hired after June 25, 2002, are not eligible to purchase insurance for non-covered eligible dependents, except as permitted under COBRA.

- c. New employees hired on or after August 29, 2006, retiring from Saginaw County are not eligible for retiree health insurance.

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

Effective January 1, 2014, an Employee who retires under this Agreement and is eligible for and elects to receive retiree healthcare coverage will be required to pay a percentage of the premiums as indicated in TABLE A below. Payment will be in accordance with the number of continuous years of service actually worked for Saginaw County regardless of the total number of

credited years of service held by the employee for the purpose of calculating the MERS Defined Benefit Pension.

TABLE A

FULL-TIME YEARS OF SERVICE	EMPLOYER PAYS	RETIREE PAYS
6	10%	90%
7	15%	85%
8	20%	80%
9	25%	75%
10	30%	70%
11	35%	65%
12	40%	60%
13	45%	55%
14	50%	50%
15	55%	45%
16	60%	40%
17	65%	35%
18	70%	30%
19	75%	25%
20 & OVER	80%	20%

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

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

Employees who retire and are eligible for retiree health insurance coverage may make an irrevocable election to receive offset payments of two hundred dollars (\$200) per month in lieu of said coverage provided they are not covered under a County health plan. This election is irrevocable; individuals electing this option may not re-enter the health coverage program under any circumstances.

Section 24.5. - 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 in at the time of retirement is the option that the retiree remains covered under until conversion to Medicare.

Section 24.6 - Health Care Savings Program (HCSP) for NEW EMPLOYEES (Hired on or after August 29, 2006).

NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 24.4 above or any other retirement health insurance that may be provided by the Employer in the future. NEW EMPLOYEES and those employees previously enrolled in the former RHS (Retiree Health Savings) 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 a HCSP account.

Section 24.7. - Dental Insurance

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

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

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

Percentage:

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

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

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

Orthodontic Services – 50% (braces)

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

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

Section 24.8. - Optical Insurance

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

Section 24.9. - Life Insurance

The EMPLOYER shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of fifty thousand dollars (\$50,000) and fifty thousand dollars (\$50,000) Accidental Death and Dismemberment insurance effective the first day of the month following thirty (30) days of completed full-time service. The employee's Life Insurance benefit amount will automatically reduce upon the employee's attainment of age 65 but less than age 70 to 92% and age 70 and over to 90%. Employees who retire will be insured for four thousand dollars (\$4,000) group term life.

Section 24.10. - Liability Insurance

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

Section 24.11. - 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 24.12. - Continuation of Insurance

Insurance shall continue in force at Employer expense as follows:

Health, Dental, Vision, and Life Insurance:

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

subsequent to the date of the employee's layoff (e.g. May 15 layoff would result in coverage through June 30). Employee would be responsible for any premium share in effect at time of layoff.

In the event of a leave of absence, health, dental, vision, and life insurance shall be continued at Employer expense until the last day of the month that the leave began (e.g. May 15 commencement of leave of absence would result in coverage through May 31). The term "EMPLOYER expense" shall be in accordance with Section 1 of this Article.

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

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

Section 24.13. - Option to Health Insurance Coverage

A full-time employee who is eligible to receive or is presently enrolled in the Michigan Conference of Teamsters Welfare Fund ("the Trust Fund") may choose to receive Two hundred 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 Michigan Conference of Teamsters Welfare Fund ("the Trust Fund") may only re-enroll during open enrollment unless an employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.). Then the employee may reenter Michigan Conference of Teamsters Welfare Fund coverage subject to IRS regulations for a qualifying event and the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the EMPLOYER in a timely manner, or for any other reason not directly attributable to the EMPLOYER, the EMPLOYER shall in no way be held liable for health coverage during such lapse.

Section 24.14. - Wellness Activity Reimbursement.

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

Section 24.15. - 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 24.16. - 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 24.17. - 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 1 of this article.

Section 24.18. - Retirement Health Insurance and Other Non-312 Bargaining Units

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

ARTICLE 25
WORKERS' COMPENSATION

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

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

The County reserves the right to provide fringe benefits as allowed by appropriate Workers' Compensation rules, regulations or law. Fringe benefits which will continue for one (1)

year are health, dental, vision, and life insurance with the appropriate employee premium shares required.

ARTICLE 26
RETIREMENT PLAN

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to August 29, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after August 29, 2006.

Section 26.1. - Retirement

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

All other CURRENT EMPLOYEES are members of the DC Plan (formerly independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following employee and EMPLOYER contributions:

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

All NEW EMPLOYEES shall be members of the DC Plan (formerly independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA), which provides for the following employee and EMPLOYER 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. Alterations in contribution rates will be allowed only if allowed within the plan document.

Under the DC Plan, the employee will be provided with maximum portability of both the employee and EMPLOYER contribution, 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 PLUS	100%

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

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

ARTICLE 27 USE OF FACILITIES

Section 27.1.

The UNION may use available rooms at the Public Health Department for UNION meetings, with the prior consent of the EMPLOYER.

Section 27.2.

The UNION shall have the right to use designated bulletin boards to announce local, regional, national, or state meetings and to otherwise inform its members of matters of professional interest. The UNION agrees not to use the EMPLOYER'S work time and/or equipment other than to gather information relative to grievances, process grievances, and communicate with the UNION'S Business Representative. Fax machines shall not be used without the prior approval of the supervisor.

ARTICLE 28 SAFETY COMMITTEE

The EMPLOYER will observe all applicable health and safety laws and will take all steps reasonably necessary within annual budgets established by its Board of Commissioners to assure employee safety.

The EMPLOYER agrees to provide field nurses with the following package: cellular phone, and upon request: a body alarm to be used for emergency notification of trouble, and a tote bag. However, employees who lose or damage, beyond normal wear and tear, any of these items are personally responsible for replacement within thirty (30) days.

Every employee will observe all applicable and reasonable safety rules and instructions established by the EMPLOYER and applicable safety laws and governmental regulations.

The UNION and the EMPLOYER shall continue to work towards an ongoing safety program through the Safety Committee. The UNION shall place a nurse on the Safety Committee.

EMPLOYER offers to nurses the opportunity of obtaining the following immunizations at no cost to the employee:

- A. MMR, Varicella, and Tetanus-Diphtheria series or booster.
- B. Influenza immunization.
- C. Hepatitis B immunization.
- D. Pertussis.
- E. Tuberculin testing annually or chest x-ray.
- F. Other vaccines as deemed necessary by the Health Officer.

Any employee concerned with personal safety is expected to voice and document concerns to the supervisor. Should the nurse determine that there is a safety concern, the nurse will have the right to not perform a service contingent upon the nurse having discussed the concerns with the supervisor.

ARTICLE 29 TERM OF AGREEMENT

The term of this Agreement shall be effective upon ratification except as otherwise provided in this Agreement and shall continue in operation and effect until the 30th day of September, 2024 and shall automatically be renewed from year to year thereafter, unless either party hereto gives notice in writing not less than sixty (60) days prior to the 30th day of September, 2024 or not less than sixty (60) days prior to the 30th day of September of each year thereafter to the Public Health Department or to the UNION, as the case may be, of its intention to modify or terminate this Agreement. To the extent that any provision of the Agreement conflicts with provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, state or federal, now in effect as passed in the future.

The Public Health Department agrees to provide one copy of this Agreement to each registered professional nurse employed by the Public Health Department during the term of this Agreement.

Any supplementary Agreement, which is reduced to writing and signed by the parties, shall become and be a part of this Agreement.

This Agreement shall be binding upon the parties hereto and their successors and assigns for the Public Health Department and the UNION.

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any applicable federal or state law, now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of such specific provision or any other provisions in this Agreement; and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement.

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

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

UNION E TEAMSTERS NURSES		TEAMSTERS-NURSES					CLASSIFICATION		
SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	5 YEARS (STEP 7)		
P15	51,634.00 1,985.92	53,441.00 2,055.42	55,311.00 2,127.35	57,249.00 2,201.88	59,252.00 2,278.92	61,325.00 2,358.65	63,471.00 2,441.19	65,693.00 2,526.65	67,991.00 2,615.04
P16	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
P17	59,115.00 2,273.65	61,185.00 2,353.27	63,326.00 2,435.62	65,542.00 2,520.85	67,836.00 2,609.08	70,211.00 2,700.42	72,669.00 2,794.96	75,212.00 2,892.77	77,843.00 2,993.96

Michigan Conference of Teamsters Welfare Fund



Schedule of Benefits Benefit Package 1031

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

Effective January 2019



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

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

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

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

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

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

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

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

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

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

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

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

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

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



Delta Dental PPO 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			
Prosthetic 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.		

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