

SAGINAW COUNTY BOARD OF COMMISSIONERS

SAGINAW COUNTY SHERIFF

--and--

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Sergeants

June 20, 2023 through September 30, 2025

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AGREEMENT

THIS AGREEMENT, entered into on June 20, 2023, between the Board of Commissioners and the Sheriff for the County of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Command Officers Association of Michigan representing the Sergeants of the Saginaw County Sheriff Department, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

THIS AGREEMENT, entered into by the Board of Commissioners and the Sheriff for the County of Saginaw, hereinafter referred to as the Employer, and Command Officers Association of Michigan representing the Sergeants of the Saginaw County Sheriff's Department, hereinafter referred to as the Union has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation or any other protected class status as recognized by state or federal law.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION -- EMPLOYEES COVERED

Section 1.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all full time Sergeants of the Saginaw County Sheriff's Department, but excluding all other employees.

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or

activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Management Prerogatives.

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe reasonable departmental rules and regulations, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The 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, specifically MCL 423.215(7), the parties recognize that an emergency manager appointed under the Local Financial Stability and Choice Act, being PA 436 of 2012, shall be allowed to exercise powers as specified in said Act.

ARTICLE 3 UNION DUES AND FEES DEDUCTION

Section 1.

A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in a Union. The authorization for deduction of dues /fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

Section 2.

The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Section 3.

Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, Michigan 48239-1949. In the event a refund is due an employee for any sums deducted

from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 4.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

Section 5.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 6.

Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10.2 of the Public Employment Relations Act.

ARTICLE 4
STEWARDS AND ALTERNATE STEWARDS

Section 1.

The Sergeants shall select one president and two stewards. One steward will be from corrections and one will be from law enforcement. The President may be from either group. They shall serve as alternates. Stewards must be regular employees.

Section 2.

The president or stewards, in the president's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor shall grant permission within the one calendar day of occurrence for the president or stewards to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the president or stewards leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Employee abusing such time may be subject to disciplinary action.

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

Section 3.

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

Section 4.

The Employer shall allow one (1) employee to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leave granted shall not exceed three (3) work days in any calendar year.

Leave days as specified above, shall be considered as miscellaneous leave days, and shall not be charged against the employee's annual or other accrued leave days.

The Field Representative of the Union shall, at least ten (10) calendar days prior to such conference or seminar submit notice to the Sheriff certifying the name of such representative and indicating the starting date and termination date for the respective leave days noted above.

All leaves provided in this Article shall be granted without any loss of any pay allowances, or other benefits as provided within the terms of this agreement.

ARTICLE 5
SPECIAL CONFERENCES

Section 1.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party.

Section 2.

Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union, which may include the Labor Council Field Representative. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be

held during the normal work day. The members of the Union shall not lose pay for the time lost in such special conferences.

Section 3.

Special conferences shall be scheduled within ten (10) calendar days after the request is made unless otherwise agreed.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that a grievance is any dispute, controversy, or difference between the parties to this agreement on any issue with respect to or concerning the interpretation or application of this agreement or any terms or provisions thereof.

Step 1.

Before initiating a Step 2 written grievance, any employee having a complaint in connection with his/her employment shall, within thirty (30) calendar days of the occurrence or when the employee/Union should have reasonably known of the occurrence giving rise to the complaint, first discuss the matter orally with his/her immediate supervisor or his/her designee who has the authority to resolve the grievance.

Step 2.

If the matter is not so resolved, the steward and/or the employee shall discuss the complaint with the Sheriff, Undersheriff, or their designee within seven (7) calendar days. Following the meeting with the Sheriff, if the issue is still not resolved, it shall be reduced to writing on the regular grievance form provided by the local Union, signed by the employee, and presented to the appropriate Captain or Lieutenant within seven (7) calendar days of the mandatory discussion with the Sheriff. It shall also be concurrently presented to the County's personnel department. Supervision shall answer said grievance within seven (7) calendar days of receipt of same.

Step 3.

If the grievance is not settled in Steps 1 and 2, the Union shall within seven (7) calendar days after the Department's answer, request a meeting between Union representatives and the Sheriff and/or his/her representative, to which a Saginaw County official will be invited, to review the matter. Such meetings will be held within thirty (30) calendar days after the date of written request and the Employer will render his/her decision within seven (7) calendar days following the meeting.

The Employer and the Union may by mutual agreement in writing extend the time limits of the grievance procedure.

Section 2. Arbitration.

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. The submission is to be made within thirty (30) calendar days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations then obtaining, within the time specified above. Such rules shall govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

Section 3. Time Limitations.

If the time limit is not met, by either party, then the grievance is settled in favor of the non-defaulting party.

ARTICLE 7
DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline.

The Employer shall not discharge, suspend, or discipline an employee except for just cause. Notice shall be given to the Union by the Employer of any discipline or discharge within forty-eight (48) hours of the invocation of such discipline or discharge, except as specifically excepted herein. The notice will normally be delivered to the steward or alternate either in person or by email. Email transmission to the Union headquarters shall be sufficient notice.

Section 2. Charges and Specifications.

Before any disciplinary action is taken against a member, he/she shall be given written notice of the charge(s). Such notice shall be presented to the employee within ninety (90) calendar days of the Sheriff having knowledge of the incident or circumstance(s) giving rise to the charge(s). The Sheriff may, at the Sheriff's sole discretion, extend this ninety (90) day period with one thirty (30) calendar day extension, upon written notice to the Union. A notice of possible discipline will be forwarded to the employee and the Union. The employee shall have fourteen (14) calendar days to respond in writing and state his/her position and offer any evidence immediately available.

This response shall be presented to the Sheriff, Undersheriff, or their designee. Once the employee has the opportunity to respond, the Sheriff will have fourteen (14) calendar days from the day the employee responds, to determine if there is just cause for discipline. The employee shall sign a copy of the charge with the understanding that said signing does not necessarily constitute acceptance thereof.

Section 3. Specific Sections.

Such charges shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated. No member shall be required to make any statement written or oral, concerning the alleged offense prior to the Step Three (3) grievance meeting.

Section 4. Representation.

At all stages of the disciplinary procedure a member of the bargaining unit, against whom charges have been made, may be represented by a steward, alternate steward, union representative or union attorney.

Section 5. Past Infractions.

In imposing any discipline on a current charge, the Employer will not base his/her decision upon any prior infractions of county or departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge, and then not more than three (3) years.

Section 6. Relieved of Duty.

In the event a member is relieved of duty, he/she shall be taken off the payroll and shall turn in his/her departmental equipment. Relieved of duty shall be used by the department for awaiting criminal trial implementation and decision. In the event a member is exonerated of the charges causing the relieved of duty condition, he/she shall be reinstated to his/her prior position and compensated for all back wages lost due to the relieved of duty condition. Relieved of duty shall not last more than thirty (30) days except when there is a criminal prosecution authorized by a prosecutor. During the period a member is relieved of duty, he/she may not receive benefits as outlined in this contract.

Section 7. Special Investigation.

If any member shoots, while in the line of duty, another person injuring or killing that person, that member shall be placed on administrative leave receiving full pay and benefits for a period of three (3) calendar days, except during periods of emergency. This period may be extended up to thirty (30) calendar days for medical or other reasons when mutually agreed to by the Employer and Union. During the administrative leave period the employee must make himself available for investigative purposes.

Section 8. Reassignment.

The Employer may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete. Such reassignment shall be without prejudice.

Section 9. Continuance of Benefits.

If a member is suspended for disciplinary reasons, he/she may not be entitled to his/her pay or benefits, except however, health insurance will be maintained. The premium cost share would be due by the next pay period. If the employee is terminated, then the premium cost share will be deducted from the employee's last paycheck. If the premium cost share is not paid within the time periods noted herein, then benefits will be discontinued.

ARTICLE 8
SENIORITY

Section 1.

Seniority shall be on a department wide basis in accordance with the employee's date of entry into the Sheriff's Department.

- a.) Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- b.) The seniority list will show the rates, names, and job titles of all employees of the unit entitled to seniority.
- c.) The Employer will always keep the seniority list up to date and posted and will provide the Local Union membership with up-to-date copies at least every six (6) months.
- d.) Classification seniority shall be defined as time accrued within this bargaining unit.

Section 2.

An employee shall lose his/her seniority for the following reasons only:

- a.) He/she quits, retires, or receives a pension under Saginaw County.
- b.) He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

- c.) He/she is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice. After such absence the Employer will send certified written notification to the employee at his/her last known address that because of his/her unexcused absence he/she has voluntarily quit and is no longer in the employ of the County.
- d.) If he/she does not notify the Employer within seven (7) calendar days after receipt of certified written notification to return to work after lay off, as to the date when he/she will return, which must be within two (2) weeks after the delivery of such notice to his/her last known address. Exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- e.) Return from sick leave and leaves of absence will be treated the same as (c) above.
- f.) If he/she is laid off during the term of this Agreement for a continuous period equivalent to his/her seniority. However, in no event will employees laid off for a continuous period in excess of three (3) years retain their seniority.
- g.) Transfer or promotion out of the Sheriff's Department.

ARTICLE 9 PROMOTIONS

Section 1.

Whenever a vacancy occurs within the rank of Lieutenant or Captain, the then remaining Lieutenants and Captains shall evaluate the Sergeants from within the department and recommend to the Sheriff those deemed qualified. The recommendation shall not be binding on the Sheriff.

Section 2.

Employees promoted into the bargaining unit shall serve a twelve-month (12) month evaluation period. Promoted employees shall accrue bargaining unit (classification) seniority from the date of promotion into the unit. During the twelve (12) month evaluation period, the employee may voluntarily return to the position held prior to being promoted. Following one year in the bargaining unit, Sergeants do not have the option to voluntarily return to Unit 1, except as set forth in Article 17, Layoff & Recall, or with the permission of the Sheriff. Employees promoted into the bargaining unit shall be paid at the lowest step in the new pay grade which is at least five percent (5%) above the salary he/she was receiving immediately before the promotion.

Section 3.

In the event that a member promoted to the Command Staff cannot in the opinion of the Sheriff fulfill the duties of his/her new grade during his/her evaluation period as a Command Officer, the Sheriff may return the employee to his/her last held grade level at the time he/she was selected for the higher grade without loss of bargaining unit seniority before the end of the first year.

If after less than one year, the newly promoted Commander does not feel he/she is able to perform the duties of his/her position, he/she may request the Sheriff to return him/her to his/her former grade level.

ARTICLE 10
LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment. Employees shall be required to utilize PTO available to them while on a leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) PTO hours in his/her bank throughout the leave of absence, if requested and granted by the Sheriff, prior to approval of the leave of absence. All employee benefits shall remain in effect if PTO is being utilized by the employee.

Section 2.

Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires.

Section 3.

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

Section 4.

An employee on an approved leave of absence will continue to accumulate seniority within the bargaining unit during the leave. The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) calendar days of a personal leave of absence. After said thirty (30) calendar day period the employee, if he/she chooses, shall make arrangements with the Employer, for continuation and payment of said benefits.

Section 5.

Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

Section 6. Military Leave.

Except as herein provided, the reemployment rights of employees and probationary employees after military service will be limited by applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as afforded non-union employees pursuant to Saginaw County Board of Commissioners Leave of Absence Policy No. 363, adopted April 23, 2001 and amended October 25, 2005 and November 20, 2018.

Section 7.

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

- a.) Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the time spent in jury service after endorsing the jury check to the Employer.

Section 8.

Employees required either by the County of Saginaw or any other public 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 a period during which they are so required to be absent from work.

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

Section 9.

An employee wishing to further his/her education in his/her chosen profession may be granted educational leave for a maximum of two (2) years without pay. The decision of whether or not to grant such leave shall be the exclusive decision of the Sheriff or his designee. Such decisions shall not be arbitrary or capricious. This leave may be extended by mutual agreement. Employees shall not accumulate benefits or seniority while on such leaves of absence.

Section 10. Family and Medical Leave

Family and medical leave shall be in accordance with Saginaw County Board of Commissioners Family and Medical Leave Policy No. 364, as amended January 20, 2009, subject to law.

ARTICLE 11
HOURS OF WORK AND PREMIUM PAY

Section 1.

The normal work day shall consist of between eight (8) and twelve (12) continuous hours per day inclusive of a paid meal period as determined by the Employer. Time and one-half (1 1/2) will be granted under any of the following conditions:

- a.) Daily: All work performed in excess of the normally assigned shift for the position as authorized and approved by the Employer.
- b.) Periodically: All work performed in excess of eighty (80) hours for 8 and 10 hour shifts and eighty-four (84) hours for twelve (12) hour shifts in any biweekly pay period. Employees shall be paid overtime compensation at the rate of time and one half of regular rates of pay for all hour actually worked in excess of 84 or 80 hours worked or scheduled to work and excused with pay per pay period. There shall be no pyramiding of overtime.
- c.) Administrative Sergeants shall be paid straight time for an 84 hour pay period.

Section 2.

The Employer shall continue biweekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

Section 3.

If possible, checks will be available to employees working the four to twelve shift, the afternoon of the Thursday preceding payday at and not before 4:00 P.M. Checks are to be picked up from the Sheriff or his/her designee.

Section 4. Shift Preference.

Once a year prior to the selection of vacation time, a written request for shift preference by seniority within classification may be submitted. The decision of the Sheriff is final and binding but shall not be arbitrary or capricious.

Section 5.

Employee assignments shall not be changed or altered with less than two (2) weeks' prior notice to the employee involved, without that employee's consent, except in the event of an emergency. This Section shall not apply to the two (2) Relief Sergeants, who shall be given a minimum of twenty-four (24) hours' notice.

ARTICLE 12
HOLIDAYS

Section 1.

The following days shall be designated and observed as paid holidays effective upon ratification of the Agreement:

- 1.) New Year's Day, January 1
- 2.) ML King, Jr.'s Birthday, 3rd Monday in January
- 3.) Presidents' Day, 3rd Monday in February
- 4.) Good Friday
- 5.) Memorial Day, last Monday in May
6. Juneteenth, June 19
- 7.) Independence Day, July 4
- 8.) Labor Day, 1st Monday in September
- 9.) Veterans' Day, November 11
- 10.) Thanksgiving, 4th Thursday in November
- 11.) Day after Thanksgiving
- 12.) December 24, Christmas Eve
- 13.) December 25, Christmas Day
- 14.) December 31, New Year's Eve

Section 2.

In view of the nature of their duties and the priority need for law enforcement in times of emergency or natural disaster, bargaining unit personnel will make every reasonable effort to report to work when required, including during "snow days" or other "Acts of God".

Section 3.

Employees must work their scheduled day before and their scheduled day after a holiday or be on authorized paid leave in order to be paid for the holiday.

Section 4.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday,

excluding Christmas and New Year's Day, the previous Friday will be recognized as a holiday.

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 day of the holiday. Holiday hours shall be midnight to midnight.

Section 5.

All eligible employees shall receive eight (8) hours pay at their regular straight time hourly rate for holiday pay.

Section 6.

If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall be paid for the unworked holiday.

Section 7.

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

ARTICLE 13
PAID TIME OFF

Section 1.

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

Regular full-time employees shall accrue Paid Time Off (PTO) in accordance with the following provisions:

PTO shall accrue commencing on the date of hire and be credited on the first day of the month following thirty (30) days of service.

Employees with less than three (3) years of service shall accrue PTO in the amount of 196 hours per year.

Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 212 hours per year.

Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of 228 hours per year. Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 244 hours per year.

Employees with fifteen (15) but less than twenty (20) years of service shall accrue vacation in the amount of 260 hours per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of 276 hours per year.

Section 2.

Upon termination of employment of any CURRENT MEMBER of this unit due to resignation, death, retirement, dismissal or layoff, the CURRENT MEMBER shall be compensated at 50% cash value for the unused PTO up to a maximum of nine hundred sixty (960) hours (maximum payout of 480 hours at the CURRENT MEMBER's current rate of compensation) through date of termination that such employee has accrued.

Upon termination of employment of any NEW MEMBER of this unit due to resignation, death, retirement, dismissal or layoff, the NEW MEMBER shall be compensated at 50% cash value for the unused PTO up to a maximum of six hundred (600) hours (maximum payout of 300 hours at the NEW MEMBER's current rate of compensation) through date of termination that such employee has accrued.

Section 3.

Discretionary PTO time (non-documented illness) use must be scheduled in advance. Annual PTO use for purposes other than documented disability or illness is limited to twice the amount of time that can be accrued in a year. Approval of continuous period of PTO use in excess of fourteen (14) working days shall require special authorization by the Sheriff and the decision of whether to grant such continuous periods is the exclusive decision of the Sheriff or his designee.

Bargaining unit employees may bid for PTO/vacations on a classification seniority basis, as referenced in Section 1d of Article 8, beginning each January 10th and ending on each January 25th.

A. "Locked-in Vacations"

1. Employees shall list each of their PTO/vacation requests in the order of preference.
2. Each employee may be granted up to two (2) PTO/vacation periods of at least twenty-four (24) continuous work hours in length if requests are submitted during this period.

3. Employees should submit enough requests for PTO/vacations to allow for their request being bumped because of the employee's position on the seniority list.
4. Employees will be allowed to see the vacation calendar to determine if their requests for "lock-in" vacations were granted.
5. If the minimum standards listed in Paragraph E below are met, the PTO/vacation request shall be granted.

B. "Reserved PTO/Vacations"

1. After each January 25th, employees may request two "reserved" PTO/vacation times on a first come, first served basis.
2. Requests for "reserved" PTO/vacations must be for a period of at least twenty-four (24) continuous work hours in length.
3. Any PTO/vacation requests will be considered reserved if conditions specified in B.1 & B.2 are met and if applied for at least thirty (30) calendar days prior to the dates of the requested PTO/vacation.

C. "Short Notice PTO/Vacations"

1. Any other PTO/vacation request of any duration must be requested at least forty-eight (48) hours prior to the date desired.
2. These short notice requests may or may not be granted depending on available staffing, locked-in and reserved PTO/vacations, and accumulated compensatory days already granted.

D. "Emergency and Non-emergency PTO/Vacations"

1. Requests for PTO/vacation time may be made with less than forty-eight (48) hours' notice for bona fide emergencies. Efforts will be made to accommodate these bona fide emergency requests.
2. Requests for PTO/vacation with less than forty-eight (48) hours' notice will be granted on a discretionary basis. Denial of leave under this clause is not subject to the grievance process.

E. Minimum personnel considerations for approval of PTO/vacation by division shall be as follows:

1. Sergeants will be permitted to have a minimum of two (2) persons per division on PTO at a time.

F. Voluntary Transfers

1. Any employee requesting or accepting a transfer to another position after PTO/vacations have been approved may not be able to take a lock-in PTO/vacation granted under the employee's previous assignment.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

In the event an employee is called back to work from Vacation, s/he shall be compensated as follows:

- 1.) If the employee is required to terminate his vacation by the Employer, he shall be credited with such time beginning with the day notification is received by the employee.
- 2.) By paying s/he time and one-half (1 1/2) his regular pay for hours worked during the scheduled PTO period.

Section 9.

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 not accrue during absence due to Workers Compensation or Paid Disability Leave after the first 90 calendar days of a worker's compensation or disability leave.

Section 10.

Employees shall be permitted to schedule their PTO in conjunction with their pass day.

Section 11.

PTO Time will be used by the hour.

Section 12.

Union members may donate earned PTO hours on an individual basis for eligible medical reasons to a fellow Sergeant's unit member to supplement workers compensation or disability with the understanding the recipient and donor members accept all tax liability and the donors must give two weeks' notice of donation to the payroll department, donations must be in 10-hour increments and the donors bank cannot fall below 80 hours. In addition, employees will not be eligible to draw out of the County PTO bank.

Section 13.

PTO compensation will be used in computing Final Average Compensation (FAC).

ARTICLE 14
DISABILITY LEAVE

Coverage. A non-probationary regular full-time employee who is unable to work for reasons due to injury, illness or mental illness of a non-work-related nature is eligible to apply for disability leave the first day of the month following the completion of thirty (30) days of service. Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy # 341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14-calendar day period, if such PTO time is available. Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty [40] hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority,

whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

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

If a subsequent disability occurs, solely resulting from the same illness, injury, or mental illness, 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, injury, or mental illness.

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 or length of seniority) 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.

Eligibility. Under no circumstances will an employee be eligible for benefits described above except by County approved medical or mental disability. Requests are submitted and processed through the Controller's Office. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and for mental illness the attending psychiatrist's or psychologist's certificate of disability 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, psychiatrist, or psychologist of its choice whenever it deems necessary, which will be paid for by the County.

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

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

Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority, psychiatrist or psychologist and can be accommodated by the County or when the treating physician's, psychiatrist's or psychologist'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.

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

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

ARTICLE 15 LONGEVITY

Section 1.

CURRENT MEMBERS of this unit (those employed in this unit prior to January 24, 2006) who have completed six (6) or more years of continuous service as of December 1st of each year, shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service as of December 1st of each year. Regular full time CURRENT MEMBERS of this unit shall receive seventy dollars (\$70) for each full year of continuous service. NEW MEMBERS of this unit (those employed in this unit on or after January 24, 2006) are not eligible for nor shall they receive longevity pay, unless they were receiving longevity pay pursuant to their former collective bargaining agreement with Saginaw County, in which case NEW MEMBERS shall receive longevity pay as if they were CURRENT MEMBERS.

An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1st of the payment year, shall receive pro rata longevity pay for the year. An employee who is laid off subsequent to September 1st of the payment year, who would otherwise have been eligible for longevity pay on December 1st, shall receive pro rata longevity for the year.

ARTICLE 16 INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to September 18, 2007; and NEW EMPLOYEES are defined as bargaining unit members who are hired after September 18, 2007.

Section 1. Health Insurance.

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

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

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

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

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

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

In respect to the insurance coverage designated in Sections 1 and 7 of this Article, it is agreed that employees shall pay zero percent (0%) of the premium cost of the high deductible health plan, unless the cost of the high deductible plan exceeds the "hard cap" limitations as established in PA 152, as amended (See Section 17). However, the County will "opt-out" of PA 152 during this contract. The County will employ the "hard cap" methodology in calculating the employee's monthly premium share of each plan year cost.

The County will apply additional contribution up to \$827,400 each year to reduce the employee share above the "hard cap" calculation. The County will also contribute \$442,800 in American Rescue Plan Act of 2021 funding to cover the cost of any eligible COVID-19 related medical claims incurred in 2021 against the 2022 plan year rates.

In addition to the annual contribution up to \$827,400, the County will contribute \$500 to each eligible employee's health savings account (HSA) on or about January 1 or each subsequent year.

For each employee age 65 years and older, who are Medicare eligible and as such ineligible for pre-tax contribution to a Health Savings Account, will receive \$500 annually in lieu of the \$500.00 Health Savings Account contribution. The EMPLOYER will reimburse for any FICA taxes that may be due and owing on the \$500.00 Health Savings Account payment.

For the 2023 plan year: The County will make a one-time contribution of up to Two Million Dollars (\$2,000,000) into the healthcare fund to reduce employee premium shares for medical insurance and up to an additional Six Hundred Twelve Thousand Dollars (\$612,000) in ARPA funding, which represents actual COVID related medical expenses incurred in the calendar year of 2022.

Monthly employee premium shares are established for 2023 as follows:

Single:	\$30.00
2-Person:	\$150.00
Family:	\$110.00

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

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

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

Section 3. Coverage Relative to Work Related Injuries or Death.

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

Section 4. Continuation of Health Care Coverage Upon Retirement for Current Employees only.

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

- a) An employee hired before January 1, 1999, retiring from Saginaw County employment and his/her spouse at the time of retirement, will be eligible to continue with the group health insurance option in which they are enrolled, provided proper application is made prior to retirement and the employee is a member of the Plan on the date of retirement.
- b) An employee hired on or after January 1, 1999, upon retiring from Saginaw County employment, will be eligible for single health care coverage (employee only).
 - 1. Employees hired before October 1, 2001, may purchase insurance for non-covered eligible dependents at group rates, at their option.
 - 2. Employees hired after October 1, 2001 may not purchase insurance for non-covered dependents, except as permitted under COBRA.
- c) New Members hired after September 18, 2007, retiring from Saginaw County are not eligible for retiree health insurance.

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

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

TABLE A

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

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

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

Section 5. Medicare Continuation.

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

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

Medicare. The health care option in which the person is enrolled at the time of retirement is the option that the retiree remains covered under until conversion to Medicare.

Section 6. Health Care Savings Program (HCSP) for NEW EMPLOYEES [hired after September 18, 2007].

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

The Employer will contribute one percent (1%) of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute five percent (5%) of their salary.

Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Section 7. Dental Insurance.

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

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

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

Percentage:

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

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

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

Orthodontic Services – 50% (braces)

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

Section 8. Optical Insurance.

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

Section 9. Life Insurance.

The Employer shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00) Accidental Death and Dismemberment insurance effective the first (1st) day of the month following thirty (30) days of completed full-time service. The employee's Life Insurance benefit amount will automatically reduce upon the employee's attainment of age 65 but less than age 70 to 92% and age 70 and over to 90%. Employees who retire on or after January 1, 1999 will be insured for Four Thousand and 00/100 Dollars (\$4,000.00) group term life.

Section 10. Liability Insurance.

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

Section 11. Dual Coverage.

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

Section 12. Continuation of Insurance.

Insurances shall continue in force at County expense as follows:

Health, Dental, Vision, and Life Insurance:

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

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

Separation:

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

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

Section 13. Option To Health Insurance Coverage.

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

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

Section 14. Wellness Activity Reimbursement.

The EMPLOYER shall provide wellness reimbursement to qualified employees

pursuant to County Policy 353, as amended November 22, 2022, up to the amount of \$200 per calendar year.

Section 15. Participation in Union/Management Health Insurance Committee.

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

Section 16. Ability to Change Insurance Providers.

The Employer may select or change the insurance carrier of the plans in this Article at its discretion after first informing the UNION of such options provided, however comparable benefits to those set forth in this Article shall be maintained.

Section 17. Compliance with Laws.

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

ARTICLE 17
LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in the working force due to a decrease of work or limitation in funds. Such layoffs shall not be arbitrary or capricious. When there is such a reduction in the work force, the following procedure shall be followed:

Probationary employees (first twelve (12) months of employment in this Union, unless extended by mutual agreement) will be laid off first, provided the employees with seniority retained can perform the available work. Layoff shall be by classification with the least time in grade employee laid off first. Employees subject to lay off shall be provided an opportunity to bump into Unit I provided he/she has more Departmental seniority.

Section 2.

Seniority employees will be laid off according to time in grade seniority provided the employees retained are able to perform the available work. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

- a.) When the work force is to be increased after a layoff, the employees will be recalled in reverse order of layoff, provided the employees recalled are able to perform the available work.
- b.) Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
- c.) Employees will be granted up to two (2) weeks to return to work upon request.

Section 3.

Any union positions which are supported in any portion by grants, cost-sharing, reimbursements, or any other source of outside funding, are only approved contingent upon the Employer receiving the budgeted revenues. In the event outside funding is not received, or the Employer is notified that it will not be received, then said positions shall be considered unfunded positions and shall be laid off by seniority.

Section 4. Furlough.

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

Furlough shall be by department and by classification.

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

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

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

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

If any furloughs occur, then nobody outside of the bargaining unit can be used as a Sergeant until the people who are furloughed are recalled.

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

ARTICLE 18 GENERAL

Section 1. Joint Safety Committee.

The parties to this Agreement shall establish a joint safety committee consisting of three (3) representatives of the Union, two (2) representatives of the Sheriff, and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee. The written safety code shall contain the following safety regulations to take immediate effect upon ratification of this Agreement.

a.) Equipment.

Proper equipment such as helmets, nightsticks, flashlights, first aid kits, chemical repellent, flares, raincoats, shotguns, and ammunition, shall be made available to all employees on duty any normal eight (8) hour tour of duty.

Section 2. Equipment and Clothing.

The Employer shall furnish employees all necessary equipment and articles of clothing required by the Sheriff in the performance of their duties. The Sheriff shall keep same in safe operating condition and good repair.

Section 3. Accessories.

The Employer shall furnish all certified officers, all necessary equipment such as patches, bars, stripes, and name tags and replace such items as necessary based on normal wear. Equipment lost by the employee shall be replaced by the employee.

Section 4. Service Records.

The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall upon request in the presence of the Employer have access to his/her personnel file consistent with P.A. 397.

Section 5. Range and Ammunition.

The Employer shall make a firing range and ammunition available to the employees for target shooting and the employees shall qualify with their service handgun a minimum of twice (2) yearly. Failure to qualify with the service handgun may be grounds for disciplinary action.

Section 6. Union Representatives.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 7. Training Expenses.

The Employer shall pay the tuition, expenses, and provide proper transportation for schools or courses attended at the direction of the Employer. Employees will receive mileage and meal reimbursement at the current County rate if the class is held outside of Saginaw County and if transportation is not otherwise available.

Section 8. Mileage.

Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage allowance at a rate the same as the Internal Revenue Service rate for that period.

Section 9. Vehicles.

If a vehicle should be regarded as defective, an employee should immediately inform his/her immediate supervisor. If the supervisor determines the car to be defective, he/she shall cause the vehicle to be removed from service until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 10. Injury on the Job.

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for time lost from scheduled work for the remainder of the day.

Section 11. Accidents.

Any employee involved in any accident shall immediately report said accident and/or any physical injury sustained, to his/her immediate supervisor prior to termination of his/her duty shift in which his/her injury occurred.

Section 12. Bulletin Board.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the steward of the Local Union. The Union will promptly remove from such Union bulletin boards upon the written request of the Employer any material which is detrimental to the Union - Employer relationship.

Section 13. Schools and Training.

The Employer will post a list of schools and training courses which it makes available to department personnel and will offer such schooling and training to a predetermined number of those employees of the bargaining unit who request, in writing, their desire to attend. Seniority shall be considered in the selection of employees who attend such schooling or training. The decision of the Employer in his/her selection shall not be arbitrary or capricious.

Section 14. Higher Classification/Special Pay.

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

Section 15. Rest Period.

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in situations of manpower shortages or emergencies.

Section 16. Outside Employment.

The Sheriff must be notified of any paid outside employment engaged in by the employee. All paid outside employment must be approved by the Sheriff prior to initiation of any outside work, which shall not exceed twenty (20) hours per week, and renewal of that approval must be requested by the employee, and approved by the Sheriff, by each January 15th of every subsequent year. Additionally, the Sheriff may revoke approval at any time, at his sole discretion, which shall not be arbitrary or capricious. Employees found employed at another job without informing the Sheriff and receiving permission may be disciplined.

Section 17. Bonding.

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

Section 18. New Classification Pay.

When the Employer assigns rates of pay to new classifications or adds new work assignments to present classifications, the Union may challenge such rates through the Grievance Procedure.

Section 19. Call In Pay.

An employee called in for duty for other than his/her regular eight (8) hour shift, shall receive a minimum of two (2) hours call in time for which he/she shall be paid at time and one-half (1 1/2) inclusive of court appearances, except that if the court time is scheduled within one hour of the start of his/her regular shift it shall be viewed as a continuation of the shift and hours worked shall be treated accordingly.

Section 20. Overtime Assignments.

Overtime assignments shall be made among employees engaged in similar work as far as practicable on a rotating basis while still maintaining efficiency of operation. In the event the Employer fills a vacancy in a bargaining unit position or there are additional work opportunities in a bargaining unit position that result in overtime, they shall first be offered to bargaining unit members before being offered or assigned to employees outside of the bargaining unit.

The term, "vacancy," as referred to in Section 20, is defined as the condition that results when a position is not occupied by an incumbent due to any of the following:

- a. the position is a newly created position; or
- b. the most recent incumbent quit, was discharged, promoted, retired, died, or otherwise permanently vacated the position.

In the event of a vacancy, the Employer shall have the right to assign an individual, from within or outside the bargaining unit, the non-essential duties of the position for up to two (2) weeks from the commencement of the vacancy, after which the Employer shall do one of the following:

- a. permanently fill the position;
- b. temporarily assign the position to a qualified sergeant;
- c. offer overtime assignment(s) to sergeant(s) directly resulting from the vacancy in a manner consistent with relevant provisions of the Collective Bargaining Agreement and/or past practice.

The term, "vacancy" shall not include a condition whereby the position is filled, but the incumbent is temporarily not working. These circumstances include, but are not limited to: PTO, FMLA and other temporary leaves of absence (e.g. funeral leave). Long term temporary absences, including but not limited to disability (as provided in Article 14 of the Collective Bargaining Agreement) and FMLA, shall not constitute a "vacancy" but shall be discussed by the parties in good faith to determine a fair and equitable manner in which to fill the position that is consistent with past practice, in recognition of bargaining unit work and in consideration of management's right and obligation to provide services in an efficient and cost effective manner.

Temporary absences and "additional work opportunities," as described in above paragraph herein and which by definition do not constitute a "vacancy," shall be filled by the Employer in a manner consistent with past practice.

Section 21. Locker Facilities.

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Whenever possible, the Sheriff or his designee will not open lockers for inspection. The Employer and employees understand that an expectation of privacy does not accompany provision of a locker. Further, all employees who utilize employer's lockers shall not hold the Employer responsible for any of the employee's personal belongings which the employee may choose to place in a locker.

Section 22. Gender Clause.

Expressions of gender are for convenience and if used should be viewed as representing both male and female.

Section 23. Notification of Absence.

Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify the on-duty sergeant one (1) hour prior to the beginning of that duty shift whenever possible. The Employer may request a written explanation as to why the employee did not meet the one (1) hour time limit.

ARTICLE 19 CLOTHING ALLOWANCE

Section 1.

A clothing allowance in the amount of \$600.00 per year shall be paid to all employees required to wear civilian clothing. Payment shall be made on or about June 15 and December 15 of each calendar year. If an employee goes on a leave of absence during the year or is no longer required to wear civilian clothes, the Employer shall prorate the allowance on the basis of the amount of time worked or the amount of time employee

is required to wear civilian clothes during such reimbursement period. The rate of compensation on a monthly basis will be \$50.00 per month.

Section 2.

The cleaning of uniforms issued by the Employer shall be the responsibility of the Employer. Employees required to wear civilian clothes shall be entitled to an equivalent value of cleaning services.

ARTICLE 20
WORK RELATED ACCOMMODATIONS

Section 1. Accommodations.

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

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

- a.) Be located in the department where the employee is normally assigned;
- b.) Be within the bargaining unit where the employee is normally assigned;
- c.) Consist of duties which the employee normally performs;
- d.) Take place during shifts which the employee normally works;

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

Placement and performance in other work duties will not entitle the employee to additional pay beyond the compensation as allowed in Section 2 of this Article. It is understood that the purpose of placement into other work duties is not to provide for additional compensation, but rather, encourage all employees to return to work as soon as possible.

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

The Command Officers Association of Michigan, hereby agrees that individuals who may not be employees of the Saginaw County Sheriff Department, or members of their bargaining unit, may be assigned to other work duties within their departments. Further, the Union agrees and understands that these assignments shall not be permanent assignments.

ARTICLE 21
PENSION

Effective January 1, 2000, the retirement program shall be as follows:

1. Michigan Municipal Employees Retirement system plan B-4 (2.50% of members final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of members' final average compensation.
2. FAC 5 - Final average compensation is computed on the highest 60 consecutive months of earning, divided by 5.
3. 25-out (Standard retirement requires 25 years of service with no minimum age requirement).
4. F55/15.
5. Employees shall be vested (entitled to applicable pension benefits) after six years of credited service with pension payable at age 60.

All new hires after 9/1/94 that become members of the unit will become members of the Saginaw County Defined Contribution Plan (DC Plan), formerly administered by the International City/County Management Association. The County reserves the right to change administrators if it appears that it is the best interest of plan members. All individuals promoted into the unit from Saginaw County employment who are covered by the DC Plan shall continue with that plan.

The DC Plan provides for the following benefits:

For CURRENT MEMBERS (those employed in this unit prior to January 24, 2006)

Employer Contribution	Employee Contribution	Total
9%	3%	12%

For NEW MEMBERS (those employed in this unit on or after January 24, 2006)

Employer Contribution	Employee Contribution	Total
6%	6%	12%

If NEW MEMBERS join this unit having the same employer/employee contributions as those provided for CURRENT MEMBERS herein, pursuant to their former collective bargaining agreement with Saginaw County, those NEW MEMBERS shall be entitled to the employer/employee contributions as if they were CURRENT MEMBERS.

The employee may select one (1) of the above contribution rates for plans for which he/she qualifies initially upon being hired. Under the DC Plan, the employee will be provided with maximum portability of both the employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings on the employee contributions and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained By Employee</u>
Up to and including 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 71 months	75%
72 months plus	100%

Employees can select from the investment options provided by the DC Plan administrator to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employers and the employee funds. The County shall be responsible for coordinating the DC Plan with the Plan administrator.

ARTICLE 22
MAINTENANCE OF STANDARDS

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

ARTICLE 23
WAIVER CLAUSE

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

ARTICLE 24
FUNERAL LEAVE

In the event of a death in the employee's close or immediate family, specifically, the following relationships: mother, father, sister, brother, spouse, child, step-child, legal guardian, parent-in-law, grandparents, grandchildren, current step-parents, and brother or sister of spouse, the employee shall be granted thirty (30) hours additional Paid Time Off (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. The Sheriff will make every effort to grant PTO days, when requested, for purposes of bereavement, and such permission shall not be unreasonably withheld. Any employee promoted after the effective date of this contract (December 15, 2020) will follow County Policy #362 – Bereavement Leave, revised November 20, 2018.

ARTICLE 25
SAVINGS CLAUSE

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

ARTICLE 26
WAGES

Current rates in effect for Sergeants, as of the effective date of this contract, are attached as Exhibit "A".

Consideration of Wages in Fiscal Years 2023, 2024 and 2025

A shift differential of \$0.35 will be paid for actual hours worked by members of the bargaining unit whose shift begins on or after 1745 and ends at or before 0545. This premium does not include overtime shifts or overtime details.

Corrections Sergeants and Law Enforcement Sergeants:

2% wage increase for each of the three years of the contract effective October 1. In addition, the wage increase will be retroactive to the date of the expiration of the prior contract.

Market Value Adjustment:

The Law Enforcement Sergeants only will also receive a 2% increase in year one of the contract and at Step 3 of the pay scale, which represents an individual classification market value adjustment and not an across-the-board wage increase.

ARTICLE 27 TERMINATION OF AGREEMENT

Section 1.

This Agreement shall become effective as of the date of ratification by both the Union and the Employer. The Agreement shall be in full force and effect to and including September 30, 2025 and from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) calendar days prior to date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, as least sixty (60) calendar days prior to September 30, 2025 or any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement.

ARTICLE 28 DRUG TESTING, PSYCHOLOGICAL TESTING

Section 1. DRUG TESTING

A. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of reasonable employee drug testing programs.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to

assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a law enforcement employees physical and mental health and, thus, job performance.

Where law enforcement employees participate in all forms of substance abuse and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees commencing July 1, 1995.

B. DEFINITIONS

1. Law Enforcement Employee - All members of the Saginaw County Sheriff Department who are employed by the County of Saginaw under the direction of the Sheriff.
2. Supervisor - Those officials assigned to a position having a day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work unit.
3. Drug Test - The compulsory or voluntary production and submission of urine or blood, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
4. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using illegal drugs while on or off duty.
5. Probable Cause - That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty in such a manner as to impair his or her ability to perform their required duties.
6. Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement employee.
7. MRO - Medical Review Officer - The Medical Review Officer is a physician

knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.

8. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the Sheriff, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.
9. Explainable Positive Result - A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.
10. False Positive Result - A positive finding in a urine specimen that did not contain that drug.

C. PROCEDURES/RULES

The following rules shall apply to all employees, while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
 1. Note from the prescribing doctor.
 2. Copy of the prescription.
 3. Show the bottle label to his immediate supervisor.

The employee shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.

- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) calendar days.
3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any employee who unintentionally ingests, or is made to ingest, a controlled

substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

5. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. The employee may be immediately relieved of duty and reassigned pending a departmental investigation at the discretion of the Sheriff or his/her designee, when one of the following occurs:
 - a. A refusal to participate.
 - b. Probable cause.
 - c. The Medical Review Officer determines that an employee's drug test was positive.

During the reassignment period, the employee will receive his/her regular pay and shall make themselves available for consultation.

7. Applicant Drug Testing

- a. Applicants for a position with the Department shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
- b. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 1. Refusal to submit to a required drug test, or
 2. A confirmed positive drug test indicating drug use prohibited by this order.

8. Probationary Employee Drug Testing

All probationary employees shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency to be determined by the Sheriff or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Sheriff when he/she determine that factors beyond the control of the employee were unresolved.

9. Employee Drug Testing

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

- a. A supervisor may order an employee to take a drug test upon documented probable cause that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
 - b. Upon reasonable suspicion the Sheriff or his designee may request, through an authorized representative of the employee's labor association, that an employee submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in subsection d. of this section. Any employee voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any employee who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
 - c. A drug test will be administered as part of any promotional physical examination required by this department.
 - d. All employees shall be uniformly tested during any unannounced, periodic testing required by the department. Periodic testing for all employees will not exceed twice in a calendar year except for those employees assigned to the narcotics unit.
1. The Sheriff or his designee shall determine the frequency and timing of such tests.
 2. The president of the labor association, or his designee, will receive a list of the employees that have been required to take a drug test after all employees in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.
- e. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an employee leaves the unit. The employees of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Employees in narcotics may be required to submit to more than 2 tests in any calendar year.

D. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Saginaw County Sheriff Department Rules and Regulations, and may include discharge from the Sheriff Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

E. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each employee to be tested before the employee enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the M.R.O. may determine whether the test result is an explainable positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substances.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four hours to give a sample. During that time the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked, and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the laboratory in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive initial and confirmatory test by the Medical

Review Officer. All groups of negative samples may be destroyed after seven (7) calendar days.

7. All specimen samples shall be sealed, labeled, initialed by the Deputy and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secure and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

F. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. Initial screening test.
 - b. Confirmation test - if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines, and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Type of drug or metabolite, initial test and confirmation test levels shall be as provided in 49 CFR Part 40.87 (attached).
6. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.

7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Employee's having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. Chain of Custody - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

H. Drug Test Results

1. All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.

I. Substance Abuse Rehabilitation Program

Employees may participate in a substance abuse rehabilitation program; however, participation shall not prohibit drug testing under this policy or enforcement of this policy.

Section 2. Psychological Testing

It is acknowledged that law enforcement work is stressful and at certain times very emotional. Personnel are required at all times to exhibit keen minds that are stable, focused and in control. Consequently, there could be times that an employee could under the abnormal stress of the job suffer from irrational or unstable behavior. Therefore, the parties to this policy agree to abide by these provisions designed to protect the health and welfare of the employee, as well as safeguard the department from allegations of inappropriate behavior by an employee.

The testing of employees may occur in the event of the following:

1. Any on or off duty officer involved shooting incident.
2. Any on or off duty officer involved accidents resulting in serious or fatal injuries.
3. After any incident in which an officer has been exposed to undue trauma or stressful assignments.
4. At the request of the Sheriff when probable cause exists that an employee has or is exhibiting abnormal behavior that maybe caused by unusual stress, mental illness, or other medical related problems.

Testing of the employee will be discussed with the employee prior to the test to ascertain information that may warrant a reconsideration of the test.

Testing will consist of two phases in most instances unless testing is specifically needed in test areas and is requested by a physician.

1. Emotional Stability - Testing to determine the mental health and state of the employee.
2. Personality Factor Analysis - Testing to determine an individual fitness to act in the Law Enforcement Profession.

Testing will be done at the Expense of the County and by the Physician or agency chosen by the County. An employee retains the right to a second opinion by a physician of his/her choice at the employee's expense. In the event that the second physician disagrees with the first physician, a third physician selected by the Saginaw County Medical Society will be retained and the fees for same will be split between the parties.

Test results will be kept confidential and will be kept by the attending Physician. The results may be used to place an employee on medical leave pending further testing or treatment. Employees shall be given copies of any and all reports, evaluations, test results and any other document(s) provided to the Employer by the testing agency, upon being received by the Employer.

An employee determined unable to serve as result of this testing will be placed on the disability program.

ARTICLE 29 RESIDENCY

Section 1.


There shall be no residency requirement for members of this collective bargaining

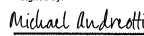
unit, however, it is agreed by all parties that it is each employee's responsibility to ensure their ability to report to work at assigned times.

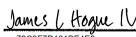
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


COUNTY:
Saginaw County Board of Commissioners
Saginaw County Sheriff Department

UNION:
Command Officers Association of
Michigan

DocuSigned by:

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Christopher S. Boyd - Chair
Board of Commissioners

Signed by:

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Michael Andreotti - President

Signed by:

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Jim Hogue - Vice President

DocuSigned by:

678492C94920425
William L. Federspiel – Sheriff

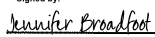
DocuSigned by:

7C0B8CA0B3C2412
Steve Sellers – Business Agent

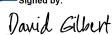
APPROVED AS TO SUBSTANCE:

DocuSigned by:

E52F14481D57488
Mary Catherine Hannah
County Administrator

Signed by:

8A610F47A8B478
Jennifer Broadfoot - Personnel Director

APPROVED AS TO LEGAL FORM:

Signed by:

AD9F5BEEA6A47B
David Gilbert – Civil Counsel
Gilbert & Smith, P.C.



Saginaw County, MI

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ YEAR	DAYS/ YEAR	USE PCT
10/02/2022	2100 COAM	SERGE S20	SERGEANTS (312)	A ANNUAL	B BIWEEKLY	11	26.0000	12.00	80.00	7.00	2184.00	182.00	N
Change was made by 2.0000% -Step 3 Market adj													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	32.6390	373.0174	2,611.12	67,889.16
02	0.0000	33.9523	388.0259	2,716.18	70,620.72
03	0.0000	36.6731	419.1212	2,933.85	76,280.05

** END OF REPORT - Generated by Gladys Strobel **

Exhibit "A"

Saginaw County, MI



SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
10/01/2022	2200 COAM	SERGE S21	JAIL SERGEANT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	31.9990	255.9920	2,559.92	66,557.92
02	0.0000	33.2864	266.2910	2,662.91	69,235.66
03	0.0000	35.2489	281.9910	2,819.91	73,317.66

** END OF REPORT - Generated by Gladys Strobel **

Exhibit "A"

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

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 who are currently eligible to receive health insurance benefits from Saginaw County and retirees under the age of 65 years old 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 Participation or membership/subscription in groups such as weight watchers, fitness facilities/gym's, live and/or on demand classes such as Peloton/Mirror, mental health mobile applications such as Headspace/Moodfit, yoga/meditation studios, or entry fees for wellness activities such as organized walking/running events. Sporting leagues for entertainment such as bowling, golf or softball leagues etc. are not included. The Controller's office shall have final say on what constitutes an eligible program, facility, or activity.
 - 5.2 **Eligible Employees.** Employees or retirees under the age of 65 years old 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 under the age of 65 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 \$200 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 mental and/or physical 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, activity, mental health application, belong to a fitness facility, or be registered in an organized wellness event 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 The cost of participation and fitness equipment used in a program, activity, or facility may be reimbursed. 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 on or before December 15 of each year using the appropriate County form and attaching proper documentation and verification. If December 15 falls on a weekend all paperwork must be received by the Controller's office by 5PM on the business day prior; paperwork received via interoffice mail after December 15 will not be accepted. 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 an original confirmation of payment (i.e. an emailed proof of purchase with detailed information), signed letter from the facility on its letterhead containing detailed membership information, or an original, itemized receipt from the program or facility for the period in which reimbursement is sought. The name of the eligible employee or retiree must be printed on the documentation and include the date payments were made and the cost of fees to belong to or attend wellness activities. If the eligible employee or retiree has a family membership, each member who is covered must be listed; particularly the name of the eligible employee. Bank statements, undetailed receipts, and altered documents are not deemed proper documentation. Submitting documentation of this kind will result in a denial. The Controller's Office reserves the right to contact the programs, facilities and activities for which employees belong to confirm membership and status.

Examples of unacceptable documentation include, but are not limited to, the following: documentation containing whiteout or censored information; bank statements; billing statements, agreements; contracts; invoices; handwritten notes; receipts/letters that do not contain (1) itemized details, (2) the name of the person the membership will cover or who will use the services, (3) purchase dates, or (4) the amount of money paid; etc.

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; November 22, 2022



Saginaw County, G-1174

Benefit Description	\$1,500 Deductible HSA Plan	
	In-Network	Out-of-Network
Benefit Year	January 1 through December 31	
Comprehensive Medical Benefit		
Deductible per Benefit Year	\$1,500/person \$3,000/family	\$3,000/person \$6,000/family
General Benefit Percentage	100% after deductible (0% coinsurance)	80% after deductible (20% coinsurance)
Total Maximum Out-of-Pocket per Benefit Year (Includes Deductible, Coinsurance, Medical Co-payments, and Prescription Drug Co-payments)	\$2,250/person \$4,500/family	\$4,500/person \$9,000/family
<p>Special Notes about the Comprehensive Medical Benefit:</p> <p>1. The family deductible must be met in full, either by one covered family member or by any combination of covered family members, before the Plan will begin paying benefits for any individual in a family. Additionally, the family Total Maximum Out-of-Pocket must be met in full, either by one covered family member or by any combination of covered family members, before the Plan's benefits will increase to 100% for all covered persons in the family for the applicable benefit tier. Medical and prescription drug co-payments will no longer be charged for the remainder of the Benefit Year after the applicable In-Network Total Maximum Out-of-Pocket is satisfied.</p> <p>2. The Total Maximum Out-of-Pocket amounts do not include medical- and prescription drug-related expenses that constitute a penalty for noncompliance, exceed the usual and customary charge, exceed limits of the Plan, or are otherwise excluded. Amounts applied toward the deductible or Total Maximum Out-of-Pocket for in-network services will also accrue toward the deductible or Total Maximum Out-of-Pocket for out-of-network services, and vice versa. In no event shall the deductible or Total Maximum Out-of-Pocket for all in-network and out-of-network services combined exceed the out-of-network amounts shown above.</p>		
Outpatient Physician Services (Includes Office Visits, Urgent Care Center Visits, Telemedicine E-Visits, and Second Surgical Opinions) Physician's Fee for an Examination	100% after deductible	80% after deductible
All Other Charges Billed in Connection with the Examination	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered
Routine Preventive Care		
Physician's Fee for an Examination Routine X-Rays and Lab Tests Flu Shots and Other Routine Immunizations Colonoscopies and Other Routine Services	100%; deductible waived	Not covered
FDA-Approved Contraceptive Methods Procedures for Women with Reproductive Capacity	100%; deductible waived	100%; deductible waived
Sterilization Procedures for Women with Reproductive Capacity and Mammograms	100%; deductible waived	80% after deductible
<p>Special Notes about Routine Preventive Care:</p> <p>1. Coinsurance or an office visit co-payment may be imposed on preventive care services if either the visit is billed separately from the preventive care service or the services are provided during an office visit whose primary purpose is not preventive care (and the services are not billed separately).</p> <p>2. The Routine Preventive Care Benefit will provide coverage (including coverage for services or items billed by an Out-of-Network Provider to the limited extent required by Health Care Reform) for certain evidence-based items (with A or B ratings) in the recommendations of the United States Preventive Services Task Force; routine immunizations, including those immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (see preventive care summary on the Claim Administrator's Website for a list of these immunizations); evidence-based preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and additional women's preventive care and screenings in comprehensive guidelines supported by the HRSA.</p>		
Routine Immunizations Administered in a Pharmacy or at the Department of Community Health (Includes Injection Fee Charges)	100%; deductible waived	100%; deductible waived
<p>Special Note about the Routine Immunizations Benefit: The covered person may have to initially pay for these charges in full and then submit the expense directly to the Claim Administrator for reimbursement.</p>		
Emergency Room Treatment		
Physician's Fee for an Examination in the Emergency Room All Other Charges Billed by the Hospital, Physician, or Any Other Provider in Connection with the Emergency Room Visit	100% after deductible 100% after deductible	Paid as in-network Paid as in-network
<p>Special Note about the Emergency Room Treatment Benefit: The Plan does not require certification for emergency services.</p>		
Ambulance Transportation (Ground or Air)	100% after deductible	Paid as in-network

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Benefit Description	\$1,500 Deductible HSA Plan	
	In-Network	Out-of-Network
Certification Requirement	Certification is required for all inpatient hospital admissions, observational stays at the hospital, select surgical procedures, and	
Inpatient Hospital Services Room and Board, Surgical Services, and Ancillary Services	100% after deductible	80% after deductible
Inpatient Physician Services Hospital Visits, Surgical Procedures, and Anesthesiology	100% after deductible	80% after deductible
Obstetrical Care Delivery and Postnatal Care Prenatal Care Visits	100% after deductible 100%; deductible waived	80% after deductible 80% after deductible
<p>Special Notes about Obstetrical Care:</p> <p>1. If prenatal care, delivery, and postnatal care services are consolidated for billing purposes (i.e., one charge is billed for all services), the claim will initially be paid like a surgical charge. The provider will need to resubmit the claim with separate charges for prenatal care, delivery, and postnatal care services that are not consolidated for billing purposes will be paid as stated above.</p> <p>2. Obstetrical care may also include tests and services described elsewhere in this summary. Such charges will be paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered.</p>		
Transplant Services Bone Marrow, Kidney, Cornea, and Skin Transplant Services Other Organ Transplant Services	100% after deductible 100% after deductible	80% after deductible Paid as in-network
<p>Special Note about the Transplant Services Benefit: For the purposes of this benefit, the term "Transplant Services" as used above includes charges for any transplant-related pre-operative office visits, the hospital's facility fee, the surgical procedure (including, but not limited to, the surgeon's fee, the assistant surgeon's fee, the anesthesiologist's fee, and charges for medical supplies), all transplant-related laboratory charges or X-rays, prescription drugs administered while the covered person was an inpatient during the transplant procedure, and any transplant-related post-operative office visits.</p>		
Obesity Treatment	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
<p>Special Note about Obesity Surgical Treatment: The Plan will cover one surgery to treat obesity per covered person in a lifetime.</p>		
Outpatient Services Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Test Services	100% after deductible	80% after deductible
Allergy Services Injections, Serum, and Testing	100% after deductible	80% after deductible
Outpatient Infusion/Injection Therapy	100% after deductible	Paid as in-network
Chiropractic Care Spinal Manipulations, Therapy Treatments, a Physician's Fee for an Initial or Periodic Evaluation, and Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) *A visit includes one or more chiropractic services rendered by one provider in a day, but does not include a visit where the only service that the covered person received was chiropractic X-rays.	100% after deductible	80% after deductible
Durable Medical Equipment, Prosthetics, and Orthotics	100% after deductible	Paid as in-network
Diabetic Supplies	100% after deductible	Paid as in-network
<p>Special Note for Diabetic Supplies: When billed with an eligible diagnosis code, charges eligible under the Diabetic supply benefit include, but are not limited to, insulin pumps and pump supplies, diabetic test strips, lancets and lancet devices, glucose monitors, and glucagon.</p>		
Outpatient Rehabilitative Services Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits Allowed per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	100% after deductible	80% after deductible
Autism Spectrum Disorder Services Outpatient Rehabilitative Services, Nutritional Counseling, and Other Medically Necessary Services (Including Mental Health Services) for Autism Spectrum Disorder Applied Behavior Analysis (ABA) Therapy	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered 100% after deductible	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered 80% after deductible

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Benefit Description	\$1,500 Deductible HSA Plan	
	In-Network	Out-of-Network
Behavioral Care (Includes Mental Health Care and Addictions Treatment) Inpatient/Partial Hospitalization Services Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office) Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service, including Telemedicine E-Visits Outpatient/Intensive Outpatient Addictions Treatment Services, including Telemedicine E-Visits	100% after deductible Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	80% after deductible Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered Paid as in-network Paid as in-network
Diagnosis or Treatment of Underlying Cause of Infertility	Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
Special Note about Infertility Coverage: The Plan does not cover infertility treatment services or prescription drugs, except to the extent a service is being provided to diagnose or treat any underlying cause(s) of infertility.		
Convalescent Care and Home Health Care	100% after deductible	Paid as in-network
Private-Duty Nursing Care	100% after deductible	Paid as in-network
Hospice	100% after deductible	Paid as in-network
Miscellaneous Plan Provisions		
Services Requiring Certification: 1. Inpatient hospital confinements and observational stays 2. Select surgical procedures (a list of surgical procedures requiring certification can be accessed by logging on to www.asrhealthbenefits.com or by calling ASR Health Benefits at 800-968-2449) 3. Durable medical equipment if the purchase price or forecasted total rental cost is \$2,500 or more 4. Home health care 5. Custom-made orthotic or prosthetic appliances if the purchase price is \$2,500 or more 6. Oncology treatment 7. Infusion or injection of select products (a list of the products can be accessed by logging on to www.asrhealthbenefits.com or by calling ASR Health Benefits at 800-968-2449)	If a covered person receives treatment from an out-of-network provider and the Plan Administrator determines that treatment was not provided by an in-network provider for one of the reasons specified below, the claim may be adjusted to yield in-network-level benefits: A. There is not access to a Qualified in-network provider located within a Reasonable Distance from the covered person's residence. B. It was not reasonable for the covered person to seek care from an in-network provider because of a medical emergency. C. A covered person either traveled to a place where he or she could not reasonably be expected to know the location of the nearest in-network provider or traveled to a place where no in-network providers are available. D. A covered person receives eligible treatment at an in-network facility and he or she had no choice over the physician that provides treatment. The term "Qualified" as used above means having the skills and equipment needed to adequately treat the covered person's condition. The term "Reasonable Distance" as used above approximates a 50-mile radius.	
As required by the No Surprises Act, if a covered person receives services in the following situations, the services will be paid at the in-network benefit level: (1) Emergency care; (2) Transportation by air ambulance; or (3) Nonemergency care at an in-network facility provided by an out-of-network physician or laboratory, unless the covered person provides informed consent. Additionally, if a covered person receives eligible treatment at an in-network facility, any charges for the following will be paid at the in-network benefit level, even if provided by an out-of-network physician or laboratory: (1) Anesthesiology, pathology, radiology, or neonatology; (2) Assistant surgeons, hospitalists, or intensivists; (3) Diagnostic services (including radiology and laboratory services); and (4) Items and services provided by an out-of-network physician or laboratory if there was no in-network physician or laboratory that could provide the item or service at the in-network facility.	Coordination with Other Coverage for Injuries Arising out of Automobile Accidents In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.	

Health Savings Account (HSA)

Individuals enrolled in the \$1,500 Deductible HSA Plan may be eligible to establish and maintain a health savings account (HSA). The terms of the HSA are governed by Section 223 of the Internal Revenue Code and the terms of the trust or custodial agreement establishing the HSA. Funds contributed to an HSA are not subject to federal income tax at the time of deposit and can be rolled over and accumulated from year to year if not spent. HSA funds can be used to purchase qualified medical expenses, for example, the cost of a doctor's office visit or a prescription drug. In 2023, you may contribute up to \$3,850 for single coverage or \$7,750 for family coverage to an HSA. Additional catch-up contributions (\$1,000) may be made if you are age 55 or older.

An individual who contributes to a HSA should not participate in a non-HDHP for the entire plan year in which the contributions are made in order to be eligible for the HSA.

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Benefit Description

**\$1,500 Deductible HSA Plan
Prescription Drug Benefit**

Prescription Drugs

Drugs Purchased Before the In-Network Medical Deductible is Satisfied

The covered person must pay the full cost of the prescription at the time of purchase. The amount paid to purchase an eligible prescription drug will apply toward the in-network medical deductible. If an eligible prescription drug is purchased at a pharmacy within the appropriate network, through the Mail Service Program, or through the specialty pharmacy the covered person may receive a discount toward the purchase price of the drug. The availability and amount of the discount will depend on the type of medication, whether the drug is brand-name or generic, and the dosage.

Drugs Purchased After the In-Network Medical Deductible is Satisfied

- **Retail Prescription Drug Co-payments (30-Day Supply)**
A covered person may fill a prescription for up to and including a 30-day supply for the co-payment amounts shown. If a prescribing physician requests more than a 30-day supply of a drug, up to a 90-day supply of a covered prescribed medication can be purchased at a participating pharmacy for the applicable Mail Service Program co-payment specified below.
- **Mail-Order Prescription Drug Co-payments (90-Day Supply)**

\$10/Rx Formulary Tier 1 drug,
\$40/Rx Formulary Tier 2 drug,
\$80/Rx Formulary Tier 3 drug

Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply

\$20/Rx Formulary Tier 1 drug,
\$110/Rx Formulary Tier 2 drug,
\$230/Rx Formulary Tier 3 drug

Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply

Drugs Purchased After the In-Network Medical Total Maximum Out-of-Pocket is Satisfied

Plan pays 100% of the purchase price; no co-payment applies

Special Notes about Prescription Drug Coverage:

1. The Plan's Pharmacy Benefits Manager (PBM) maintains lists of preferred and non-preferred generic and brand-name prescription drugs, and a drug's co-payment is determined by the drug's categorization in these lists. The term "Rx Formulary Tier 1" means a category of prescription drugs that generally includes most generic drugs and may include some low-cost brand-name drugs. The term "Rx Formulary Tier 2" means a category of prescription drugs that includes preferred brand-name drugs and may include some high-cost generic drugs. The term "Rx Formulary Tier 3" means a category of prescription drugs that generally includes all non-preferred drugs. For additional information about the coverage status and Rx Formulary Tier category of a drug, as well as any quantity/age limits or prior authorization requirements that may apply, the covered person can contact the PBM using the information shown on the health plan identification card.
2. The pharmacy will dispense generic drugs unless the prescribing physician requests "Dispense as Written" (DAW) or a generic equivalent is not available. If the covered person refuses an available generic equivalent and the prescribing physician has not requested DAW, the covered person must pay the applicable co-payment plus the difference in price between the brand-name drug and its generic equivalent.
3. Certain over-the-counter drugs will be covered under the Plan and shall be subject to the Rx Formulary Tier 1 co-payments shown above after the In-Network Medical Deductible has been met. A physician's prescription for these products is required.
4. In accordance with the requirements of Health Care Reform, the Plan provides coverage for certain preventive care medications, including, but not limited to, certain FDA-approved contraceptive agents and smoking cessation products with a prescription as well as breast cancer medications that lower the risk of cancer or slow its development, without any cost-sharing provisions such as medical deductibles or prescription drug co-payments. For more information about eligible preventive care medications, the covered person can contact the PBM using the information shown on the health plan identification card.
5. The Plan requires that specific criteria be met before certain high-cost medications are covered. The covered person must have tried a lower-cost PBM-approved equivalent medication within the past six months before the Plan will cover the more costly drug. Alternatively, an identified high-cost drug may be covered if the covered person's physician contacts the PBM and receives prior approval or authorization. If a covered person chooses to fill a prescription for one of these identified drugs without first trying a PBM-approved equivalent medication or getting prior approval from the PBM, coverage may be denied and the covered person may have to pay the full cost of the drug.
6. Special coverage terms may apply to certain Specialty Prescription Drugs included in the Navitus Specialty Access Program. As used in this benefit, the term "Specialty Prescription Drug" means a prescription drug identified on the drug list maintained by the PBM that includes drugs typically used to treat complex medical conditions. Coverage available under this benefit for Specialty Prescription Drugs may be reduced or may only be available if the covered person participates in all program requirements or if patient advocacy programs fail to provide a solution. Advocacy solutions come from a variety of sources, including manufacturer assistance programs, copay cards, and grants. Specialty Prescription Drug purchases will be limited to a 30-day supply, and prescriptions for such drugs must generally be filled through Lumericera Health Services specialty pharmacy or the drug will not be eligible for coverage under the Plan. For additional information about Specialty Prescription Drugs, including information about which drugs are currently on the PBM's Specialty Prescription Drug list and coverage terms that apply, the covered person can contact the PBM at the telephone number on the health plan identification card.
7. This benefit will cover charges (including serum and injection fee charges) for certain immunizations when administered at a pharmacy at 100% with no medical deductible or prescription drug co-payment applied. For more information about eligible immunizations, the covered person can contact the PBM using the information shown on the health plan identification card.
8. The Plan requires that a covered person purchase self-injectable medications through the Prescription Drugs benefit. For more information about self-injectable medications, the covered person can contact the PBM using the information shown on the health plan identification card.
9. Diabetic needles/syringes will be covered at 100% with no medical deductible or prescription drug co-payment applied.
10. Lifestyle Drugs are not eligible for coverage under this benefit. For the purposes of this benefit, the term "Lifestyle Drug" means weight loss medication or a drug prescribed for the treatment of sexual dysfunction or infertility.

**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%
Radlographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Major Restorative Services - crowns and inlays	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to bridges, dentures, and implants	80%	80%	80%
Major Services			
Prosthodontic Services - bridges, dentures, and implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit	Up to age 19		

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

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

Deductible - None.

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

Welcome to Michigan's largest dental benefits family!

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

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

Quality Dental Program

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

Online Access

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

A Healthy Smile

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

Questions?

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



Your Vision Benefits Summary

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

Using your VSP benefit is easy.

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

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

Best Eye Care

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

Choice in Eyewear

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

Plan Information

VSP Coverage Effective Date: 07/01/2018
VSP Provider Network: VSP Choice

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

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

1. Brands/Promotion subject to change.

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

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Benefit	Description	Copay
Your Coverage with a VSP Provider		
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 24 months 	\$10
Prescription Glasses		
Frame	<ul style="list-style-type: none"> • \$130 allowance for a wide selection of frames • \$150 allowance for featured frame brands • 20% savings on the amount over your allowance • \$70 Costco® frame allowance • Every 24 months 	Included in Prescription Glasses
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 24 months 	Included in Prescription Glasses
Lens Enhancements	<ul style="list-style-type: none"> • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 20-25% on other lens enhancements • Every 24 months 	\$0 \$95 - \$105 \$150 - \$175
Contacts (Instead of glasses)	<ul style="list-style-type: none"> • \$130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation) • Every 24 months 	Up to \$60
Diabetic Eyecare Plus Program	<ul style="list-style-type: none"> • Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details. • As needed 	\$20
Extra Savings		
	Glasses and Sunglasses <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.		