

**Agreement**

**Between**

**SAGINAW COUNTY**  
**A MUNICIPAL CORPORATION**

**and**

**SAGINAW COUNTY ANIMAL**  
**CONTROL OFFICERS ASSOCIATION**  
**REPRESENTING SAGINAW COUNTY**  
**ANIMAL CONTROL EMPLOYEES**

**October 1, 2008 to September 30, 2012**

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## AGREEMENT

This Agreement is entered into on December 15, 2009, between the County of Saginaw, a Municipal Corporation located at Saginaw, Michigan hereinafter termed the "Employer," and the Saginaw County Animal Control Officers Association, hereinafter called the "Union."

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful and economic relations between the parties;

### DEFINITIONS

1. "Employee" shall be defined as the Officers, Veterinary Technician/Assistant, and Receptionist/Dispatcher/Secretary of Saginaw County.
2. "County" shall be defined as the elected and/or appointed representatives of the County of Saginaw, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Act 379 of the Public Acts of 1965 as amended.
3. "Regular Full-time Employee" is any employee who works seventy-two (72) hours or more in a biweekly pay period on a regular basis, however, Article 16, Section 1(b) shall apply.
4. "Working Days" shall be defined as Monday through Friday unless otherwise specified.

### ARTICLE 1

#### RECOGNITION: AGENCY SHOP AND DUES

Section 1. RECOGNITION: (a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Article 15.

(b) The Employer agrees to not direct or require its employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, except as provided in (c) below.

(c) The Employer shall have the right to use nonunion employees to perform janitorial work, care of grounds, animals and building, and taking animal census. Nonunion employees shall not replace animal control officers or be used to deprive regular animal control officers of work or perform any other animal control officer's work. The use of nonunion employees shall not result in the layoff of regular employees. Laid off employees will be given the option of performing any available work in the Animal Shelter before such work is performed by non-bargaining unit personnel.

Section 2. AGENCY SHOP: (a) Membership in the Union is not compulsory. Full-time employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

(b) Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs one (1) and two (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty-one (31) days following the date of employment.

(d) If any provision of the Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate of replacement.

Section 3. CHECK OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Written authorization shall be furnished by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on checkoff is not on the payroll during the week in which the

deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

The Union shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct by the Employer for the purpose of complying with this Article.

The Union shall make arrangements to accept remittance of check off by means of electronic fund transfer, or other electronic or automated means.

## ARTICLE 2 EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE 3 SENIORITY

Section 1. NEW EMPLOYEES: A new employee shall work under the provisions of this Agreement, but shall be employed only on a six (6) months probationary basis, during which period he/she may be discharged without further recourse; provided, however, that the employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After completion of the probationary period, the employee shall be placed on the regular seniority list.

Section 2. SENIORITY LIST: The Employer shall post or provide a list of the employees arranged in order of their seniority.

Section 3. (a) LAY-OFF/RECALL: Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. However, a laid off employee shall be eligible for recall prior to posting a vacancy, only when he/she meets the minimum qualifications for the position.

(b) In the event of a layoff, an employee so laid off shall be given ten (10) calendar days' notice of recall mailed to his last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 4. CONTROVERSIES: Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

Section 5. LOSS OF SENIORITY: An employee shall lose his/her seniority for the following reasons:

- (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.
- (d) He/she does not report to work when recalled as described in Section 3(b) of this Article.
- (e) Return from paid time off and leaves of absence shall be treated the same as (c) above.
- (f) He/she is laid off for a continuous period of two (2) years.
- (g) Absence due to a compensable disability incurred during the course of employment shall not break continuous service, unless the claim has been concluded and the employee has not returned to work with three (3) days pursuant to (c) above, after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.

Section 6. NON-UNIT WORK: Employees who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit.

Section 7. MILITARY SERVICE: Except as herein provided, the re-employment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily call 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, as amended on October 25, 2005.

ARTICLE 4  
DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. DISCHARGE: The Employer shall have the right to discipline, discharge, or suspend any employee for just cause. In respect to discharge or suspension, the Employer shall give at least one (1) warning notice of complaint against such employee to the employee, in writing, and a copy of the same to the Union Steward. No warning notice need be given to an employee before he or she is discharged if the cause of such discharge is:

- (1) dishonesty or for any illegal act while on the job;
- (2) drunkenness or use of intoxicating beverage or illegal substance on the job;
- (3) gross negligence resulting in a serious personal injury accident or serious property damage while on the job;
- (4) gross insubordination of a direct work order;
- (5) breach of confidentiality; or
- (6) fighting or threatening violence.

Subparagraphs (1) through (6) above, shall not be considered all-inclusive.

Section 2. When it becomes necessary for the employer to discipline an employee, such discipline shall occur in a progressive manner, as follows:

- A) Verbal Warning: A verbal warning shall be given to correct and/or warn an employee of errors, poor work performance, or minor violations. Such warnings will be documented in writing, and the employee may request union representation when such a warning is given. Verbal warnings shall be kept active for twelve months.
- B) Written Warning: A written warning shall be given to correct and/or warn an employee of errors, poor work performance, or minor violations, and when a repetition of a violation has occurred. Written warnings shall be kept active for twelve months.
- C) Suspension: A suspension from duties, without pay, shall be given when verbal and written warnings fail to correct poor performance and/or violations, and shall last from one to five (1-5) working days. A suspension may also be given when a violation is of a serious nature, but not sufficiently grave for dismissal. Notices as herein provided shall remain in effect for a period of two (2) years.
- D) Discharge: Discharge shall result when warnings and/or suspensions have failed to correct poor performance and/or violations, or for reasons outlined in Section 1, above.



Section 3. The employee or the Union Steward will be required to acknowledge receipt of written warnings and reprimands but not notice of discharge or forfeit his or her right to the grievance procedure. The employee's signature does not mean that he or she agrees to the charges or penalties.

Section 4. The parties to this Agreement hereby agree that they shall not discriminate against any employee covered by this Agreement because of age, race, sex, color, religion, national origin, handicap, or Union affiliation.

Section 5. EQUAL OPPORTUNITY EMPLOYMENT: The County and the Union agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age, handicap or sex.

ARTICLE 5  
ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. DEFINITION, PURPOSE AND COVERAGE: A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this agreement and filed by either an authorized representative of or an employee in the Bargaining Unit. Grievances shall be limited to matters of interpretation or application of this agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes.

Any employee having a grievance shall present it to the Employer in the following manner:

- Step 1            The employee shall within ten (10) working days of the date of the cause of the grievance or within ten (10) working days of the date the employee could reasonably be expected to have knowledge of the cause of the grievance, verbally appeal to his/her immediate supervisor requesting an adjustment of the grievance.
  
- Step 1A           Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union and submit it to his/her immediate supervisor within ten (10) working days of the verbal appeal. Said grievance shall include the nature of the grievance, shall include the contract provision(s) allegedly violated and shall include the remedy sought. The supervisor will provide the employee a written response within ten (10) working days of receipt of the written grievance.
  
- Step 2            If after receiving the supervisor's written response in Step 1A the employee feels that a proper adjustment has not been made, the grievance shall be submitted to the Personnel Division within ten working days of the receipt

of the Step I response.

The Personnel Division shall arrange a meeting between the parties as soon as mutually agreeable, to discuss the grievance. Representatives of the parties may include the Union Business Agent, Steward or Alternate Steward, the grievant, the Labor Specialist, Personnel Assistant, Animal Shelter Director or a designated representative of any of the above. The Personnel Division shall respond with the Employer's decision to the Union Business Agent within ten (10) working days of the meeting.

Step 3

In the event the complaint is not settled in Step 2, notification of the decision to arbitrate shall be presented to the other party and filed with the Federal Mediation Conciliation Service within thirty (30) working days of the Personnel Division's response. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. This in no way limits the employer from submitting grievances for arbitration.

Section 2. ARBITRATION: The arbitration procedure shall be conducted in accordance with the Federal Mediation Conciliation Service rules and regulations. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to alter, add to or subtract from this Agreement. The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The impartial arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. The impartial arbitrator shall have the authority to order full, partial or no compensation for time lost.

Section 3. COST: The cost of the impartial arbitrator shall be shared equally by the Employer and the Union. Any costs associated with filing for arbitration shall be borne by the filing party.

Section 4. TIME LIMITS: The failure of the employee or Union to initiate or respond to any step within the time limits specified shall automatically void the grievance. The failure of the County or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. The parties may mutually agree to bypass any step. All time limits may be extended by mutual agreement.

Section 5. LIMITATIONS OF AUTHORITY AND LIABILITY: No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, slowdown, work stoppage or cessation of employment of any kind whatsoever. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

Section 6. After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any illegal strike, slowdown, walkout or any other illegal cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 7. Should either party not accept and abide by the procedure set forth in this article or the decisions resulting therefrom then in such instance, either party shall have the right of other legal recourse.

Section 8. Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 5 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

#### ARTICLE 6 STEWARD

The Union may designate one job steward and one alternate from the Employer's seniority list. The authority of job steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the Employer or the designated County representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information;
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except, as authorized to impose proper discipline, including discharge, in the event the shop steward or his alternate has taken strike action, slow down or work stoppage in violation of this Agreement.

Steward shall be permitted reasonable time to investigate, present and process grievances on the county property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

ARTICLE 7  
ABSENCE

Section 1. Any employee desiring an unpaid leave of absence from his/her employment in addition to his/her paid time off shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. 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 by the Employee and granted by the Employer prior to approval of the leave of absence. Permission for extension must be secured from Employer, with notice to the Union. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance and pension payments before the leave may be approved.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. Such time off shall be granted to no more than one (1) employee at any one time.

Section 3. Family and Medical Leave shall be in accordance with County Policy #364, as amended on January 20, 2009, subject to law.

ARTICLE 8  
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his 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 improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona-fide errors made by the employer or the Union in applying the terms within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 9  
INSPECTION PRIVILEGES

Authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The agent will apply for admittance with the

department head.

ARTICLE 10  
LOSS OR DAMAGE

Employees will not be charged for loss or damage of the Employer's property unless clear proof of negligence is shown. Insurance will be provided to employees to provide for damage done to the property of third parties unless the damage resulted from employee negligence which is clearly proven. This insurance does not cover the personal property of employees (rings, other jewelry, etc.) damaged or lost during the performance of their jobs.

ARTICLE 11  
EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 1. UNSAFE EQUIPMENT: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition as prescribed by law or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. ACCIDENT REPORT: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. DANGEROUS WORK: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or dangers to persons or property which is in violation of any applicable statute or court order or government regulation relating to safety of persons or equipment.

ARTICLE 12  
SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Contract or any riders 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 restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days

after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 13  
EXAMINATION AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the employee's expense.

Section 2. The Employer shall provide personal identification during all working hours. The cost of such personal identification shall be borne by the Employer. Patches are considered a clothing item and, as such, are considered part of the clothing allowance.

ARTICLE 14  
MANAGEMENT RIGHTS

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

The listing of the preceding rights of management in this article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the Employer not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the Employer. Any disagreement on the interpretation of this section shall be subject to the grievance procedure.

ARTICLE 15  
WAGES AND BONUSES

Section 1. WAGES:

Effective October 1, 2008, no base wage increase.

Effective October 1, 2009, no base wage increase; a one time lump sum payment of 1.75% of

salary shall be effective.

Effective October 1, 2010, no base wage increase; a one time lump sum payment of 1.75% of salary shall be effective.

Effective October 1, 2011, no base wage increase; a one time lump sum payment of 1.75% of salary shall be effective.

The standard wage scales of rates for the respective job classes are established and set forth below. Rates are annually and biweekly, and are based on five (5) eight-hour days per week for 52 weeks, (2080) hours.

| Road Officer      | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   |
|-------------------|----------|----------|----------|----------|----------|----------|
|                   | Starting | 6 months | 1 year   | 2 years  | 3 years  | 4 years  |
| 10/1/08 - 9/30/12 | \$28,397 | \$29,640 | \$30,882 | \$32,122 | \$33,370 | \$34,370 |

| Vet Technician    | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   |
|-------------------|----------|----------|----------|----------|----------|
|                   | Starting | 6 months | 1 year   | 2 years  | 3 years  |
| 10/1/08 - 9/30/12 | \$28,123 | \$29,354 | \$30,586 | \$31,812 | \$33,043 |

| Receptionist/<br>Dispatcher/<br>Secretary | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   |
|---|----------|----------|----------|----------|----------|
|   | Starting | 6 months | 1 year   | 2 years  | 3 years  |
| 10/1/08 - 9/30/12                         | \$25,753 | \$26,657 | \$27,650 | \$28,650 | \$29,640 |

In order to receive the lump sum payment, employees must be employed in this bargaining unit on October 1 of the respective year and at the time of ratification by both parties (e.g. employees becoming members of this bargaining unit on October 2 or thereafter are not entitled to the lump sum for that year; likewise, employees in this bargaining unit on October 1, but who leave this bargaining unit after October 1 shall be entitled to the lump sum for that year, as long as they are members of the bargaining unit upon ratification). Lump sum payments shall not be prorated during the year. Payment of lump sums shall be made as soon as practicable after October 1 of each year.

Section 2. SPECIAL DEPUTIES: It is agreed that Animal Control Officers will be "Special Deputies" if appointed by the Saginaw County Sheriff; however, they will have no change in their authority status. Special deputies will be required to pass a file (felony) check and be fingerprinted as a condition of employment.

Section 3. LONGEVITY PAY: Full time members of the bargaining unit hired before February 22, 2005 shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of seventy dollars (\$70.00) per year for each year (as of December 1) of full time continuous services as defined in Article 3 beginning upon completion of five (5) years of service. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive Pro-rata longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive Pro-rata longevity pay

for the year. Employees hired on or after February 22, 2005 shall not be eligible for nor shall they receive longevity pay.

ARTICLE 16  
HOURS

Section 1. WORKING HOURS: (a) The regular work day shall commence at 8:00 A.M. and end at 5:00 P.M.; however, the Employer reserves the right to alter the working schedule to provide maximum service to the public. If two (2) shifts are contemplated, the Employer agrees to give at least two (2) weeks prior notice to the Union before the implementation of such a second shift.

(b) All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay per week.

Section 2. CALL-IN PAY: Any employee called in to work any day Monday through Friday shall be guaranteed four (4) hours at the rate specified in this Agreement.

Any employee called in to work on Saturday or Sunday shall be guaranteed four (4) hours at the rate specified in this Agreement.

Section 3. OVERTIME: (a) Employees shall be paid at the rate of time and one-half (1/2) for each hour worked in excess of forty (40) hours per week.

(b) Overtime shall be assigned, by seniority by classification.

(c) PTO and holidays shall be included when computing overtime eligibility.

(d) There will be no overtime on overtime.

Section 4. STANDBY PAY: (a) Animal Control Officers assigned to stand by evening call duty ("Night Call") shall receive twenty dollars (\$20.00) per night, in addition to time and one-half (1.5) for all time spent actually responding to calls. Further, employees shall be guaranteed a minimum of two (2) hours time, at time and one-half rate each time they are called out from their residence. If additional calls are received while out on a call, the Officer will not receive a guaranteed two hour minimum, but instead will receive a minimum of two hours for the total time spent responding to all calls received during that call-out period. If the Officer returns to their residence and receives subsequent calls, the calls will be treated as a separate incident for which a guaranteed two hours of pay at time and one half will again be provided. Additional calls received during subsequent call out periods will be treated as detailed above. Management and the Union agree if the current utilization of a calling service to screen and prioritize night calls ceases, this section of the contract will be reopened.

(b) "Night Call" shall not be defined as overtime for the purposes of this article.

(c) All Animal Control Officers shall be scheduled for stand-by night call duty. In the event an



employee assigned to standby night call duty wishes to give up his/her shift, the employee is responsible for securing a replacement by asking for volunteers in order of seniority at least twenty-four (24) hours prior to the start of the shift. If the assigned employee cannot find a voluntary replacement, he/she shall be required to perform the duty as scheduled. Emergency situations, as determined by the Center Director, shall be handled by the Center Director.

(d) Thanksgiving Day, Christmas Day, and New Years Day will be scheduled as standby days with employee(s) scheduled to work receiving two (2) hours pay at time and one-half (1.5) to open and two (2) hours pay at time and one-half (1.5) to close the animal care center facility. Callout pay will be awarded consistent with Section 4(a).

ARTICLE 17  
PAID TIME OFF

Section 1. Regular full time employees shall accrue Paid Time Off (PTO) in accordance with the following provisions:

Rate of Accrual: Each regular full time employee shall accrue "Paid Time Off" hours at the following rate:

|                                    | <u>Annual<br/>Rate</u> | <u>Bi-weekly<br/>Rate</u> |
|------------------------------------|------------------------|---------------------------|
| 6 mos - 3 years continuous service | 136 hours              | 5.2308 hours              |
| 3 - 5 years continuous service     | 152 hours              | 5.8462 hours              |
| 5 - 10 " " "                       | 168 hours              | 6.4615 hours              |
| 10- 15 " " "                       | 184 hours              | 7.0769 hours              |
| 15- 20 " " "                       | 200 hours              | 7.6923 hours              |
| 20 or more years " "               | 216 hours              | 8.3077 hours              |

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

Section 2. Accumulation of PTO hours shall be limited to 700 hours and the amount carried forward into a new year shall be limited by this number.

Section 3. Upon termination of employment due to resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of 600 hours (Maximum payment of 300 hours at employee's current rate of compensation) through date of termination that such employee has accrued. The rate of pay off shall be the employee's rate at the time of termination. The rate 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. PTO will be paid at the current rate of the employee at the time the PTO is taken.

Section 4. PTO use for other than disability or illness is limited to twice the amount of time that

can be accrued in any year. Employees may not waive PTO and receive extra pay in lieu thereof.

Section 5. When a holiday observed by the County falls during an employee's scheduled PTO, the holiday will not be charged as a PTO day.

Section 6. Except as otherwise granted in this section, absence when PTO bank has been exhausted shall not be approved, without written permission from the Department Head.

ARTICLE 18  
HOLIDAYS

Section 1. Employees shall be paid eight (8) hours' pay at the straight time rate for the following holidays; provided however, the employees work their scheduled work day prior to and after the holiday.

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

If one of the holidays listed above should fall on a Sunday, the following Monday shall be observed as a holiday. If one (1) of the holidays listed above should fall on a Saturday, excluding Christmas and New Year's Day the previous Friday shall be observed as a holiday, except for employees assigned to seven (7) day operations, who will celebrate the actual date of the 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.

Employees required to work on the above-enumerated holidays or the afternoons as specified shall receive pay at the rate of time and one-half (1 1/2) in addition to holiday pay, provided they comply with the qualifications set forth hereinafter.

Additional unscheduled holidays declared by the Board of Commissioners shall be paid holidays for employees if applicable to County employees in general.

An employee required to work on a holiday will be scheduled to work on the actual day of the

holiday and on the day the holiday is celebrated. The employee must work both on the actual day of the holiday and on the day the holiday is celebrated to receive holiday pay and the additional time and one-half (1/2) described above.

ARTICLE 19  
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, brother or sister of spouse, and sibling's spouse the employee shall be granted twenty-four (24) 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. However, Management will make every effort to grant PTO days, when requested for the purposes of bereavement, and such permission shall not be unreasonably withheld.

ARTICLE 20  
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 February 22, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after February 22, 2005.

Section 1. HEALTH INSURANCE for CURRENT EMPLOYEES: The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for current regular full time employees and their authorized dependents as defined by the insurance carrier.

The County shall continue to pay its share of the premium for such insurance for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee 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.

The coverage provided will be PPO1 with a 20% employee co-pay, PPO2 with a 10% employee co-pay, or PPO8 with a 0% employee co-pay. The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service. CURRENT EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods.

Employees who leave the health insurance plan of the County may only re-enroll during the regularly open enrollment period of the county declared annually unless an emergency situation exists which leaves the employee without insurance and which is not as a result of any action of the

employee.

Effective October 1, 2009 or on a date thereafter to be determined by the Employer, those employees enrolled in PPO1 and PPO2 shall be subject to the following benefit changes, in summary:

- a. For Hospital Outpatient Emergency Room Services, a \$50 co-pay shall apply, and will be waived if admitted or for accidental injury;
- b. For Office Visits, a \$20 co-pay shall apply;
- c. A \$100/\$200 annual deductible shall apply for services provided in-network (\$100 for each individual; \$200 per family) pursuant to BC/BS rules and regulations;
- d. A \$200/\$400 annual deductible shall apply for services provided out-of-network (\$200 for each individual; \$400 per family) pursuant to BC/BS rules and regulations;
- e. For Prescription Drugs, a \$10 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

Effective October 1, 2009 or on a date thereafter to be determined by the Employer, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

- a. For Prescription Drugs, a \$10 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

See Saginaw County Health Care Plan details for more information.

## Section 2. - HEALTH INSURANCE FOR NEW EMPLOYEES.

The County shall pay the group premium effective on the first day of the month following completion of six (6) months' qualifying service for the health care program known as PPO8 or provide comparable coverage for each employee, their current spouse and dependents as covered under the PPO8 health care program.

The County shall continue to pay its share of the premium for applicable insurance during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee 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. Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as defined in Article 20, Section 3) at the time they are employed and at the annual reopening.

NEW EMPLOYEES shall not be eligible for any other health care program offered by the employer, except as follows: During an open enrollment period NEW EMPLOYEES may elect to purchase, or "buy up" to PPO Option #1 or PPO Option #2 at a cost equal to the actual

difference plus any administrative expenses, as determined exclusively by the County Controller's Office, between PPO8 and the coverage elected by the NEW EMPLOYEE. All costs associated with a NEW EMPLOYEE'S election to purchase a plan other than PPO8 shall be borne exclusively by the affected NEW EMPLOYEE and the County shall incur no costs or expenses whatsoever related to any NEW EMPLOYEE'S election to choose a plan other than PPO8. NEW EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods.

Effective October 1, 2009 or on a date thereafter to be determined by the Employer, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

For Prescription Drugs, a \$10 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

See Saginaw County Health Care Plan details for more information.

Section 3 OPTION TO HEALTH INSURANCE COVERAGE: An employee who is eligible to receive or presently enrolled in a County Health Insurance program may choose to receive one hundred fifty dollars (\$150.00) per month in lieu of such insurance coverage, provided however, 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 a County employee.

If an employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.) the employee may reenter County coverage subject to 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 4. CONTINUATION OF HEALTH CARE COVERAGE UPON RETIREMENT FOR CURRENT EMPLOYEES ONLY. A current full-time employee hired before 1/1/97 and his/her spouse at time of retirement shall be eligible for dual (employee and spouse) health insurance coverage at a rate established by the number of years of County service listed in the table below, provided proper application is made prior to retirement and the employee and/or his/her spouse is a member of the Plan on the day of the retirement and the employee agrees to participate in the employee's share program outlined in the table below.

A current full-time employee hired on or after 1/1/97 shall be eligible for single-person health insurance coverage (employee only) at a rate established by the number of years of County service listed in the table below provided proper application is made prior to retirement and the employee is a member of the Plan on the day of the retirement and agrees to participate in the employee's share program outlined in the table below.

Payment shall 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 County Defined Benefit Pension through MERS. To be eligible for

retiree health insurance, a current employee must satisfy both the age and continuous length of service requirements associated with retirement under the MERS plan even if they are members of the ICMA plan.

| <u>Continuous Years of Service Actually Worked</u> | <u>Employer Pays</u> | <u>Employee Pays</u> |
|--|----------------------|----------------------|
| 6  | 20%                  | 80%                  |
| 7  | 25%                  | 75%                  |
| 8  | 30%                  | 70%                  |
| 9  | 35%                  | 65%                  |
| 10   | 40%                  | 60%                  |
| 11   | 45%                  | 55%                  |
| 12   | 50%                  | 50%                  |
| 13   | 55%                  | 45%                  |
| 14   | 60%                  | 40%                  |
| 15   | 65%                  | 35%                  |
| 16   | 70%                  | 30%                  |
| 17   | 75%                  | 25%                  |
| 18   | 80%                  | 20%                  |
| 19   | 85%                  | 15%                  |
| 20 and over  | 90%                  | 10%                  |

The employee must continue with the group health option in which they are enrolled prior to retirement, provided proper application is made prior to retirement or termination and the above described age and service requirements are met. Hospitalization/medical insurance shall be converted to Medicare complementary coverage upon either the subscriber or a covered dependent becoming eligible for Medicare. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. The health care option an employee is enrolled in at the time of retirement must be the option that the retiree remains covered under until conversion to Medicare. The members understand that the PPO plan most likely will cost them additional out-of-pocket costs if they choose to live anywhere other than Saginaw County during their retirement. If a plan member who becomes eligible for the Medicare conversion dies before the other plan member is eligible for Medicare, then the surviving plan member shall be transferred to the PPO Plan in which they were enrolled prior to the conversion.

Employees who retire and who are eligible for health insurance coverage, may elect to receive instead, a monthly stipend of one hundred fifty dollars (\$150) dollars in lieu of said coverage, provided they are not covered under a County health plan. Individuals electing this option will receive the monthly stipend throughout their lifetime. This election is irrevocable; Individuals electing this option may not re-enter the health coverage program under any circumstances.

Section 5. RETIREMENT HEALTH CARE SAVINGS PROGRAM FOR NEW EMPLOYEES.

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 RHS plan shall thereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) per the Employer's agreement with MERS or its equivalent. The Employer will contribute 1% of qualifying employees' salary to the HCSP and those enrolled are mandated to contribute a percentage of their salary ranging from 0.25% to 7%. This amount may be increased at any time, but never be decreased, per the HCSP's rules. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Section 6. DENTAL INSURANCE: The Employer agrees to pay the premium except as otherwise provided in this article for a dental plan for employees and authorized as follows:

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

Waiting Period: Employees who are eligible shall be covered on the first day of the month following completion of six months (180 days) qualifying service.

Percentage:

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

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

Class II 50% (Bridges, partial, and dentures)

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

The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.

Section 7. 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 \$50,000 and \$50,000 Accidental Death and Dismemberment insurance effective on the first (1st) billing date subsequent to completion of six months (180 days) qualifying service. The amount reduces to 92%, 84%, 76%, 68%, 60% and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays respectively. Employees who retire on or after the effective date of this agreement will be insured for \$4,000 group term life.

Section 8. WORKERS COMPENSATION: An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall

reimburse the County for the amount of overpayment.

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

Section 9. 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 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 doing of any such acts, the same shall not constitute good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy currently at \$15,000,000.00 (fifteen million dollars) and shall include the cost of defense, including attorney fees.

Section 10. DUAL COVERAGE: Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this agreement.

Section 11. EMPLOYEE CO-PAYMENT: In respect to the insurance coverage designated in Section 1, 3, and 6 of this Article, it is agreed that employees shall pay ten percent (10%) of the premium cost of PPO2 Health Insurance and dental insurance, and twenty percent (20%) of the premium cost of PPO1 Health Insurance, and 0% of the premium cost of the PP08 Health Insurance. The Employer shall pay the remaining cost of the premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders.

Section 12. CONTINUATION OF INSURANCE: In the event of layoff, an employee's health insurance shall be continued at the County's expense for a period of thirty (30) days after last day of the month subsequent to the date of the employee's layoff. Life insurance shall continue in force until the end of the month following the month in which the layoff began.

In the event of a leave of absence, health insurance shall be continued at the County's expense to the last day of the month subsequent to thirty (30) days after the leave began. Life insurance shall continue in force for a period of thirty (30) days from the first day of the month in which the leave of absence began for all leaves of absence other than service in the armed forces.

In the event of an employee being on workers' compensation, the County reserves the right to provide fringe benefits as allowed by appropriate workers' compensation rules, regulations or law.



Fringe benefits which will continue for one year are health, dental, vision, and life insurance with appropriate co-pays required.

An eligible employee who returns to work without loss of seniority within two (2) years after her/his life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first billing date after her/his return to work.

All insurance will cease 30 days following leave from the County should an employee resign.

Section 13. GENERAL: The Employer may determine the Provider of Health Insurance, except however, the benefit structure shall be maintained at the same level provided under this Agreement and provided further, that negotiations between the parties for the purpose of determining the maintenance of benefits shall take place prior to any change in Provider.

Section 14. VISION INSURANCE: Full time members of this bargaining unit, on the first day of the month following completion of six months (180 days) qualifying service, and their dependants as defined by the Federal Internal Revenue Service, shall be eligible for vision insurance through the Vision Service Plan. Employees must enroll in the program and follow the requirements of the program. Vision benefits include eye exam, lenses, and frames or contact lenses, once every 24 months. Commonly used frames and lenses are covered in full, after co-pay requirements have been met. Contact lens allowances are \$210.00 if medically necessary, and \$150 if elective. Fully covered services are received from participating providers. Services from non-participating providers are partially reimbursed. Co-pays are as follows: \$25.00 for eye exams and \$25.00 for lenses and frames or contact lenses.

Section 15. WELNESS ACTIVITY REIMBURSEMENT. The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, attached hereto and incorporated herein, up to the amount of \$200 per calendar year.

Section 16. BLUE CROSS/BLUE SHIELD MICHIGAN SAVINGS REFUND. Historically, the County of Saginaw receives an annual Michigan Savings Refund (Refund) from Blue Cross/Blue Shield of Michigan (BCBSM). This annual Refund has been based on physician and other medical provider settlements; pharmacy recoveries; and prescription drug rebates. The EMPLOYER agrees to provide each bargaining unit employee who is eligible to receive employer-sponsored health benefits a pro-rata share of the annual Refund on or before March 31 of the following year for "refund years" 2009, 2010 and 2011 (e.g. 2009's annual Refund share, if any, will be distributed by March 31, 2010). For purposes of this Section, "refund years" mean the 12-month periods recognized by BCBSM (historically from December 1 through November 30). The pro-rata share shall be based on the total number of County employees eligible to share the annual Refund amount. Eligibility for the pro-rata share of the Refund is contingent on the employee having been employed the entire "refund year," as no shares will be prorated.

By way of example only, using 2008's Refund in the amount of \$246,071.91, if 500 employees had been eligible to receive the annual Refund, each employee who was employed during the entire 2008 "refund year" would have received approximately \$492 by March 31, 2009. Further,

if an employee had left employment on November 29, 2008, said employee would not have been eligible for nor would he/she have received any share of the Refund for that "refund year."

The UNION acknowledges and agrees that the EMPLOYER has no control whether an annual Refund is provided by BCBSM or the amount of the annual Refund, if provided. The UNION further understands that no promises or representations have been made by the EMPLOYER as to any future amount of the annual Refund, if any.

Section 17. PARTICIPATION IN UNION/MANAGEMENT HEALTH INSURANCE COMMITTEE. The UNION agrees to provide one representative to participate on a Union/Management Health Insurance Committee to be established by the Employer.

ARTICLE 21  
DISABILITY

Disability Leave shall be in accordance with County Policy Number 361, as amended on August 12, 2008.

ARTICLE 22  
RETIREMENT

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 February 22, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after February 22, 2005.

Current employees hired before January 1, 1993 shall be members of the Michigan Municipal Employees' Retirement System in accordance with P.A. 426 of the Michigan Public Acts of 1984 as amended Benefit Plan B-3 and F55/20, F50/25, V-6; with 0% employee contribution.

All other current employees shall become members of the Saginaw County Defined Contribution Plan which provides for the following employee and employer contributions:

| <u>Employer Contribution</u> | <u>Employee Contribution</u> | <u>Total</u> |
|------------------------------|------------------------------|--------------|
| 6%                           | 0%                           | 6%           |
| 9%                           | 3%                           | 12%          |

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

| <u>Employer Contribution</u> | <u>Employee Contribution</u> | <u>Total</u> |
|------------------------------|------------------------------|--------------|
|------------------------------|------------------------------|--------------|

|    |    |     |
|----|----|-----|
| 3% | 0% | 3%  |
| 6% | 6% | 12% |

The employee may select one (1) of the above contribution plans initially upon being hired. Employees under the Defined Contribution Plan can retire at age 50 with 25 years of service, or at age 55 with 20 years of service.

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

Years of Service Retained by Employee

|                                |      |
|--------------------------------|------|
| 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% |

The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the Municipal Employees Retirement System and shall hold the Union harmless for employee liability related to the new program.

ARTICLE 23  
MISCELLANEOUS

Section 1. CLOTHING ALLOTMENT AND REPLACEMENT: The Employer shall replace work clothing when no longer serviceable on an old for new exchange basis. Employees leaving the employ of the Employer shall turn in all items of uniforms and equipment issued by the Employer.

New employees shall be issued three (3) sets of pants and shirts, and after ninety (90) days of employment, two (2) additional sets (for a total of five [5] sets) will be issued along with summer and winter jackets, boots, patches and badge. In addition, the Employer shall pay the cost of cleaning employees' jackets four (4) times each year. The Employer will provide coveralls to be used for kennel work.

Section 2. DUTY ASSIGNMENTS: Each bargaining unit member shall be provided the opportunity to bid for the Animal Control Officer position, by seniority. Once bid, the employee shall become an Animal Control Officer and shall not again be given the opportunity to exercise his/her seniority for this purpose, except as provided in case of reduction in the work force, reference Article 3, Section 3.

Vacant bargaining unit positions to be filled by the Director shall be posted for five working days and filled based on ability, merit and work record. Where ability, merit and work record are relatively equal, then seniority shall prevail. Where there are no qualified bidders for the position or where no one bids the position, the Employer shall fill the position at his discretion.

All Animal Control Officers may be assigned to any patrol route in the County and may also be called up to assist the kennel workers when necessary for the smooth and efficient operation of the department regardless of each officer's status with the department.

Section 3. LOCKERS: The Employer is to provide adequate lockers with locks for employees.

Section 4. MAINTENANCE OF TRUCKS: The Employer will install a mobile truck wash for employees to wash the trucks. Employees will not be required to change oil and filters in trucks.

Section 5. REST PERIODS: Employees shall receive one (1) fifteen (15) minute rest period each morning and afternoon. The period used for such rest period shall not interfere with the priority of the employee's work assignments. Employees shall take such rest periods so as not to interfere with the efficient operation of the Employer.

Section 6. CLEAN-UP TIME: Employees who perform kennel work at the shelter, prior to going on street patrol, will be allowed reasonable time for changing uniforms or washing up as needed. It is understood that such time will not be abused.

Section 7. NEW TRUCK EQUIPMENT: It is mutually agreed that new trucks shall be equipped with power steering, automatic transmissions, air conditioning, heaters, defrosters and windshield wipers and that same will be kept in operating condition. Truck specifications may be altered if mutually agreed.

Section 8. BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union. Each employee shall be furnished a copy of this contract.

Section 9. PAID FOR TIME: Payday shall be on biweekly basis as currently established by Saginaw County. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer.

Section 10. SEPARATION OF EMPLOYMENT: Upon discharge or resignation, the Employer shall pay all money due to the employee on the first succeeding payday.

Section 11. SANITARY CONDITIONS: The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed to.

Section 12. MEAL PERIOD: Employees shall, except by mutual agreement, take at least one (1)

continuous period for meals without pay of not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty three (3) hours or after he has been on duty six (6) hours.

Section 13. RESIDENCY REQUIREMENT There shall not be a 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.

#### ARTICLE 24 ALCOHOL & DRUG USE PROCEDURES

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

#### EMPLOYEE EDUCATION

Efforts will be made to educate employees regarding substance abuse issues and testing, amongst other policies, during employee orientation sessions.

#### TESTING PROCEDURES

PROBABLE SUSPICION TESTING: In cases in which an employee is acting in an abnormal manner and a supervisor has probable suspicion to believe that the Employer may require the employee (in the presence of a Union Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The Supervisor must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The Supervisor must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the Steward or other Union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood and/or urine and release the results of the laboratory testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period not to exceed one [1] hour, the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone.

Contractual time limits for disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

All laboratories used to perform urine testing pursuant to this Agreement will have to be certified by the College of American Pathologists for Forensic Urine Drug Testing (CAP).

#### PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS:

The employee shall note, on a form furnished by the medical clinic, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.

If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

#### LEAVE OF ABSENCE PRIOR TO TESTING:

1. An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.
2. Such leave of absence shall be granted on a one-time (1) basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.
3. Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.
4. The provisions of this Section shall not apply to probationary employees.

#### DISCIPLINARY ACTION BASED ON POSITIVE TEST RESULTS:

The Employer may take disciplinary action based on the test results as follows:

If a laboratory reports that a blood test is positive in a probable suspicion test, the employee shall be subject to discharge.

If the results show blood alcohol concentration of .02, the employee will be required to sign and abide by the terms of a last chance agreement. If a blood alcohol content of .03 is found, the employee shall be subject to discharge or other discipline at the discretion of the employer. The last chance agreement will include: 1) Successful completion of a substance abuse program, 2) Mandatory random drug testing not to exceed twelve (12) tests in a twelve (12) month period. 3) Zero tolerance will be enforced; any evidence of substance use will result in discharge.

#### GRIEVANCE PROCEDURE:

1. All drug-related discipline disputes shall be taken up between the Employer and Local Union as outlined in the Grievance Procedure in this Agreement.
2. The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

Upon the failure of the parties to agree on such negotiations within sixty (60) days, the matter will be submitted directly to the grievance procedure.

#### ARTICLE 25 TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from October 1, 2008 to September 30, 2012, and shall continue in full force and effect 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) 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, at least sixty (60) days prior to September 30, 2012 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

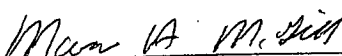
Section 3. In the event of an inadvertent failure by either party to give notice as set forth in this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

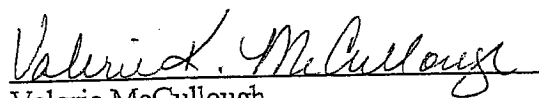
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year

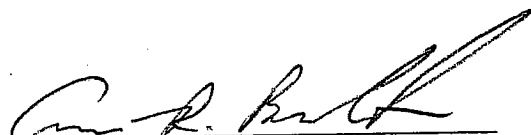
below written.

FOR THE EMPLOYER

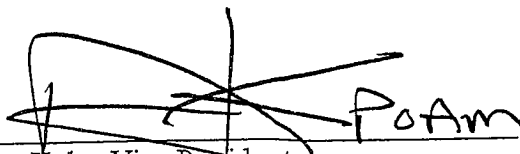
  
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Michael P. O' Hare, Chair  
Board of Commissioners


  
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Marc A. McGill  
Controller/CAO

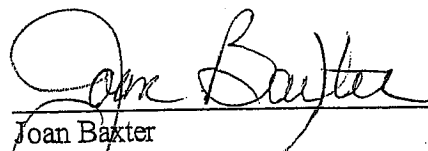
  
\_\_\_\_\_  
Valerie McCullough  
Animal Control Director

  
\_\_\_\_\_  
Andre R. Borrello  
Labor Specialist

FOR THE UNION

  
\_\_\_\_\_  
Dan Kuhn, Vice President  
POAM

  
\_\_\_\_\_  
Teresa Glover  
Steward

  
\_\_\_\_\_  
Joan Baxter  
Steward



Category: 300  
Number: 363

Subject: **LEAVE OF ABSENCE POLICY**

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 in addition to authorized paid leave, request time off for personal reasons. Leaves of absence are without pay and benefits unless otherwise specified in the County personnel policies. Department Heads are encouraged to approve leave requests based upon the merit of the request and the work requirements of the department.
  - 6.2 **Approval.** All leaves of absence of 31 days or more, must be approved by the appropriate committee of the Board of Commissioners or the Controller. Requests for a leave of 30 calendar days or less may be approved by the Department Head. All other leaves shall be processed in accordance with Section 7.1 of this policy.
  - 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:

- 7.1 Application. Except where specified, leaves of absence shall be without pay. A non-medical leave shall not exceed one (1) year in length. The employee shall submit his request for leave of absence to the Department Head who shall have disapproval authority. If the Department Head desires to secure approval of the request, it shall be forwarded to the Personnel Division for consideration by the appropriate committee or the Controller who shall have authority to approve military and special leaves. A Family and Medical Leave (FMLA) request (that is not a disability leave) shall be submitted for approval to the Personnel Division or authorized officials 30 days in advance when the need is foreseeable. If after a leave of absence approval the County determines prior to the completion of the leave that it qualifies as a FMLA leave, the employee will be notified and shall be required to comply under the stipulations in Policy #364.

- 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. The 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

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. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

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Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009

Category: 300  
Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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

- 6.2.1 Employee or retiree must be enrolled in a program or activity or belong to a fitness facility on or before December 1 of each year in order to be eligible for reimbursement.
- 6.2.2 An employee or retiree shall not be reimbursed for any amount over \$200.00 in one calendar year. If an employee's or retiree's actual costs are less than \$200.00, the employee or retiree will be reimbursed for the lesser amount.
- 6.2.3 Only the cost of participation in a program, activity, or facility may be reimbursed. Fitness equipment, manuals, food, supplements, or other costs are not eligible for reimbursement.

7. ADMINISTRATIVE PROCEDURES:

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

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

8. 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. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

\_\_\_\_\_  
Saginaw County Civil Counsel

ADOPTED: December 12, 2006  
AMENDMENTS: September 22, 2009

Category: 300

Number: 361

Subject: **DISABILITY LEAVE**

1. **PURPOSE:** It is the purpose of this policy to establish a system of uniform and appropriate rules and regulations regarding employees who are unable to work due to non-work related reasons.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.
4. **RESPONSIBILITY:** The Controller's Office shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:** NONE
6. **POLICY:**

6.1 **Coverage.** A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work related nature is eligible to apply for disability leave (described in 6.2). Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy # 341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available. Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty [40] hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority, whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

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

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

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

- 6.2 Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 6.1 except by County approved medical disability. Requests are submitted and processed through the Controller's Office or the designated court official(s). Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary, which will be paid for by the County.
- 6.2.1 An eligible employee requesting disability leave who may also be eligible under the Family Medical Leave Act (FMLA) requirements shall have the time used counted towards the annual (FMLA) entitlement of twelve (12) total weeks (See Policy #364).
- 6.3 Final Determination. The Controller's Office will exclusively make the final determination to grant a disability claim and notification will be provided to the affected Department Head along with any work restrictions.
- 6.4 Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and approved by the County or when the treating physician's statement of disability expires and an extension is not provided; or when the employee retires as a result of disability or normal service retirement; or upon layoff, death, discharge, or resignation or after twelve months pursuant to section 6.1 above. If disability benefits are exhausted and the employee cannot return to work, with or without reasonable accommodation, the employee's employment with the County of Saginaw shall be terminated. If an employee is terminated because of exhausting disability leave, all insurance and other employment benefits will also terminate.
- 6.5 Social Security Offset. Disability payment described herein shall be offset by any Social Security disability payment due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the County for any period paid by Social Security shall be repaid by the employee to the County.

6.6 Light Duty. All employees are subject to the Light Duty rules contained in Section 6.6 of the Worker's Compensation Policy, Policy # 345.

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. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

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Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: April 23, 2002; August 12, 2008