

SAGINAW COUNTY BOARD OF COMMISSIONERS

SAGINAW COUNTY SHERIFF

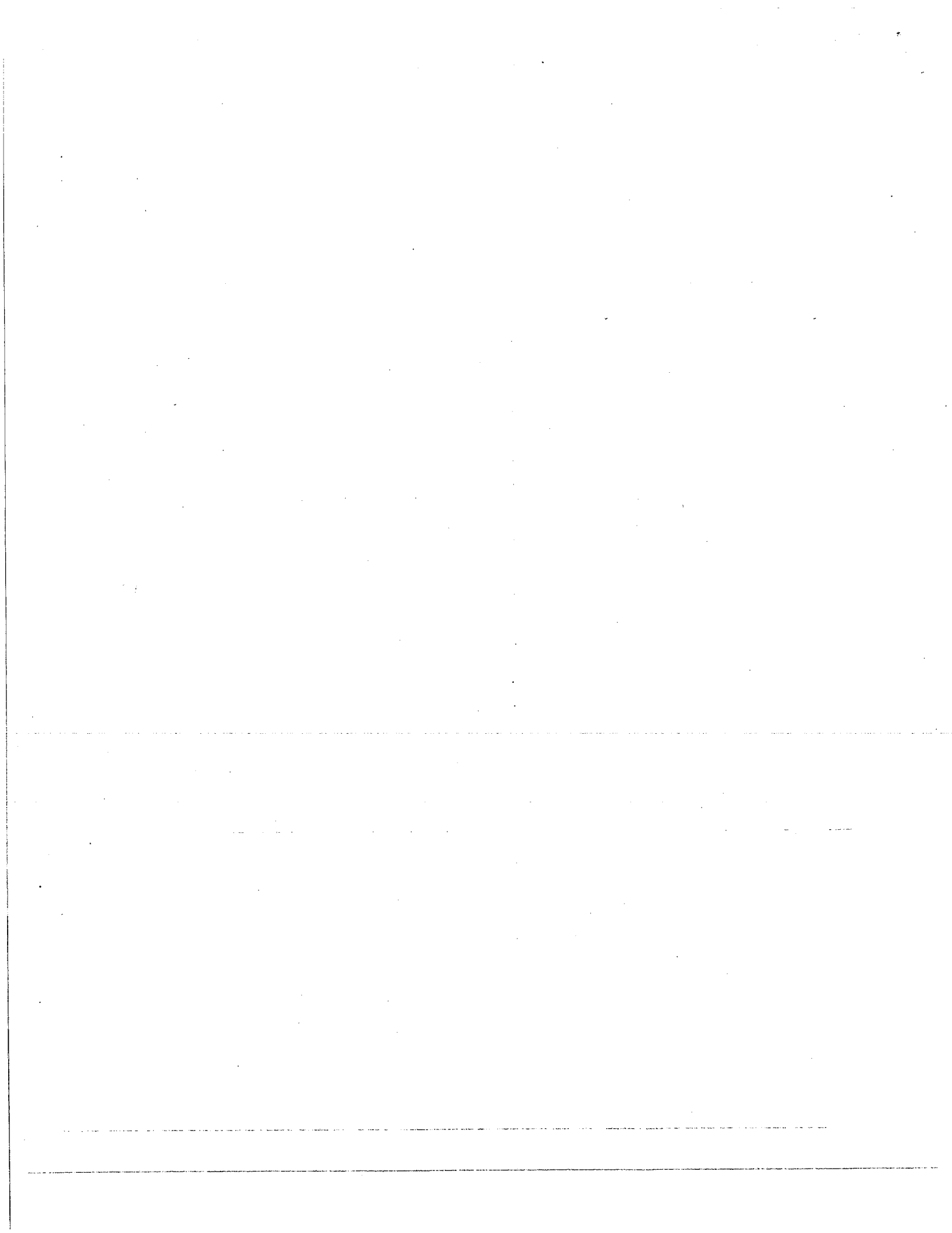
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POLICE OFFICERS ASSOCIATION OF MICHIGAN (COMMAND)

UNIT III

October 1, 2008 – September 30, 2012

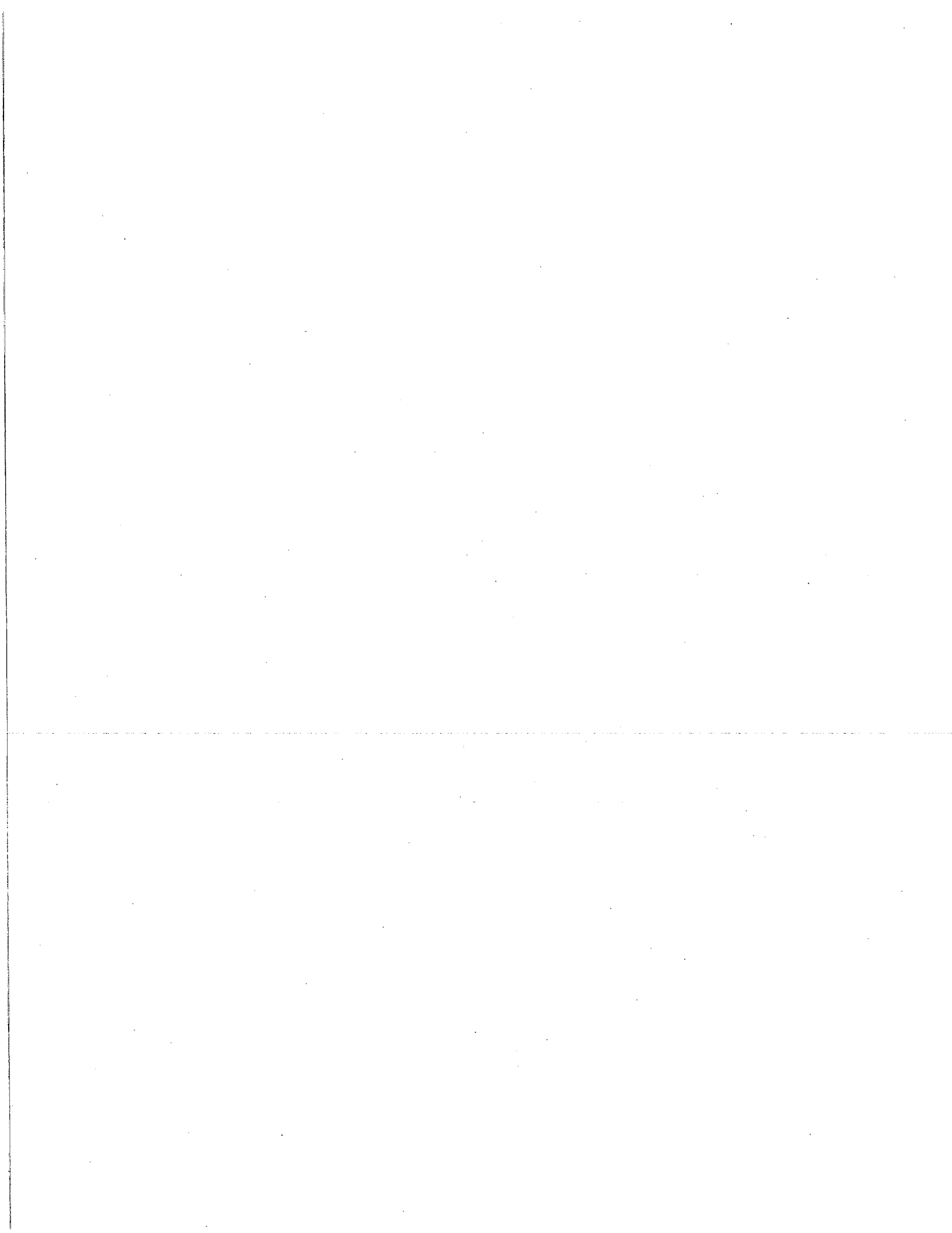
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SAGINAW COUNTY AND SAGINAW COUNTY SHERIFF DEPARTMENT
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN, UNIT III
CAPTAINS & LIEUTENANTS

AGREEMENT
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AGREEMENT

THIS AGREEMENT, entered into this 20th day of October, 2009, between the Board of Commissioners and the Sheriff for the County of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Police Officers Association of Michigan (Command), hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

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

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

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

ARTICLE I

RECOGNITION -- EMPLOYEES COVERED

Section 1.

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

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Management Prerogatives

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the Employer in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or

lay off employees, require employees to observe reasonable departmental rules and regulations, to decide the services to be provided to the public, schedules of work, work standards, and the procedures by which such work is to be performed.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

Section 1.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union Membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union representation fees, provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Representation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Union, regarding the amounts to be deducted and the legality of the adopting such action specifying such amounts of the Union representation fees. The Employer agrees, during the period of this agreement to provide this check-off service without charges to the Union. The Union shall make arrangements to accept remittance of check-off by means of electronic fund transfer, or other electronic or automated means, implemented at the discretion of the employer.

Section 2.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, the aforementioned representation fees. For present regular employees, such payments should commence thirty-one (31) days following the date of employment. The payment shall be a flat monthly fee adjusted no more than once per employee in a calendar year. At no time will this fee be based as a percentage of income and shall be attested to by the employees on a signed form made available to the Employer.

Section 3.

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 Section 1 and 2 of this Article. Monthly representation fees shall be deducted in

equal payments once each month.

ARTICLE 4
STEWARDS AND ALTERNATE STEWARDS

Section 1.

Union employees shall elect a steward who is a regular employee to represent them. Union employees may also elect an alternate steward, who is a regular employee to represent them in the absence of the steward.

Section 2.

The steward, or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor shall grant permission within the eight (8) hour day of occurrence for the steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Employee abusing such time may be subject to disciplinary action.

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

Section 3.

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

ARTICLE 5
SPECIAL CONFERENCES

Section 1.

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

Section 2.

Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Local Union and one (1) representative of the COAM. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held during the normal work day. The members of the Union shall not lose pay for the time lost in such special conference.

Section 3.

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

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1.

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

Step 1.

Any employee having a complaint in connection with his employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with the Sheriff or Undersheriff.

Step 2.

If the matter is not so resolved, the steward and/or the employee shall discuss the complaint with the Sheriff, or Undersheriff within fourteen (14) calendar days. Following the meeting with the Sheriff, if the issue is still not resolved it shall be reduced to writing on the regular grievance form provided by the Local Union, signed by the employee and presented to the Sheriff within fourteen (14) calendar days of the mandatory discussion with the Sheriff. The Sheriff shall answer said grievance within fourteen (14) calendar days of receipt of same.

Step 3.

If the grievance is not settled in Steps 1 and 2, the Union shall within seven (7) calendar days after the department's answer, request a meeting between the Union representatives and the Sheriff and/or his representative, the County of Saginaw may also be invited, to review the matter. Such meetings will be held within thirty (30) calendar days after the date of written request and the Employer will render his decision within seven (7) calendar days thereafter. The Employer and the Union may by mutual agreement extend the time limits of the grievance procedure.

Section 2. Arbitration

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

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne

equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

Section 3. Time Limitations

If the time limit is not met, by either party, then the grievance is settled in favor of the non-defaulting party. Unless otherwise specified, the term "days" as used in this Article shall mean Monday through Friday, exclusive of holidays.

ARTICLE 7

DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline

The Employer shall not discharge, suspend, or discipline an employee except for just cause. Before any disciplinary action is taken against a member, he shall be given an opportunity to state his position and offer any evidence immediately available to his supervisory officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within forty-eight (48) hours of the invocation of such discipline or discharge, except as specifically excepted herein. The notice will normally be delivered to the steward or alternate. If neither are at work, a telegram or facsimile to the Union headquarters shall be sufficient notice.

Section 2. Charges and Specifications

The charges resulting in such discipline or discharge shall be reduced to writing within forty-eight (48) hours of the Sheriff's or Undersheriff's decision to issue such charges, excluding holidays and weekends by the commanding officer recommending the action to the Sheriff. Copies shall be furnished to the Steward and the member against whom the charges are brought. The Union will receive notice of the final disposition of any disciplinary action. The employee shall sign a copy of the charge with the understanding that said signing does not necessarily constitute acceptance thereof.

Section 3. Specific Sections

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

Section 4. Representation

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

Section 5. Past Infractions

In imposing any discipline or current charge, the Employer will not base his decision upon any prior infractions of County or Departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge. Written reprimands shall be removed from the employee's personnel file

one (1) year from the date of issue. This shall not apply to notices of suspension. This also shall not apply if similar violations occur within one (1) year of the reprimand in question.

Section 6. Relieved of Duty.

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

Section 7. Special Investigation

If any member shoots, while in the line of duty, another person killing that person, that member may, at the Employer's discretion, be inactivated receiving full pay and benefits for a period of three (3) calendar days, except during periods of emergency. This period may be extended up to thirty (30) calendar days for medical reasons. During the inactivation period the employee must make himself available for investigative purposes.

Section 8. Reassignment

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

Section 9. Continuance of Benefits

If a member is suspended for disciplinary reasons, he shall not be entitled to his pay; however, he shall receive all other County benefits.

ARTICLE 8 PROBATION

Section 1.

New employees hired in the unit on a full time basis shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. There shall be no unit seniority among probationary employees. Newly hired Probationary employees are not eligible for insurance coverage until the probationary period is complete.

Section 2.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 1 of this Agreement.

ARTICLE 9
SENIORITY

Section 1.

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

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

Section 2.

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

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

Section 3.

For the first ninety (90) calendar days from the date of assignment to a supervisory position within the Sheriff's Department, an employee may upon request voluntarily return to the bargaining unit in line with his accumulated seniority.

Section 4.

Bargaining unit employees who were transferred or promoted prior to the effective date of this Agreement and employees subsequently transferred or promoted within the Sheriff's Department to a position outside the jurisdiction of this Agreement, may be returned to the position from which he/she was transferred or promoted with all Department seniority reestablished in this bargaining unit.

ARTICLE 10 PROMOTIONS

Section 1.

Whenever a vacancy occurs within the Command Unit, the then remaining members of the group shall evaluate the Sergeants from within the department and recommend to the Sheriff those deemed qualified. The recommendation shall not be binding on the Sheriff. Individuals considered for promotion to this unit may be required to have testing at the discretion of the Sheriff.

Section 2.

Those promoted into this unit shall be subject to the probationary period set forth in Article 8 of this Agreement. In the event the person promoted to the Command Staff cannot, in the opinion of the Sheriff, fulfill the duties of his/her new grade during his/her probationary period as a Command Officer, the Sheriff may reduce the employee back to his/her last grade level at the time he/she was elevated to the higher grade; or if the employee feels that he/she is not able to function in his/her new position, the employee may request to be placed back into his/her previous position.

Section 3.

Those promoted within this unit shall be subject to a six (6) month trial/training period whereby the Sheriff, in his/her sole discretion, may reduce the employee back to his/her last grade level at the time he/she was elevated to the higher grade; or if the employee feels that he/she is not able to function in his/her new position, the employee may request to be placed back into his/her previous position.

ARTICLE 11 LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who require time off from their employment, in addition to their regular paid time off (PTO). Employees must exhaust their PTO before becoming eligible for an unpaid leave of absence; except that employees shall have the option of maintaining no more than forty (40) hours of PTO while on an unpaid leave of absence.

In the case of a request for a medical leave of absence, a doctor's certificate may be required. The Employer reserves the right to review the doctor's certificate and prior to effecting the medical recommendations contained therein, to schedule the affected employee for an examination with a physician retained by the

Employer (at the Employer's expense) to reevaluate the employee's medical status and ability to perform his/her normal work duties.

In the event the employee's doctor and doctor retained by the County disagree, a third physician's opinion shall be obtained. The third doctor (whose fee will be split equally between the County and the employee) shall be appointed by a mutual agreement between the two previous doctors. The procedure of Medical Arbitration shall be used in any case involving a medical opinion.

Section 2.

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

Section 3.

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

Section 4.

An employee on an unpaid approved leave of absence will not accumulate seniority during the leave. The Employer shall continue to provide life insurance hospitalization, and dental benefits during the first thirty (30) calendar days of an unpaid personal leave of absence. After said thirty (30) day period the employee, if he/she chooses, shall make arrangements with the Employer for the continuation and payment of such benefits as permitted under COBRA.

Section 5.

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

Section 6. Military Leave

Except as herein provided, the reemployment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as afforded non-union employees in the Saginaw County Leave of Absence Policy Number 363, as amended on October 25, 2005.

Section 7.

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

- a.) Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer, if required to serve on jury duty for the full day. If employees are released prior to the end of the day, they shall report to their regular duty station once released from jury duty.

Section 8.

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

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

Section 9.

An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of two (2) years without pay. This leave may be extended by mutual agreement. Employees shall not accumulate benefits or seniority while on such leaves of absence. Whether educational leave is approved is at the discretion of the Sheriff.

Section 10.

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

ARTICLE 12
HOURS OF WORK AND PREMIUM PAY

Section 1.

The Sheriff shall establish the work week and work schedule of the bargaining unit. Coffee breaks and rest periods shall be taken as in accordance with Sheriff Department Policy and Procedures.

Section 2.

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

ARTICLE 13
HOLIDAYS

Section 1.

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

1. New Year's Day, January 1
2. Martin Luther King, Jr.'s Birthday, 3rd Monday in January

3. Presidents' Day, 3rd Monday in February
4. Good Friday Afternoon
5. Memorial Day, last Monday in May
6. Independence Day, July 4
7. Labor Day, 1st Monday in September
8. Veterans' Day, November 11
9. Thanksgiving Day, 4th Thursday in November
10. Day after Thanksgiving
11. December 24, Christmas Eve
12. Christmas Day
13. December 31, New Year's Eve

Section 2.

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

Section 3.

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, and such days are granted to other County employees they shall also be granted to Bargaining Unit Personnel if the holiday added is not in exchange for another holiday.

Section 4.

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

Section 5.

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. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday.

Section 6.

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

Section 7.

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

ARTICLE 14
PAID TIME OFF

Section 1.

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

Non-probationary Employees with more than 6 months and less than three (3) years of service shall accrue PTO in the amount of seventeen (17) days per year. Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period which is generally 6 months.

Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of nineteen (19) days per year.

Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of twenty one (21) days per year.

Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of twenty three (23) days per year.

Employees with fifteen (15) but less than twenty (20) years of service shall accrue PTO in the amount of twenty five (25) days per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of twenty-seven (27) days per year.

PTO time will not accrue during absence due to Workers Compensation or Paid Disability Leave after the first 90 days of a workers compensation or disability leave.

Section 2.

The maximum number of PTO hours that any CURRENT MEMBER of this unit (those employed in this unit prior to May 24, 2005) may accumulate in his/her PTO bank shall not exceed one thousand (1,000) hours.

The maximum number of PTO hours that any NEW MEMBER of this unit (those employed in this unit on or after May 24, 2005) may accumulate in his/her PTO bank shall not exceed seven hundred (700) hours, except as otherwise provided herein, In the case of a NEW MEMBER who joins this unit with more than seven hundred (700) hours in his/her PTO bank pursuant to his/her former collective bargaining agreement with Saginaw County, NEW MEMBER shall retain that number of hours when entering this unit, but said hours shall be limited as follows: All hours over 700 shall be reduced by one fifth (20%) per year so that the NEW MEMBER has no more than 700 hours by the end of the fifth (5th) year as a member of this unit. Should the NEW MEMBER separate from employment during this period for any reason, the NEW MEMBER shall not be compensated for more than 50% cash value for the unused PTO time up to a maximum of six hundred (600) hours, in accordance with Section 3 herein.

Section 3.

Upon termination of employment of any CURRENT MEMBER of this unit due to resignation, death, retirement,

dismissal or layoff, the CURRENT MEMBER shall be compensated at 50% cash value for the unused PTO time up to a maximum of eight hundred (800) hours (Maximum payment of 400 hours at CURRENT EMPLOYEE'S current rate of compensation) through date of termination that such employee has accrued.

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

Section 4.

Scheduled PTO time by classification and affected shifts, will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, after December 1st, each employee shall indicate on a yearly calendar his/her PTO request. Said request shall be submitted no later than January 1st. After January 1st, all employees who have failed to select their reserved PTO time will take whatever time is available on a first come first served basis. The sheriff will notify employees of approval of PTO periods within a reasonable time after January 1st, of the applicable year.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

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

Section 10.

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include excused time off with pay due to sickness or injury.

Section 11.

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

ARTICLE 15 DISABILITY LEAVE

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

ARTICLE 16 LONGEVITY

Section 1.

CURRENT MEMBERS of this unit (those employed prior to May 24, 2005) who have completed five (5) or more years of continuous service, as of December 1st of each year, shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service as of December 1st of each year. Regular full time CURRENT MEMBERS of this unit shall receive seventy dollars \$70 for each full year of continuous service. NEW MEMBERS of this unit (those employed after May 24, 2005) are not eligible for nor shall they receive longevity pay, unless they were receiving longevity pay pursuant to their former collective bargaining agreement with Saginaw County, in which case NEW MEMBERS shall receive longevity pay as if they were CURRENT MEMBERS.

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

ARTICLE 17 INSURANCE

Section 1. Health Insurance for CURRENT MEMBERS of this unit (those employed prior to May 24, 2005) and NEW MEMBERS of this unit (those employed after May 24, 2005)

The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for regular, full-time employees and their authorized

dependents as defined by the insurance carrier, effective six months following their employment and continued qualifying service.

The County shall continue to pay the premium for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependants of an employee killed or fatally injured as a result of an occurrence arising out of the employee's employment while the employee is actually on duty.

The coverage provided for CURRENT MEMBERS only shall be under the Saginaw County Health Care Program, with either the PPO Option #1 with a 20% employee co-payment or PPO Option #2 with a 10% employee co-payment, or PPO Option #8 with a 0% employee co-payment, or comparable coverage. The specifics are outlined in literature for either Options 1, 2 or 8. The coverage provided for NEW MEMBERS shall be under the Saginaw County Health Care Program PPO 8 with a 0% employee co-payment, or comparable coverage. The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service. If a NEW MEMBER joins this unit having PPO Option #1 or PPO Option #2, which was provided under his/her former collective bargaining agreement with Saginaw County, he/she shall be entitled to health care coverage as if he/she were a CURRENT MEMBER.

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

Effective January 1, 2010, 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 January 1, 2010, 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 Program details for more information.

Section 2. Health Insurance For Retirees

PART A – APPLICABLE TO CURRENT MEMBERS ONLY

To qualify for retirement health insurance, an employee must be "retired," by satisfying both the age and continuous length of service requirements associated with retirement under the MERS Defined Benefit plan, even if the employee is a member of the ICMA-DC pension plan.

An employee hired before January 1, 2001, and retiring from Saginaw County employment and his/her spouse at time of retirement shall be eligible to continue with the group health insurance option in which they are enrolled at the time of retirement 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 retirement. An employee hired on or after January 1, 2001, who similarly retires, shall be eligible for single (employee only) health insurance coverage in the group health insurance option in which he/she is enrolled prior to retirement at a rate established by the number of years of County services 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 retirement and agrees to participate in the employee's share program outlined in the table below. Employees may purchase insurance for non-covered eligible dependants at group rates, at their option.

Payment shall be in accordance with the number of continuous years 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.

Full Time Years of Service	Employer Pays	Employee Pays
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 & Over	90%	10%

Retirees shall be enrolled in the Current PPO program available to full time employees except that the Hospitalization/ medical insurance shall be converted to Medicare complementary coverage upon either the subscriber or a covered dependent becoming eligible and/or attainment of 65 years of age. The subscriber and his/her dependent must enroll in both Parts A and B of Medicare. If the plan member who becomes eligible for 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 he/she was enrolled prior to the conversion. It is each individual's personal responsibility to contact the Social Security administration regarding Medicare. The health care option in which the person is enrolled at the time of retirement must be the option that the retiree

remains covered under until conversion to Medicare complementary coverage. 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. It is also acknowledged that the health care option in which the person is enrolled will be the option under which he/she is covered until conversion to Medicare complementary coverage; there will be no opportunity to switch plans.

Employees who retire or terminate, and who are eligible for retirement health insurance, may elect to receive a monthly stipend of one hundred fifty dollars (\$150) per month in lieu of said coverage, provided that they are not covered under an Employer-paid health plan. This election is irrevocable.

PART B – APPLICABLE TO NEW MEMBERS

NEW MEMBERS shall not be eligible for retirement health insurance provided under PART A above or any other retirement health insurance that may be provided by the County in the future. NEW MEMBERS and those 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. The County 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 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.

If a NEW MEMBER joins this unit having been eligible for retirement health insurance coverage pursuant to his/her former collective bargaining agreement with Saginaw County, the NEW MEMBER shall be entitled to retirement health insurance coverage as if he/she were a CURRENT MEMBER.

Section 3. 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. Such liability insurance shall protect the employee where he might become legally obligated to pay compensatory damages of:

- a.) False arrest, detention or imprisonment or malicious prosecution.
- b.) Libel, slander or defamation of character.
- c.) Invasion of privacy, wrongful eviction or wrongful entry.
- d.) Assault and battery pursuant to, during and after arrest.

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 Sheriff's Department under whose authority the employee is acting, whether or not there is negligence in the doing or beyond the normal duty hours. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in 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 4. Life Insurance.

The Employer shall pay the full premium upon a term policy of group life insurance providing coverage to each employee on the first day of the month following completion of six (6) months of continuous service in the amount of \$50,000 and \$50,000 accidental death and dismemberment insurance. The amount reduces to 92 %, 84 %, 76 %, 68 %, 60 % and 50 % of the base amount on the employee's 65th, 66th, 67th, 68th, 69th and 70th birthdays, respectively.

The Employer shall pay the full premium for life insurance for all bargaining unit employees who retire on or after the first of the month following ratification from the County in the amount of \$4,000.

Section 5. Dental Insurance

The Employer agrees to pay the premium except as provided in Section 7 for a dental plan for employees and authorized dependents comparable to the Blue Cross Dental Plan of Michigan as follows:

Eligible Persons: Full-time permanent employees, their legal spouses and dependent children to the end of the calendar year in which they attain the age of 19 or dependent unmarried children until the end of the calendar year in which they attain the age of 25 if eligible as defined by the carrier.

Waiting Period: employees who are eligible shall be covered on the first day of the month following six months of completed full-time service.

Percentage:

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

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

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

\$1,500.00 maximum per person per contract year for Class I and II benefits.

Section 6. Health Insurance Offset

Employees eligible for coverage by Saginaw County both as an employee and as a dependent shall not be eligible for dual coverage. This does not exclude coverage by another Employer. Transfer from one group to the other may be accomplished only at the annual reopening.

An Employee who is eligible for enrollment in a County health insurance program may choose to receive One Hundred Fifty dollars (\$150) per month in lieu of such insurance coverage; provided, however the employee provides proof of another source of insurance and signs a statement attesting to said insurance coverage, and is not covered as a dependent on a County paid health plan.

If an employee's status changes such that he/she is no longer eligible for coverage 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 County in a timely manner or for any other reason not directly attributable to the County, the County shall in no way be held liable for health coverage during such lapse.

Section 7. Co-Pays

Employees shall pay 10% of the cost of dental insurance, and 20% of the cost of Health Insurance if PPO-1 is chosen and 10% of the cost of Health Insurance if PPO-2 is chosen. The Employer shall pay the remaining percent of the premium; provided however, the employee shall be responsible for the additional cost of sponsored dependent riders.

Section 8. Vision Insurance

Full time members of this bargaining unit, after the first day of the month following 180 days of service, and their dependents as defined by the Federal Internal Revenue Service, shall be eligible for vision insurance. Employees must enroll in the program and follow the requirements of the program. Vision Benefit includes eye exam, lenses and frames or contact lenses, once every 24 months. Commonly used frames and lenses are covered in full, after co-pay requirement have been met. Contact lens allowances are \$210.00 if medically necessary, and \$150.00 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 9. Wellness 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 10. 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 11. 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 18
LAY OFF AND RECALL

Section 1.

The word "layoff" means a reduction in the Command Staff due to a decrease of work or limitation in funds. Such layoffs shall not be arbitrary or capricious.

Section 2.

Employees will be laid off according to time in grade seniority on a classification basis provided the employees retained are able to perform the available work. Employees to be laid off shall have the option of taking layoff or exercise their unit seniority by bumping downward into the next lower classification in which they have the ability to perform the available work. Bargaining unit employees subject to layoff from the Unit shall be given the opportunity to exercise their Department seniority to bump into the highest paid classification in Units II and I, provided his/her Department seniority is greater than the Department seniority of the employee in Unit II or I.

Section 3.

Employees to be laid off for any period of time shall be given a minimum of fourteen (14) days notice of layoff. The Steward shall be given a list of employees being laid off on the same date the notices are issued to the affected employees.

- a.) When the Command Staff is to be increased or an opening occurs after a layoff, employees shall be recalled in reverse order of layoff.
- b.) Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
- c.) Employees will be granted up to two (2) weeks to return to work upon request.

Section 4.

In the event that the Sheriff is not reelected or the Undersheriff not reappointed to his present position and provided that the Sheriff or Undersheriff were members of the Rank and File of the Department for a minimum of four (4) years, either may revert back to their former positions in classification held prior to taking office or accepting their appointments. In returning to a position within the bargaining unit either employee shall have accumulated seniority while in the elected or appointed position.

ARTICLE 19
GENERAL

Section 1. Equipment

The Employer shall furnish to the employee all equipment deemed necessary to perform the duties assigned their classification and keep same in safe operating condition.

Section 2. Clothing

The Employer shall furnish employees all necessary equipment and articles of clothing required by the Sheriff in the performance of their duties.

Section 3. Ornamentation

The Employer shall furnish all necessary equipment such as patches, bars, stripes and name tags and replace such items as necessary.

Section 4. Service Records

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

Section 5. Range and Ammunition

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

Section 6. Union Representatives

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

Section 7. Training Expenses

The Employer shall pay the tuition, expenses, and provide proper transportation for schools or courses attended at the direction of the Employer. Employees will receive mileage at the current County rate if the class is held outside of Saginaw County (except for Delta College) and if transportation is not otherwise available. When training, schools or courses are held at Delta College, mileage and expenses shall not be provided for by the Employer.

Section 8. Mileage

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be accorded mileage allowance. The mileage compensation paid will be equal to the prevailing Internal Revenue Service Rate.

Section 9. Vehicles

If a vehicle should be regarded as defective, an employee must immediately inform his immediate supervisor. If the supervisor determines the car to be defective, he shall cause the vehicle to be removed from service.

until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 10. Time Lost

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

Section 11. Accidents

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

Section 12. Bulletin Board

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

Section 13. Schools and Training

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

Section 14. Higher Classification Pay

If an employee is required to work in a higher classification he shall receive the higher rate of pay in said classification, if the employee works in such classification for more than eight (8) hours in a pay period. Employees required to work in a higher classification for more than eight (8) hours in any pay period, shall be paid the higher rate of pay for all hours worked in the higher classification within such pay period, beginning with the first day. The Employer shall not assign other employees to such assignments to circumvent the payment to any employee assigned originally.

Section 15. Rest Period

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

Section 16. Bonds

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

Section 17. New Classification Pay

When the Employer assigns rates of pay to new classifications, the Union may challenge such rates through the Grievance Procedure.

Section 18. Lockers

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for inspection, except in cases of a court order, or in the presence of the officer or his designated representative or Steward.

ARTICLE 20 CLOTHING ALLOWANCE

Section 1.

A clothing allowance in the amount of \$450.00 per year shall be paid to all employees required to wear civilian clothing. Payment shall be based on twelve (12) equal monthly increments -- one-half (1/2) payable on or about June 15 and December 15 each calendar year. Employees required to wear civilian clothing shall receive payment on a prorated basis for those months they are required to wear civilian clothes.

Section 2.

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

ARTICLE 21 WORKER'S COMPENSATION

Section 1.

In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws. Any employee sustaining an occupational injury, shall receive the first seven (7) calendar days with pay not chargeable to any other benefit. The employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries.

Section 2.

An employee shall be entitled to use his PTO bank to supplement worker's compensation payments to 100 % of his regular net pay. Average net pay and worker's compensation payments shall be as defined by the applicable Michigan Worker's Compensation Laws. Supplementation shall be to the nearest full hour at the employee's regular rate of pay. All lost time must be substantiated by medical opinion. Supplementation of contested or litigated claims shall not be made until an award is made in favor of the employee.

Section 3.

Fringe benefits that will be provided for an individual on workers compensation will be Health Insurance,

Dental Insurance and Life Insurance. PTO will accrue for the first 90 days only. Insurance coverages will be continued under the provider's terms and conditions.

ARTICLE 22
PENSION

Effective January 1, 1994, the retirement program shall be as follows:

1. Michigan Municipal Employees Retirement System plan B-4 (2.5% of members final average compensation) multiplied by years and months of credited service. This benefit shall not exceed 80% of members final average compensation.
2. FAC 5 - Final average compensation is computed on the highest 60 consecutive months of earning, divided by 5.
3. F55/15, F60/6, E-2 and 25-out - Standard retirement requires age 55 with 15 years of service, or, age 60 with 6 years of service, or 25 years of service with no age requirement.
4. V-6 - Employees shall be vested (entitled to applicable pension benefits) after six years of credited service with pension payable at age 60.

Effective January 1, 1994, all new County employees shall become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following:

For CURRENT MEMBERS of this unit (those employed prior to May 24, 2005):

Employer Contribution	Employee Contribution	Total
6%	0%	6%
9%	3%	12%

For NEW MEMBERS of this unit (those employed after May 24, 2005):

Employer Contribution	Employee Contribution	Total
3%	0%	3%
6%	6%	12%

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

The employee shall select one of the above contribution plans initially upon being hired and this selection is irrevocable. Employees under the Defined Contribution Plan can retire at age 55 with 15 years of service, age 60 with six years of service or after 25 years of service with no age requirement.

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:

<u>Yrs of Service</u>	<u>Retained by Employee</u>
Up to 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 71 months	75%
72 months or more	100%

The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the Union harmless for employee liability related to the new program. Employees who join this unit as members of the Defined Contribution Program shall remain as members of that program.

If a unit member transfers to a lower unit as a result of their action, that person shall remain a member of the retirement plan offered to this unit for five years.

ARTICLE 23 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 changed wherever specified provisions for changes are made elsewhere in this Agreement.

ARTICLE 24 SALARIES

It is agreed that salaries shall be as indicated in Appendix "A", attached hereto and made a part hereof by reference. In addition to the wages presented in the wage chart in Appendix "A", Captains and Lieutenants shall be eligible to receive an On-Call stipend of \$5,250.00 annually based upon providing seventeen and one-third (17.33) weeks of 7 day on-call service, during which time designated duty employee will be available in a response ready mental and physical condition. The stipend will be paid in the regular payroll spread over 26 payrolls annually, and shall be computed in the members' final average compensation.

ARTICLE 25 FUNERAL LEAVE

In the event of a death in the employee's 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, or brother or sister's spouse, the employee shall be granted thirty (30) hours addition Paid Time Off (PTO). This additional paid time off shall be added to the employee's

current PTO bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO shall apply. The Sheriff will make every effort to grant PTO days, when requested, for purposes of bereavement, and such permission shall not be unreasonably withheld.

ARTICLE 26
SAVINGS CLAUSE

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

ARTICLE 27
TERMINATION OF AGREEMENT

Section 1.

This Agreement shall become effective as of the date of ratification by both the Union and the County of Saginaw, except the wage provision of this Agreement, which shall be retroactive to October 1, 2008. The Agreement shall continue in full force and effect to and including September 30, 2012, and from year to year, thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) 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, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2012, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

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

ARTICLE 28
DRUG TESTING
A. POLICY

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

Drug and/or alcohol testing and any actions occurring as a result of that testing, shall follow the policies and procedures of the Saginaw County Sheriff Department.

ARTICLE 29
PSYCHOLOGICAL TEST

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

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

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

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

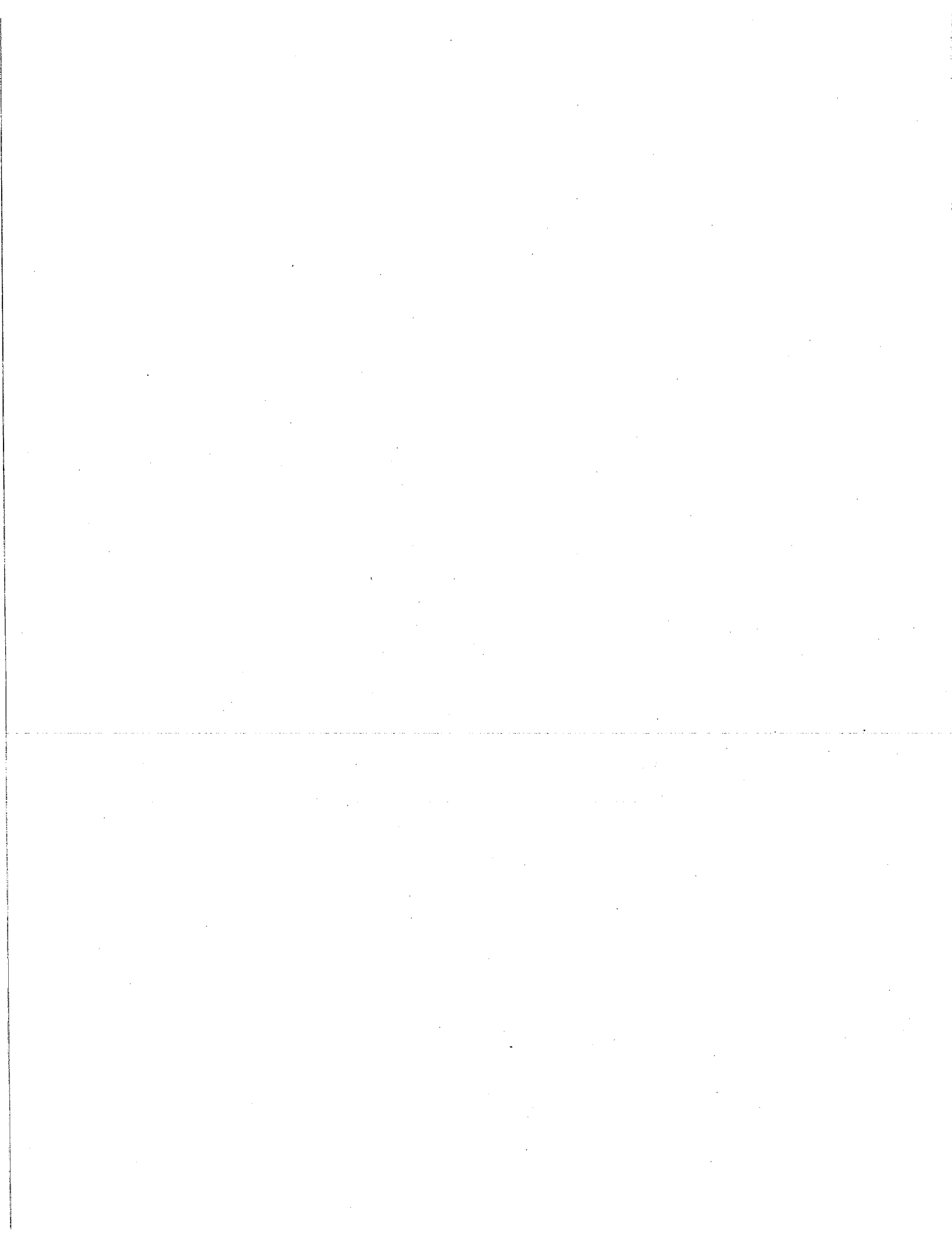
Testing will consist of two phases in most instances unless testing is specifically needed in test areas and is requested by a physician.

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

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

Test results will be kept confidential and will be kept by the attending Physician. The results may be used to place an employee on medical leave pending farther testing or treatment.

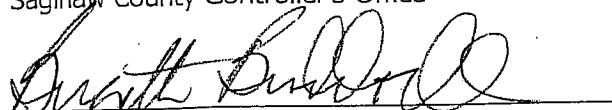
An employee determined unable to serve as result of this testing will be placed on the disability program.

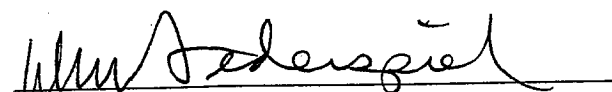


IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

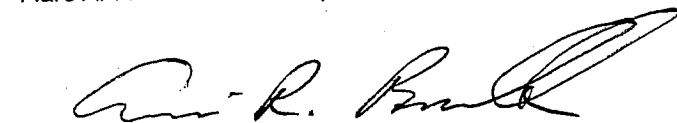
COUNTY

Saginaw County Board of Commissioners
Saginaw County Sheriff Department
Saginaw County Controller's Office


Bregitte Braddock, Chair, Board of Commissioners

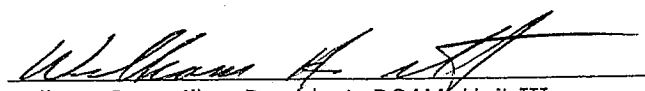

William L. Federspiel, Sheriff

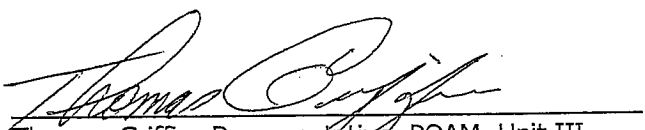

Marc A. McGill, Controller/CAO

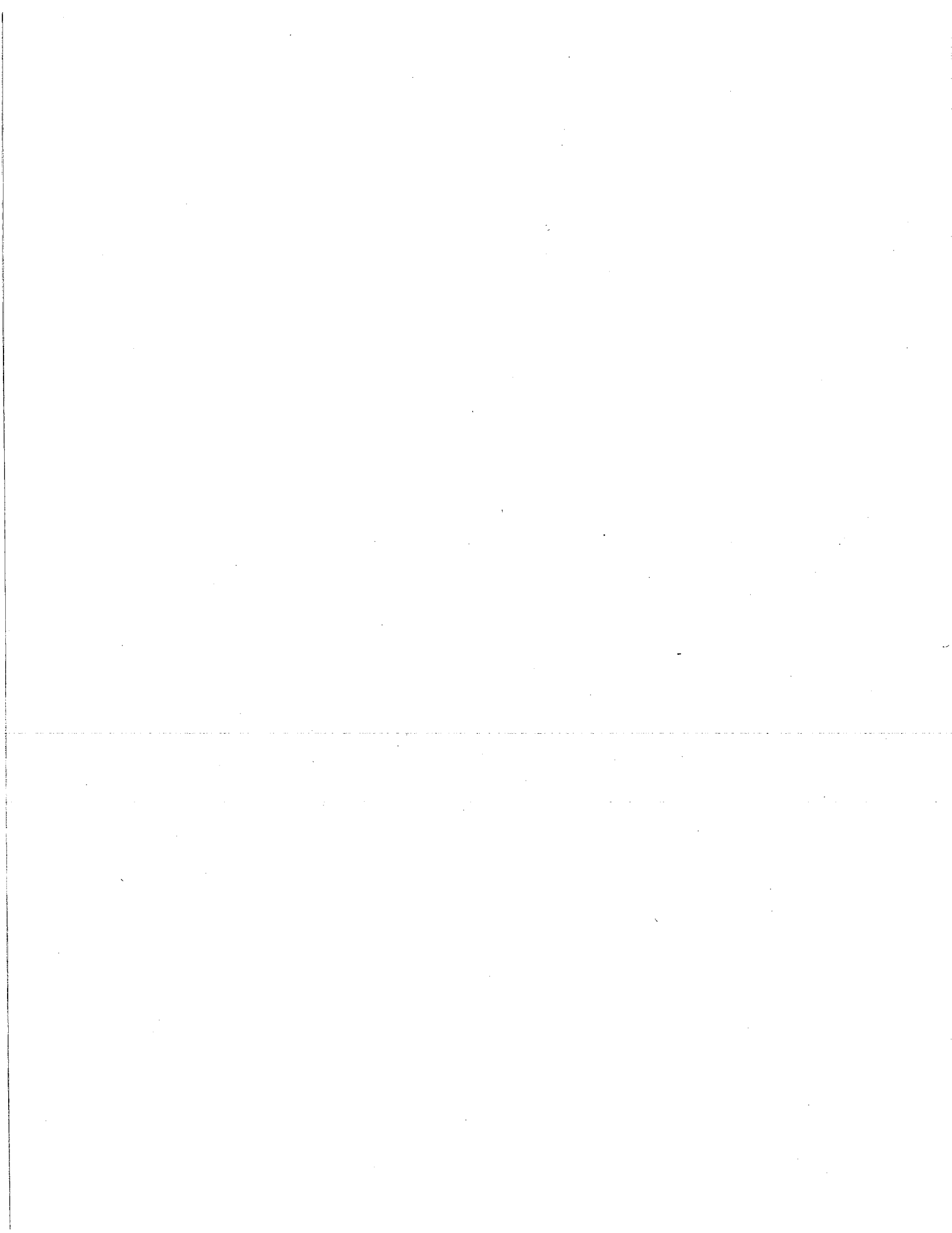

André R. Borrello, Labor Specialist

UNION

Police Officers Association Of Michigan (Command)


William Gutzwiller, President, POAM, Unit III


Thomas Griffin, Representative, POAM, Unit III



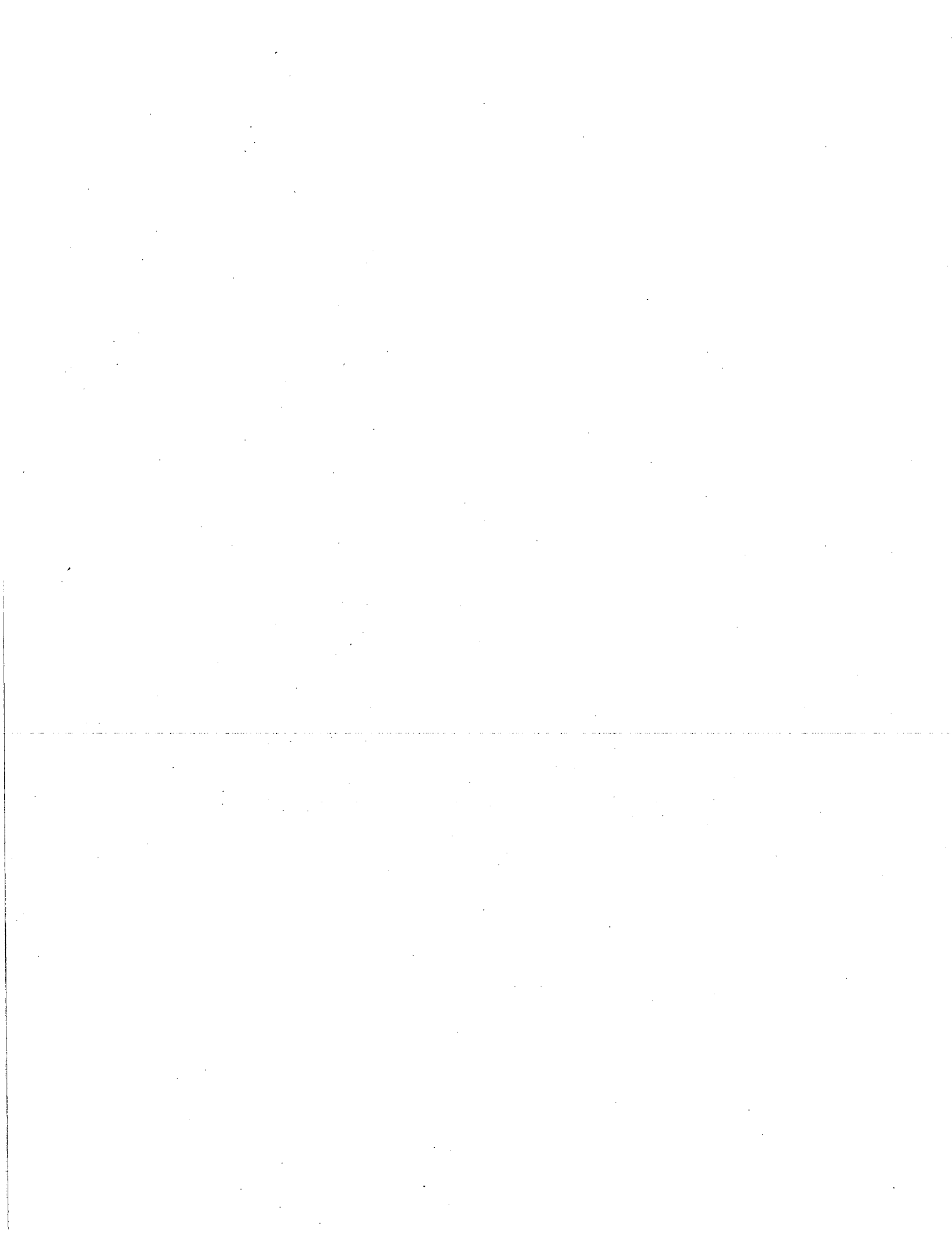
APPENDIX "A" - - WAGES
 SALARY PROGRESSION UNIT III
 SAGINAW COUNTY SHERIFF DEPARTMENT
 October 1, 2008 – September 30, 2012

Effective October 1, 2008: no wage increase.
 Effective October 1, 2009: no base wage increase, one-time lump sum payment equal to 1.75% of salary
 Effective October 1, 2010: no base wage increase, one-time lump sum payment equal to 1.75% of salary
 Effective October 1, 2011: no base wage increase, one-time lump sum payment equal to 1.75% of salary

In order to receive the lump sum payments, 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.

Captains	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	\$53,940	\$56,867	\$59,792	\$62,724	\$65,625	\$68,583

Lieutenants	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	\$50,430	\$53,101	\$55,864	\$58,623	\$61,382	\$64,147



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:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 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 (1st) day must however be provided to the satisfaction of the employer.

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

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

- 6.2 Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 6.1 except by County approved medical disability. Requests are submitted and processed through the Controller's Office 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:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: April 23, 2002; August 12, 2008

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:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

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

