

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAGINAW COUNTY PROBATE COURT  
JUVENILE DETENTION CENTER

AND

GOVERNMENTAL EMPLOYEES LABOR COUNCIL  
SAGINAW COUNTY PROBATE COURT  
JUVENILE DETENTION CENTER  
DETENTION YOUTH CARE SPECIALIST

EFFECTIVE

OCTOBER 1, 2009 – SEPTEMBER 30, 2013

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## DETENTION YOUTH CARE SPECIALIST CONTRACT

OCTOBER 1, 2009 through SEPTEMBER 30, 2013

This Agreement, made effective the 24<sup>th</sup> day of August, 2010, by and between the COUNTY OF SAGINAW, a municipal corporation, having offices at 111 South Michigan Avenue, Saginaw, Michigan, and the 10<sup>TH</sup> CIRCUIT COURT, FAMILY DIVISION, SAGINAW COUNTY JUVENILE DETENTION CENTER, 3360 Hospital Road, Saginaw, Michigan, hereinafter referred to as "EMPLOYER"; and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, DETENTION YOUTH CARE SPECIALISTS UNIT, SAGINAW COUNTY JUVENILE DETENTION CENTER, hereinafter referred to as "UNION."

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the SAGINAW COUNTY JUVENILE DETENTION CENTER OF THE COUNTY OF SAGINAW in its capacity as an EMPLOYER, its employees, the UNION and the citizens of the County of Saginaw, Michigan.

### ARTICLE I MANAGEMENT RIGHTS

Unless specifically limited by provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the EMPLOYER in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe reasonable departmental rules and regulations, to decide the services to be provided the public, schedules of work, work standards, and the procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated.

The exercise of the foregoing rights and responsibilities shall be limited by other provisions of this Agreement as well as the Constitution and the laws of the State of Michigan and the Constitution of the United States.

### ARTICLE 2 RECOGNITION: AGENCY SHOP AND DUES

#### Section 1. Recognition.

- A. The EMPLOYER recognizes and acknowledges that the UNION is the exclusive representative and collective bargaining representative 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 Detention Youth Care Specialists, but excluding all full-time Detention Supervisors, Assistant Director, Director, Kitchen Staff, Kitchen Supervisor, medical personnel, custodial, maintenance, on-call Detention Youth Care workers, and all other employees.

- B. With the exception of the Assistant Director and in emergency situations, the EMPLOYER agrees to respect the jurisdictional rules of the UNION and shall not direct or require their employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit. However, this shall not apply to on-call part-time employees.

## Section 2. Agency Shop.

- A. Membership in the UNION is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the UNION, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.
- B. Membership in the UNION is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The UNION is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the UNION. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the UNION, and this Agreement has been executed by the EMPLOYER, after it has satisfied itself that the UNION is the choice of a majority of the employees in the bargaining unit.

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

- C. In accordance with the policy set forth under paragraphs A and B of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the UNION, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the UNION, which shall be limited to an amount of money equal to the UNION'S regular and usual dues. For present regular employees such payments shall commence immediately and for new employees the payment shall start thirty-one (31) days following the date of employment.

If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of

Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3. Check off. The EMPLOYER agrees to deduct from the pay of all employees covered by this Agreement the dues, and/or uniform assessments of the UNION and agrees to remit to said UNION all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by employees, the same is to be furnished in the form required.

The UNION shall certify to the EMPLOYER in writing the required authorization dues check-off form from each employee showing the amount to be deducted for each month from the pay of such member, and the EMPLOYER shall deduct such amount from the first pay check following receipt of statement of certification of the member by the dues check-off form and remit electronically to the UNION in one lump sum and send such amount to the Governmental Employees Labor Council, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083.

The EMPLOYER shall add to the list submitted to the UNION, the names of all regular and new full-time employees hired since the last list was compiled and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the UNION to pay such dues in advance.

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

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

### ARTICLE 3 EXTRA CONTRACT AGREEMENTS

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

ARTICLE 4  
SENIORITY

Section 1. New Employees. 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. The EMPLOYER may terminate probationary employees with or without just cause. 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 seniority among probationary employees.

The UNION shall represent probationary employees for the purpose of collective bargaining only with respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 2 of this Agreement. Probationary employees shall have no right to the grievance/arbitration process under Article 7 for matters related to discipline or discharge.

Section 2. Seniority List. The EMPLOYER shall post or provide a current updated list of the employees arranged in order of their seniority.

Section 3. Layoff - Recall.

- A. The parties agree that a bona fide occupational qualification exists in the male and female units and consequently, in reducing the work force because of lack of work or other legitimate cause, classification seniority within Units A, B, C and D, and classification seniority within Unit D shall prevail in the layoff and recall of employees.

Supervisory employees subject to layoff may exercise their bargaining unit seniority and bump a less senior Detention Youth Care Specialist in his/her respective unit, provided he/she has the greater unit seniority and provided further, she/he can perform the available work.

The last employee laid off in the male units shall be the first to be recalled to the male units, and the last employee laid off in the female unit shall be the first to be recalled to the female unit.

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

Section 4. Controversies. Any controversy over seniority standing of any employee on the seniority list may be submitted to the grievance procedure.

Section 5. Loss of Seniority. An employee's seniority and his/her employment relationship with the Saginaw County Juvenile Detention Center and Saginaw County shall terminate upon the occurrence of any of the following:

- A. Voluntary quit.
- B. Discharge for cause and not return to work through the grievance procedure.
- C. Layoff or absence because of illness or injury not covered by Workers' Compensation for a continuous period in excess of the employee's seniority at the time of layoff or absence because of illness or injury for one (1) year, whichever is shorter, provided however, that absence due to compensable disability incurred during the course of employment shall not break continuous service, provided the employee has returned to work within five (5) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.
- D. Absence from work for a period of three (3) consecutively scheduled work days without notification to the EMPLOYER.
- E. Retirement.

Section 6. Shift Preference. In December of each year, employees shall select which regular shift they work in accordance with their seniority.

Seniority shall prevail in terms of assignment to first, second, or third.

Intrashift Assignment: At the discretion of the administration, staff may be reassigned positions within the shift selected by the employee first, second, or third.

Reassignment can be immediate; however, if assignment requires a change in days off, in other words working a different schedule, one week's prior notice shall be given.

Where an employee returns to work with medical restrictions and is assigned to the third (3rd) shift, the displaced third (3rd) shift employee shall be assigned to the regular shift of the medically restricted employee, except however, the displaced third (3rd) shift employee may exercise his/her seniority to bump the least senior employee in the same classification on another shift. The bumped employee shall be assigned the regular shift of the medically restricted employee. Shift preference shall take effect January of each year.

Reassignment to the third (3rd) shift or other work assignment due to medical restrictions is at the EMPLOYER'S discretion.

## ARTICLE 5 NON-UNIT WORK

Section 1. Non-Unit Work. Employees who leave the classifications of work covered by this Agreement, but remain in the employ of Saginaw County, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit provided such return occurs within thirty (30) days of initial departure.

## ARTICLE 6 DISCHARGE - DISCIPLINE - DISCRIMINATION

### Section 1. Discharge and Suspension.

- A. The EMPLOYER may discharge or suspend any employee for just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the UNION and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such suspension or discharge is dishonesty or drunkenness or other serious misconduct. The warning notice as herein provided shall not remain in effect for a period of more than two (2) years from the date of said warning notice. Suspension or warning notice must be made in proper written form to the employee and the Union.
- B. Minor discipline such as oral warnings, written reprimand letters of coaching or counseling or constructive criticism shall remain in effect for purposes of disciplinary action for not more than two (2) years.

Section 2. Union Activities. Any employee, member of the UNION, acting in any official capacity whatsoever, shall not be discriminated against for their acts as such officer of the UNION so long as such acts do not interfere with the conduct of the EMPLOYER'S business, nor shall there be any discrimination against any employee because of UNION membership or activities.

## ARTICLE 7 ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. Definition, Purpose, and Coverage. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow downs, walkouts



or any cessation of work, or lock outs. Grievances shall be limited to matters of interpretation or application of this Agreement.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION. In the event a matter cannot be settled in this manner, the question may be submitted to the grievance procedure as herein provided.

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

Step 1. Oral Complaint. Any person aggrieved by any action on the part of management under the terms of this Agreement shall have the right to orally inform his/her supervisor within three (3) working days of said action. Said supervisor shall have three (3) working days in which to give an oral response.

Step 2. Written Response. Any person aggrieved by any action on the part of management shall have the right to reduce said grievance to writing and submit same to his/her supervisor within five (5) working days of receiving the supervisor's response in Step 1. Said supervisor shall have seven (7) working days from receiving the grievance to respond in writing.

Step 3. In the event the grievance has not been resolved in Step 2, then the grievant may present the grievance to the Assistant Director of Detention within five (5) working days of receiving the answer in Step 2. The Assistant Director of Detention shall have ten (10) working days from receipt of said grievance in which to render a decision. In the event the Assistant Director is not able to render a decision within ten (10) working days, then the Assistant Director, upon written notification to the UNION of same, shall automatically have an additional five (5) working days in which to answer said grievance.

Step 4. In the event said grievance is not resolved in Step 3 above, then the grievant may present the grievance to the Director of Detention within five (5) working days of receipt of an answer in Step 3. The Director of Detention shall have ten (10) working days from receipt of said grievance in which to render a decision. In the event the Director is not able to render a decision within the ten (10) working days, then the Director, upon written notification to the UNION of same, shall automatically have an additional five (5) working days in which to answer said grievance.

Step 5. Mediation. In the event said grievance is not resolved in Step 4 above, then the grievant shall have seven (7) working days from receipt of the answer to file with the Michigan Employment Relations Commission for mediation. Either party may write a letter to the Michigan Employment Relations Commission requesting that a representative be sent for the

purpose of mediating said grievance. A copy of the request shall be sent to the other party. It is agreed by and between the parties that the Michigan Employment Relations Commission shall have the right to fully decide all matters before it, and it is furthermore agreed by and between the parties that in the event either party is aggrieved by the decision of the Michigan Employment Relations Commission, that party shall have twenty-one (21) working days from receipt of said notice of the decision of the Michigan Employment Relations Commission to file for arbitration with the Federal Mediation and Conciliation Service.

Step 6. Arbitration. In the event of failure to adjust the grievance prior to this point, either party may, within twenty-one (21) working days of a decision of the Michigan Employment Relations Commission, appeal to an impartial arbitrator. Notice of Appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of request for arbitration by either party, the other shall be obligated to proceed in the following manner:

- A. The parties shall attempt to agree upon an arbitrator.
- B. If the parties fail to agree upon an arbitrator within five (5) working days from the date of receipt of the request for arbitrator, the party requesting the arbitration shall, within ten (10) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary arbitration rules then in effect. Both parties shall have the right to alternately strike arbitrators until such time as an arbitrator can be agreed upon.
- C. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to change, alter, modify, add to or in any way disrupt the terms of the contract. The arbitrator shall have the power and jurisdiction to determine whether or not a grievance, dispute, or complaint is arbitrable under the terms and conditions of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without recommendation.
- D. The arbitrator shall conduct a hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

- E. The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.
- F. The arbitrator's fees and travel expenses shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

Step 7. If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within fifteen (15) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The party shall then appeal to the Presiding Judge of the Family Division for Saginaw County to hear the grievance de novo. The parties shall proceed in the following manner:

- A. The hearing shall be conducted in the manner prescribed by the hearing judge. The findings and recommendations of the arbitrator shall be admissible as evidence by either party. The hearing shall be held within thirty (30) calendar days upon notice to the Presiding Judge of the Family Division.
- B. The Judge shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but shall not have the power to alter, change, or modify the terms of the contract. The hearing judge shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without decision. The decision of the hearing judge shall be final and binding on both parties as to any and all matters.
- C. The hearing judge shall submit his/her decision in writing to both parties within thirty (30) calendar days from the date of the conclusion of the hearing or at such time as the court needs in order to render a decision.

Section 2. Limitations of Authority and Liability.

- A. No employee, UNION member or other agent of the UNION shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.

However, in all cases of any illegal strike, slowdown, walkout, or any unauthorized cessation of work, the UNION shall not be liable for damage resulting from such unauthorized acts of its members.

While the UNION shall undertake every reasonable means to induce such employees to return to their jobs during any such time period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the EMPLOYER shall have the sole and complete right of reasonable discipline. Such UNION member shall not be entitled to or have any recourse to any other provision of this Agreement.

- B. Grievance Rules. For purposes of this Article, working days are defined as Monday through Friday, excluding holidays.

Time limits may be extended in the grievance procedure by mutual agreement of the parties in writing. Written grievances shall be signed by the grievant and either the Chief Steward or Alternate, and/or the Union Field Representative unless the grievant is unable to sign the grievance because of extenuating circumstances. Grievances affecting more than one bargaining unit employee may be signed by the Chief Steward or Alternate and filed as a class action grievance.

Section 3. The EMPLOYER shall have the right to immediately discharge any UNION member participating in any illegal strike, slowdown, walkout or any other illegal cessation of work, and such UNION member shall not be entitled to have any recourse to any other provision of this Agreement.

Section 4. Should either party not accept and abide by the procedure set forth in this Article or the decisions resulting therefrom, then in such instance, either party shall have the right of other legal recourse.

Section 5. The cost of the impartial arbitrator shall be shared equally by the EMPLOYER and the UNION.

Section 6. Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 7 of the Agreement may be summarily discharged by the EMPLOYER without liability on the part of the EMPLOYER or the UNION.

Section 7. The failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the

decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the EMPLOYER or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. As stated in Section 2(B), all time limits may be extended by mutual agreement. Any of the steps herein may be waived by mutual agreement of the parties.

## ARTICLE 8 STEWARDS

Section 1. Stewards. The EMPLOYER recognizes the right of the UNION to designate a Chief Steward and alternate from the EMPLOYER'S seniority list. The authority of the Chief Steward and alternate so designated by the UNION shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with their EMPLOYER or designated EMPLOYER representative, provided that the investigation of a grievance does not interfere with the normal operations of the EMPLOYER. The Assistant Director or the Director must first approve any interview of a resident which shall not be unreasonably withheld. Thereafter, the Assistant Director, the Director, or their designee must be present during the interview.
2. The collection of dues when authorized by appropriate UNION action.
3. The transmission of such messages and information, which shall originate with, and are authorized by the UNION or its officers, provided such messages and information:
  - a. have been reduced to writing; or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with EMPLOYER'S business.

Section 2. No Strike. The Chief Steward and alternate have no authority to take strike action, or any other action interrupting the EMPLOYER'S business. The EMPLOYER recognizes these limitations upon the authority of the Chief Steward and alternates, and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Chief Steward or his alternate has taken strike action, slowdown or work stoppage in violation of this Agreement.

Section 3. Representation Time. The Chief Steward or alternate shall be permitted reasonable time to investigate, present and process grievances on the EMPLOYER'S property without loss of time or pay during his regular working hours, and where mutually agreed to by the UNION and the EMPLOYER, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances

during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

The Chief Steward shall be granted super-seniority for layoff and rehire purposes.

## ARTICLE 9 LEAVES OF ABSENCE

Section 1. Employees shall be eligible to apply for leaves of absence after completion of their probationary period (six (6) months) of service with the EMPLOYER. Leaves of absence are for employees who require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Director of Detention. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Assistant Director of Detention shall indicate his/her approval or disapproval and return the decision to the employee with notification to the UNION as noted in Section 3. Employees shall be required to utilize any Paid Time Off (PTO) available to them while on approved leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) hours in his/her bank throughout the leave of absence if requested and granted through the appropriate court official prior to the approval of the leave of absence.

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

Section 4. An employee on an approved leave of absence will continue to accumulate seniority, however, the time shall not count toward progression on the pay scale, holiday pay, funeral leave or PTO accrual.

Section 5. Military Leave. Except as herein provided, the reemployment rights of employees and probationary employees after military service will be limited by applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as afforded non-union employees in County Policy No. 363 dated October 25, 2005, as amended.

Section 6. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report to the courthouse for jury duty.

A. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time spent in jury services. Seniority and benefits will continue to accrue for the employee while on jury duty. Employees will be paid for the full day less amount received for jury duty.

B. Employees shall be granted paid leave regardless of the shift they are working, provided, that an employee is actually summoned to appear as a juror. Employees who are merely asked to be placed in a jury pool but do not have to report to a jury assignment shall not be paid. Employees shall inform their supervisor of:

1. The alphabetical jury pool that they are placed in;
2. The date and times to which they are to report; and
3. All employees who are summoned as jurors who are required to remain at the courthouse for four (4) hours or less shall return to work, or shall be expected to work their regular shift.

Section 7. Witness Fees. Employees required either by the County of Saginaw or any other agency to appear before a court or such agency on any matter 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 with pay (as set forth in the following paragraph) for the period during which they are 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 the time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the EMPLOYER.

Section 8. Union Leave. The EMPLOYER agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the UNION to attend a labor convention or serve in any capacity on other official UNION business, provided forty-eight (48) hours' written notice is given to the EMPLOYER by the UNION, specifying the length of time off. No more than one (1) employee at any one time shall be granted UNION leave, except by approval of the Director.

Section 9. In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave, unless mutually agreed upon between the EMPLOYER and the employee before such leave starts.

Section 10. It shall be the duty of the employee to keep the EMPLOYER notified of his/her proper address and telephone number at all times.

Section 11. In the event of a death in the employee's close or immediate family, specifically the following relationships: mother, father, sister, brother, spouse, child, step-child, legal guardian, parent-in-law, grandparents, grandchildren, current step-parents, and brother or sister of spouse, the employee shall be excused without loss of pay, on those days which the employee has been scheduled to work for a period of four (4) work days. The employer may grant additional days, however, the employee shall be required to use PTO time for any additional days beyond the four (4) days specified in this section.

Section 12. Family Leave. Policy shall be in accordance with County Policy No, 365 dated January 20, 2009, as amended, subject to law.

ARTICLE 10  
PAID TIME OFF

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

- Employees with less than three (3) years of service shall accrue PTO in the amount of one hundred thirty-six (136) hours per year.
- Employees with three (3) years but less than five (5) years of service shall accrue PTO in the amount of one hundred fifty-two (152) hours per year.
- Employees with five (5) years but less than ten (10) years of service shall accrue PTO in the amount of one hundred sixty-eight (168) hours per year.
- Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of one hundred eighty-four (184) hours per year.
- Employees with fifteen (15) years but less than twenty (20) years of service shall accrue vacation in the amount of two hundred (200) hours per year.
- Employees with twenty (20) years or more of service shall accrue PTO in the amount of two hundred sixteen (216) hours per year.

Section 2. The accumulation of PTO hours shall be limited to seven hundred (700) hours.

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

Section 4. PTO time will be used in the following manner. There will be three (3) sub-categories of PTO time: STO for scheduled time off; UTO for unscheduled time off; and DTO for discretionary time off.

- STO: 1. Scheduled time off shall be defined as time off granted during January of each calendar year as requested by the employee.



The EMPLOYER shall inform employees of their STO requests as soon as possible.

2. Scheduled time off shall be awarded based on seniority in reference to the period selected. Each employee shall receive one STO period per year, which shall not exceed ten (10) working days. STO periods shall be awarded to not more than one (1) male and one (1) female employee per period. An STO period is defined as any period of time from three (3) working days to ten (10) working days. The approval is for the leave period requested only. However, the actual granting of the leave is in the sole discretion of the administration.
3. All requests must be made no later than January 15 of each year. No request made after January 15 shall be honored, irrespective of the reason for delay.

DTO: Discretionary time, personal leave necessary from time to time that is scheduled forty-eight (48) hours in advance may be scheduled in any year with the approval of the administration and provided that it is for no less than eight (8) hours in length.

UTO: Unscheduled time off is limited to sixty-four (64) hours for emergency situations. After the use of sixty-four (64) hours of unscheduled leave, emergency absences will not be paid and will be referred to the progressive discipline process.

If an employee starts a leave period by utilizing unscheduled time off (failure to provide forty-eight (48) hours' advance notice with supervisory approval) any additional continuous time off will require EMPLOYER approval. Failure to receive EMPLOYER approval will result in all time off being counted toward the sixty-four (64) hour unscheduled time off limit. Period under review shall be from January 1 to December 31. At sixty-five (65) hours an employee shall receive a reprimand.

Violation of this section shall result in the following discipline:

56 hours letter or notice (This is a non-disciplinary letter)

65 or more hours not to exceed 72 is a written warning

0-8 additional hours is a one day suspension

0-8 additional hours is a three day suspension

0-8 additional hours further disciplinary action up to and including discharge

An employee exceeding 72 hours concerning the first occurrence will immediately be placed at the appropriate level.

Section 5. PTO time 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 time off (STO or DTO), his time off (STO or DTO) for the number of days documented as ill may be rescheduled with concurrence of a supervisor. Evidence of illness may be required by the EMPLOYER.

Section 7. 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 DTO, the holiday will be allowed and the DTO leave will be extended accordingly by request prior to taking vacation, provided the scheduled DTO covers five (5) or more continuous scheduled work days.

Section 9. Except as otherwise granted in this section and subject to FMLA Leave as provided by Article 9, Section 12, and as otherwise provided by law, absence when an employee's PTO bank has been exhausted shall not be approved without written permission from the EMPLOYER.

#### ARTICLE 11 TARDINESS

Section 1. The EMPLOYER retains the right to establish policy and procedure regarding tardiness independent of the sixty-four (64) hours allowed for unscheduled time off, within the PTO article in this collective bargaining agreement.

#### ARTICLE 12 DISABILITY LEAVE

Section 1. Disability Leave shall be in accordance with County Policy No. 361, as amended on August 12, 2008.

ARTICLE 13  
MAINTENANCE OF STANDARDS

The EMPLOYER agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specified provisions for change are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the EMPLOYER or the UNION in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 14  
INSPECTION PRIVILEGES

Authorized agents of the UNION shall have reasonable access to the EMPLOYER'S establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the EMPLOYER'S working schedule. The agent will schedule his visit in advance with the Juvenile Center Director.

ARTICLE 15  
POSTING - BULLETIN BOARDS

Section 1. Each employee shall be furnished a copy of this contract by the UNION.

Section 2. Union Bulletin Boards. The EMPLOYER agrees to provide suitable space for the UNION bulletin board. Posting by the UNION on such boards is to be confined to official business of the UNION.

ARTICLE 16  
INSURANCE

Section 1. Health Insurance. The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for full-time employees and their authorized dependents as defined by the insurance carrier effective the first day of the month following six (6) months of completed full-time service.

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

The coverage provided for employees hired into the Union on or before November 9, 2004 (hereinafter "CURRENT EMPLOYEES") will be under the Saginaw County Health Care Program, with either the PPO Option #1 with a twenty percent (20%) employee co-payment of premium, PPO Option #2 with a ten percent (10%) employee co-payment of premium, or PPO8, with a zero co-payment of premium. Employees may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods.

The coverage provided for employees who became County employees and members of the Union after November 9, 2004 (hereinafter "NEW EMPLOYEES") will be under the Saginaw County Health Care Program PPO8 with no co-payment of premium. NEW EMPLOYEES may elect to purchase, or "buy up" to PPO Option #1 or PPO Option #2 at a cost equal to the actual difference plus any administrative expenses, as determined exclusively by the County Controller's office, between PPO8 and the coverage elected by the NEW EMPLOYEE. All costs associated with a NEW EMPLOYEE'S election to purchase a plan other than PPO8 shall be borne exclusively by the affected NEW EMPLOYEE and the County shall incur no costs or expenses whatsoever related to any NEW EMPLOYEE'S election to choose a plan other than PPO8. The Employer reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.

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

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

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

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

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

See Saginaw County Health Care Program details for more information.

Upon ratification, the Employer will provide a special open enrollment period of fourteen (14) calendar days, so that eligible members may change from the option chosen during the previous open enrollment period.

Section 2. Retiree Health Insurance for CURRENT EMPLOYEES only. An employee hired before January 1, 1996, and his/her spouse at time of retirement shall be eligible for dual (employee and spouse) health insurance coverage at a rate established by the number of years of County service listed in the table below, provided proper application is made prior to retirement and the employee and/or their spouse 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.

An employee hired on or after January 1, 1996, shall be eligible for single (employee only) health insurance coverage at a rate established by the number of years of County service listed in the table below, provided proper application is made prior to retirement and the employee 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.

To be eligible for retiree health insurance, an employee must satisfy both the age and continuous length of service requirements associated with retirement under the MERS defined benefit plan, even if they are members of the defined contribution plan. Payment shall be in accordance with the number of continuous years of service actually worked for the EMPLOYER, regardless of the total number of credited years of service held by the employee for purposes of calculating the County Defined Benefit Pension through MERS.

<u>Years of Service</u>	<u>FULL TIME Employer Pays</u>	<u>Employee Pays</u>
6	20%	80%
7	25%	75%
8	30%	70%
9	35%	65%
10	40%	60%
11	45%	55%
12	50%	50%
13	55%	45%
14	60%	40%
15	65%	35%
16	70%	30%
17	75%	25%

18	80%	20%
19	85%	15%
20	90%	10%

All retirees may continue the current PPO program or other health insurance plan within which they are enrolled at the time of retirement, except that the hospitalization insurance for retirees and authorized dependents, as applicable, shall be converted to Medicare Complementary Coverage upon either the subscriber or a covered dependent becoming eligible for Medicare. The subscriber and his/her dependent must enroll for both Parts A and B of Medicare. If the plan member who becomes eligible for the Medicare conversion dies before the other plan member is eligible for Medicare, then the surviving plan member shall be transferred to the PPO Plan in which they were enrolled prior to the conversion. 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. Employees who are eligible to receive retiree health benefits and who are retiring may choose, instead of retiree health benefits, the Option to Health Insurance Coverage as detailed in Section 4, below. However, if this option is chosen at retirement there shall be no provision for re-entry into the retiree health coverage program, under any circumstances. The Employer reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.

Section 3. Retirement Health Savings Plan for NEW EMPLOYEES. NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 2 above or any other retirement health insurance that may be provided by the Employer in the future. NEW EMPLOYEES and those employees previously enrolled in the former RHS plan shall thereby be enrolled in an employer-sponsored Health Care Savings Program ("HCSP") per the Employer's agreement with MERS or its equivalent. The Employer will contribute 1% of qualifying employees' salary to the HCSP and those enrolled are mandated to contribute a percentage of their salary ranging from 0.25% to 7%. This amount may be increased at any time, but never decreased, per the HCSP's rules. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Section 4. Option to Health Insurance Coverage. An employee who is eligible to receive or is presently enrolled in a County health insurance program may choose to receive One Hundred Fifty and 00/100 Dollars (\$150.00) per month in lieu of such insurance coverage; provided however the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, must not be covered as a dependent of a County employee.

If an employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.), the employee may reenter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the EMPLOYER in a timely manner, or for any other reason

not directly attributable to the EMPLOYER, the EMPLOYER shall in no way be held liable for health coverage during such lapse.

Section 5. Dental Insurance. The EMPLOYER agrees to pay the premium except as otherwise provided in this Article for a dental plan for employees and authorized dependents as follows:

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

Waiting Period: Employees who are eligible shall be covered on the first (1st) day of the month following six (6) months of completed full-time service.

Percentage:

Class I - One hundred percent (100%) (preventive, diagnostic, and emergency palliative)

Class I - Eighty percent (80%) (radiographic, oral surgery, restorative, periodontics, endodontics)

Class II - Fifty percent (50%) (bridges, partials and dentures)

One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) maximum per person per contract year for Class I and Class II benefits.

Section 6. Life Insurance. The EMPLOYER shall pay the full premium for group term life insurance providing coverage to each full time employee in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00) Accidental Death and Dismemberment insurance effective the first (1st) day of the month following completion of six (6) months continuous services. The amount reduces to 92%, 84%, 76%, 68%, 60%, and 50% of the above amount on the employees' 65<sup>th</sup>, 66<sup>th</sup>, 67<sup>th</sup>, 68<sup>th</sup>, 69<sup>th</sup>, and 70<sup>th</sup> birthdays respectively. Employees who retire on or after the effective date of this agreement will be insured for Four Thousand and 00/100 dollars (\$4,000.00) of group term life.

Section 7. Liability Insurance. The EMPLOYER shall provide, at no cost to the employee, liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this Section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the EMPLOYER under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the 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 Fifteen Million and 00/100 Dollars (\$15,000,000.00) and shall include the cost of defense, including attorney fees.

Section 8. Dual Coverage. Employees and retirees shall not be eligible for dual coverage as both as sponsor and a dependent for any insurance coverage under this agreement.

Section 9. Employee Co-payment. In respect to the insurance coverages designated in Sections 1 and 5 of this Article, it is agreed that employees shall pay ten percent (10%) of the premium cost of PPO Option #2; ten percent (10%) of the premium cost of dental insurance; twenty percent (20%) of the premium cost of PPO Option #1; and zero percent of the premium cost of the PPO8 Health Plan. The EMPLOYER shall pay the remaining cost of the premium; provided however the employee shall be responsible for the additional cost of sponsored dependent and family continuation riders, if offered.

Section 10. Separation. In all separations, except as provided elsewhere in this Article, all insurance coverage will terminate on the last day of the month subsequent to the employee's separation. Health and dental coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

Section 11. Vision Insurance. Full time members of this bargaining unit, after the first (1st) day of the month following six (6) months 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 twenty-four (24) months. Commonly used frames and lenses are covered in full, after co-pay requirements have been met. Contact lenses allowances are Two Hundred Ten and 00/100 Dollars (\$210.00) if medically necessary and One Hundred Fifty and 00/100 Dollars (\$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: Twenty-Five and 00/100 Dollars (\$25.00) for eye exams and Twenty-Five and 00/100 Dollars (\$25.00) for lenses and frames or contact lenses.

Section 12. Wellness Activity Reimbursement. The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, up to the amount of \$200 per calendar year.

Section 13. Blue Cross/Blue Shield Michigan Savings Refund. 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" 2010, 2011 and 2012 (e.g. 2010's annual Refund share, if any, will be distributed by March 31, 2011). 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 14. 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 17 WORKERS' COMPENSATION

Section 1. Workers' Compensation. An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven (7) calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than one hundred percent (100%) of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision, she/he shall reimburse the County for the amount of overpayment. Reimbursement may be made by assignment to the County on the employee's behalf of future monies due to the employee from the insurance company in the amount of the overpayment. The EMPLOYER agrees to cooperate toward the prompt settlement of employee's on the job injury and sickness claims. Hospitalization and dental insurance will continue during the period of disability for a period not to exceed one (1) year with the employee participation at the regular cost share rates. Life insurance will continue at the same rate for a period not to exceed one (1) year.

Section 2. All employees shall be covered by the applicable Workers' Compensation law. At the employee's option, to be designated once at the beginning of the injury term, PTO banks may be used to supplement the Workers' Compensation benefits up to, but not to exceed, their regular level of take home pay.

The County reserves the right to report as a lost fringe benefit all benefits permitted by law to be reported as such. These include health, dental, life insurance, time off accrual, and longevity.

ARTICLE 18  
SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of the Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE 19  
HOURS OF WORK, OVERTIME, AND PREMIUM PAY

Section 1. All employees covered by the labor agreement shall be guaranteed forty (40) hours work or pay during any week they are scheduled to work and they report to work as scheduled. The forty (40) hour guarantee does not apply to part-time employees. The work week consists of seven (7) consecutive calendar days beginning on Sunday and terminating on the following Saturday. In the event that any employee does not work of his volition during one of his regularly scheduled days, or is not scheduled to work due to a paid holiday, his/her weekly guarantee shall be reduced on the basis of eight (8) hours for each day.

Section 2. The rate for overtime shall be time and one-half times the employee's regular hourly rate as contained in the Wage Rate Progression Schedule, Article 24. Overtime shall be paid for all hours actually worked over forty (40) hours in the normal work week or over eight (8) hours worked in the normal day. Consecutive shifts shall be treated as occurring in the same day. Any employee who begins a shift on one (1) calendar day and finishes the shift on the following calendar day shall be paid for the entire shift at the rate applicable to the first (1st) hour of the shift.

Section 3. Payment for time not worked, except scheduled time off (STO) and discretionary time off (DTO), granted following appropriate (proper notice, ability to fill and approved by a supervisor) request procedures is excluded from overtime computation. Pyramiding of overtime is forbidden. Weekly overtime premiums shall not be paid for hours already paid under daily overtime or holiday premium rates, only if overtime pay and holiday fall on the same day.

Section 4. An employee shall be contacted for overtime work by a shift supervisor or another designated employee. An employee accepting overtime must accept all hours offered. Overtime shall be assigned on a seniority basis by classification within each unit A, B, and C - male; D - female.

Section 5. The EMPLOYER shall continue to use on-call, part-time non-bargaining unit employees when deemed necessary and shall utilize the services of such employees to fill in for regular full-time employee absences at straight time rate prior to assigning overtime to regular full-time employees.

Section 6. No overtime shall be permitted without the authorization of an employee's supervisor. When additional hours are required, the EMPLOYER shall first exhaust the on-call, non-bargaining unit employees. If additional hours are still required, which would result in time and one-half payment for such additional hours, then the regular seniority employees services shall be exhausted before scheduling on-call employees for such time and one-half hours. The EMPLOYER retains the right to order daily overtime as required in emergency situations and personnel shortages.

Section 7. All employees covered by this Agreement shall be paid for all time spent in the service of the EMPLOYER. Time shall be computed from the time that the employee punches in at work until the time he punches out from work, in accordance with the employee's scheduling by her/his supervisor.

Section 8. All regular employees covered by this Agreement shall be paid in full biweekly. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

## ARTICLE 20 HOLIDAYS

Section 1. Employees shall be paid eight (8) hours pay (holiday pay) at the straight time rate for the following holidays:

New Year's Day (January 1)  
Martin Luther King, Jr.'s Birthday (third (3rd) Monday in January)  
Presidents' Day (third (3rd) Monday in February)  
Good Friday  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first (1st) Monday in September)  
Veterans' Day  
Thanksgiving Day (fourth (4<sup>th</sup>) Thursday in November)  
Day after Thanksgiving Day  
Christmas Eve Day (December 24)  
Christmas Day (December 25)  
New Year's Eve Day (December 31)

Holidays shall be celebrated on the actual day.

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

Section 3. In order to qualify for holiday pay, an employee must work his/her scheduled day immediately preceding and following the holiday or be on an approved scheduled time off (STO) period or discretionary time off (DTO) period. An employee who schedules a STO or DTO period on the day of a holiday shall not be paid holiday pay, except as provided in Article 10.

Section 4. An employee who calls in utilizing unscheduled time off (UTO) on a holiday on which he/she is scheduled to work shall not receive holiday pay. Unscheduled time off (UTO) is defined in Article 10.

Section 5. Holidays to which holiday pay will be available to qualified employees are set forth by the specific date above noted in Section 1 of this Article.

## ARTICLE 21 GENERAL PROVISIONS

Section 1. Job Openings. In the event of job openings covered by this Agreement, the EMPLOYER will give consideration to employees based upon their qualifications, experience, and seniority.

In considering employees for job openings, the EMPLOYER will not discriminate against employees because of their sex, color, creed or ethnic origin.

Section 2. Job Classifications. Any employee transferred from a lower classification to a higher classification for one (1) hour or more shall receive the rate of pay established for the higher classification. If more than four (4) hours are worked in the higher classification, the employee shall be paid for all hours worked that day at the higher classification rate.

Any employee transferred temporarily from a higher classification to a lower classification shall retain his/her higher rate of pay during the temporary period, except in the case of reassignment because of a work restriction as a result of an on-the-job or non-work related injury, then the employee may be paid at the rate assigned the job being performed.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

Section 3. Employee Identification Cards. The EMPLOYER shall furnish employees identification cards to establish identity as employees of the facility. Said cards shall be returned to the EMPLOYER in the event of employment separation.

Section 4. Separation of Employment. Upon discharge or resignation, the EMPLOYER shall pay all monies due to the employee on the pay day in the week following such quitting.

Section 5. Staff Meetings. Staff meetings required by the EMPLOYER shall be considered work time, and employees shall be paid for such time. Such meetings will be held in a private room. Employees shall receive a minimum of two (2) hours pay when called in for staff meetings not in conjunction with their regular shift.

Section 6. Clothing, Glass Replacement. The EMPLOYER shall pay the usual and customary cost of repairing an employee's glasses or clothing which are damaged at work during an inmate altercation in which the inmate is being restrained or an incident caused by an inmate, provided a written report is made by the end of the shift in which the altercation occurred.

Section 7. Security Protection. The County shall provide security personnel for the protection of employees during visiting hours.

Section 8. Meal Period. First and second shift employees shall have their meals furnished by the EMPLOYER. Employees will not have a non-working unpaid meal period; the present practice of eating while on duty shall be retained.

Section 9. Mileage. Mileage and travel policy shall be in accordance with standard County policy.

Section 10. General Safety. The EMPLOYER and UNION will meet in regard to safety issues by using the special conference section of this collective bargaining agreement. Employees shall advise the EMPLOYER of safety issues in writing prior to the conference date and time.

Section 11. Professional Membership. The EMPLOYER shall make available group membership in the Michigan Juvenile Detention Association to all bargaining unit members.

Section 12. Dress. The EMPLOYER shall determine, pursuant to policy, the appropriate dress for employees. When policy changes occur, the administration shall first meet with the Union Steward for input, however, the final policy determination shall be that of the administration. Decisions shall not be arbitrary or capricious. Unless the administration determines to implement full staff uniforms, pants and shirts, the administration agrees to allow staff to wear good quality dress blue jeans – not torn, ripped, stained, faded etc. in accordance with current detention policy as of 10/28/03.

Section 13. Part Time Employment. Employees shall be permitted to engage in part-time or outside employment upon approval of the Director. Approval must be sought on an annual basis. Approval may be revoked with notice at any time when, in the discretion of

the Director, which shall not be arbitrary or capricious, the part-time employment interferes with the employee's ability to perform their duties as a DYCS competently.

Section 14. Notification of Absence Due to Illness. An employee who finds it necessary to be absent from his/her work shift due to illness, shall notify a supervisor at least two (2) hours prior to the beginning of the duty shift.

Section 15. Background Checks. Background checks will be conducted at a time and in a manner established exclusively by the Employer and may include, but may not be limited to review of the following:

- a. DHS Central Registry
- b. State Criminal History
- c. Federal Criminal History
- d. Local Criminal History
- e. Driving Record

Should a background check result in a finding that a bargaining unit employee has been convicted of a crime, is listed on the DHS Central Registry or has otherwise compromised his/her ability to carry out the duties of the DYCS position, the Employer shall act accordingly, which may result in the issuance of discipline, up to and including discharge.

The Employer may, for good cause and with notice to the Union, conduct a background check on a bargaining unit employee in addition to the annual background check when in the best interest of the detention facility operation.

Any discipline imposed as a result of the Employer conducting background check(s) shall be subject to the grievance procedure as set forth in Article 7.

#### Section 16. Union Bargaining Committee

Section 1. The bargaining committee of the Union will include not more than two (2) employees of the Employer and not more than two (2) non-employee representatives of the Union.

Section 2. In the event that negotiation meetings are held at the time when an employee representative would normally be on duty, the employee will be paid at his/her regular rate but only for those hours that he/she would normally have been working. If negotiation meetings are held during an Employee's non-working time, he/she will not be compensated for his/her attendance.

ARTICLE 22  
RETIREMENT

Section 1. Retirement. The retirement program shall be as follows:

For employees enrolled in the MERS Defined Benefit Retirement Program as of November 9, 2004, the following shall apply:

The Michigan Municipal Employees Retirement System Plan B-3, 55/20, FAC-5, V-6, not to exceed eighty percent (80%) of members final average compensation.

All new hires after September 1, 1994, that become members of the unit will become members of the Saginaw County Defined Contribution Plan currently administered by the International City/County Managers Association. The County reserves the right to change administrators if it appears that it is in the best interest of plan members. All individuals transferred into the unit from Saginaw County employment who are covered by the Defined Contribution Plan shall continue with that plan.

The Saginaw County Defined Contribution Plan provides the following benefits for employees hired between September 1, 1994 and November 9, 2004, inclusive:

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

The Saginaw County Defined Contribution Plan provides the following benefits for employees hired after November 9, 2004:

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

Employees hired after November 9, 2004 may select one (1) of the contribution plans immediately above this paragraph (allowing an employee contribution of 0% or 6%) initially upon being hired. 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 contributions and a percentage of the EMPLOYER contributions, on a sliding scale based on the years of service as scheduled below:

Service Time

Retained by Employee

Up to and including 35 months	0 %
36 through 47 months	25 %
48 through 59 months	50 %
60 through 71 months	75 %
72 months or more	100 %

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after one hundred percent (100%) vesting the employees shall select the option for both the EMPLOYER'S and the employee's funds. The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA.

ARTICLE 23  
SPECIAL CONFERENCES

Special conferences between the parties' representatives shall be arranged to discuss important matters. Either party may request a special conference by sending the other party a written request for the conference, outlining the issue(s) on an agenda, to be discussed. Either party may have up to three (3) representatives present at the meeting. Bargaining unit representatives will not lose any wages for time spent while at the meeting. Meetings shall be held no later than two (2) weeks after receipt of request for the special conference as received by either party, unless otherwise agreed. The purpose for a special conference is for the parties to attempt to mutually resolve problems that may arise and shall not be used for purpose of collective bargaining on contract issues. There shall be no more than three (3) special conferences annually. No issues raised by this provision shall be subject to the terms and conditions of the collective bargaining agreement.

ARTICLE 24  
EXAMINATION

Section 1. Examination. Physical, mental or other examinations required by a governmental body of the EMPLOYER shall be promptly complied with as a condition of employment. Juvenile Detention Center employees are required by law to have annual physicals. Juvenile Detention Center employees will receive a written notice from the Director of Detention or the Detention Medical Department that an annual physical is due. From the time of the notification, each employee shall have forty-five (45) days to complete his/her physical requirements and return the completed report to the Director of Detention or his designee. The Detention Facility will provide a doctor to complete the physical which will be paid for by the EMPLOYER. The employee may elect to have his/her personal physician perform the annual physical. In that case, the employee will pay for the examination or, if covered, the employee's insurance will pay for the examination. The EMPLOYER shall pay only for the time actually spent in a doctor's office (not to exceed two (2) hours) and not for any transportation costs to and from the doctor's office for the



purpose of completing the physical. Employees will not schedule their physical examination during working hours unless approval is received from the Director of Detention or his designee prior to scheduling the physical examination.

ARTICLE 25  
LONGEVITY PAY

Section 1. Longevity Pay for Employees hired on or before November 9, 2004 only. Employees 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 employees shall receive Seventy and 00/100 Dollars (\$70.00) for each full year of continuous service.

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

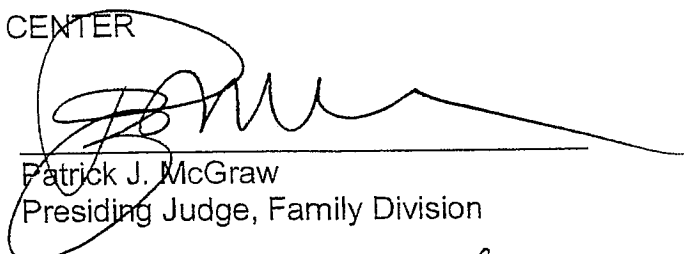
Employees hired after November 9, 2004 shall not be eligible for nor shall they receive Longevity Pay.

ARTICLE 26  
WAGE RATE PROGRESSION SCALE  
(SEE ATTACHED EXHIBIT "A")

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

EMPLOYER:  
SAGINAW COUNTY/JUVENILE DETENTION CENTER

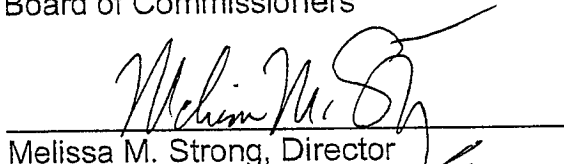
Dated: 11-1-10

  
Patrick J. McGraw  
Presiding Judge, Family Division

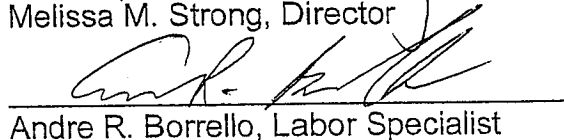
Dated: 11/8/2010

  
Michael P. O'Hare, Chair  
Board of Commissioners

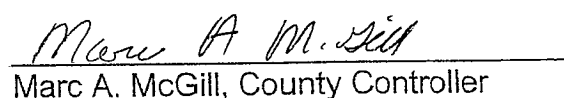
Dated: 11-4-10

  
Melissa M. Strong, Director

Dated: 11-1-10

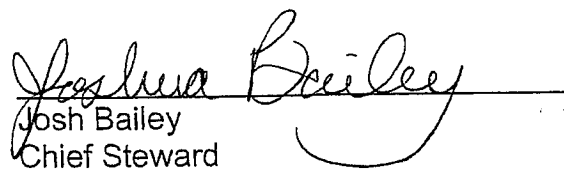
  
Andre R. Borrello, Labor Specialist

Dated: 10/20/10

  
Marc A. McGill, County Controller

UNION:  
GOVERNMENTAL EMPLOYEES LABOR COUNCIL:

Dated: 11/5/10

  
Josh Bailey  
Chief Steward

Dated: 10/26/10

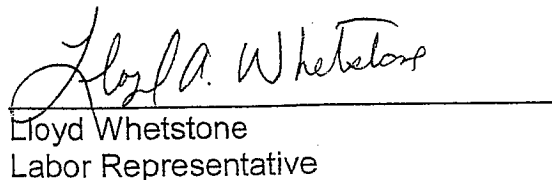
  
Lloyd Whetstone  
Labor Representative

EXHIBIT "A"

WAGE RATE PROGRESSION SCALE  
October 1, 2009 - September 30, 2013

Detention Youth Care Specialists

Wages shall be as follows:

Year		Start	6 months	1 year	2 years	3 years
10/1/09 to 9/30/13	Annual Bi-weekly	\$26,768 \$1,029.54	\$27,938 \$1,074.54	\$29,111 \$1,119.65	\$30,280 \$1,164.62	\$31,455 \$1,209.81

Effective October 1, 2009: no base wage increase.

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

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

Effective October 1, 2012: no base wage increase; one-time lump sum payment equal to 1.75% of base wage.

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

Category: 300  
Number: 363

Subject: LEAVE OF ABSENCE

1. PURPOSE: It is the purpose of this policy to establish a system of uniform and appropriate regulations for employee leaves of absence.
2. AUTHORITY: The Saginaw County Board of Commissioners.
3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.
4. RESPONSIBILITY: The Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.
5. DEFINITIONS: NONE
6. POLICY:
  - 6.1 Policy. Leaves of absence may be approved for employees, who in addition to authorized paid leave, request time off for personal reasons. Leaves of absence are without pay and benefits unless otherwise specified in the County personnel policies. Department Heads are encouraged to approve leave requests based upon the merit of the request and the work requirements of the department.
  - 6.2 Approval. All leaves of absence of 31 days or more, must be approved by the appropriate committee of the Board of Commissioners or the Controller. Requests for a leave of 30 calendar days or less may be approved by the Department Head. All other leaves shall be processed in accordance with Section 7.1 of this policy.
  - 6.3 Military Leave. The County shall observe the provisions of the Federal regulations regarding re-employment rights and leaves of absence.
    - 6.3.1 In addition, the County adopts the following additional benefits in response to the War On Terrorism. These benefits may continue up to two years, or until the involuntary service ends, whichever comes first.
      - 6.3.1.1 The County will grant a leave of absence to an employee who is reporting for full-time active federal military service.
      - 6.3.1.2 The employee, while on active duty, continues to accrue "years of service" credit, as if the employee were on continuous service with the County. The returning veteran will be entitled to the same privileges that would have been granted had the employee not entered military service.

- 6.3.1.3 The veteran must apply for re-instatement within ninety days of release under honorable conditions or ninety days following hospitalization associated with active duty. (The hospitalization may be up to one year after release.
- 6.3.1.4 The County will pay the difference between regular salary and military pay for employees who are called up to active duty from the National Guard or Reserves, or who are involuntarily inducted. It is the responsibility of the employee to provide the Personnel Department with their military pay vouchers.
- 6.3.1.5 For employees who are involuntarily inducted or for National Guard or Reserve call-up, insurance benefits for the employee and his/her dependants will be continued with the employee making the normal contribution, if military health insurance is not immediately available.
- 6.3.1.6 Annual leave will continue to accumulate for the first six months of active duty.
- 6.3.1.7 An employee, as a member of the County's retirement plan at the time of entry into active military service, will receive retirement credit for the time in military service as if it were County service with the employee making the normal contributions, if applicable.
- 6.3.1.8 The following actions must be taken by the employee prior to beginning active duty, or within two weeks upon beginning active duty, and after release from active duty:
  - 6.3.1.8.1 Notify the Department Head upon receipt of official military orders to report to full-time duty and provide a copy of the induction notice or military orders.
  - 6.3.1.8.2 The Department Head arranges for an exit interview with the Personnel Director, if time allows.
  - 6.3.1.8.3 Apply for re-instatement within ninety days of release from active duty to the Personnel Department.
  - 6.3.1.8.4 Present a copy of the official discharge or separation papers to the Personnel Department.
- 6.3.1.9 This policy applies to employees who are members of the National Guards or Reserves who are called up to active duty

or for employees who are involuntarily inducted for their first tour of duty. It does not apply to non-active duty service such as the normal two weeks per year training commitment normally required of Reserve personnel.

- 6.4 Special Leave. An employee may request a special leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.
- 6.5 Extension. An employee may request an extension of a leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.
- 6.6 Benefits. No PTO or vacation leave shall accrue to an employee during an unpaid leave of absence. Coordination of Health, Dental, Optical and Life Insurance benefits during an unpaid leave of absence shall follow applicable continuation of insurance language in Employee Insurance Policy, # 343, Section 6.7.5.
- 6.7 Continuous Length of Service. Time spent on leave of absence shall be included as continuous length of service, if the leave does not extend beyond 180 days. Leaves extending beyond 180 days shall not be included in continuous length of service, except Military Leaves in compliance with federal law.
- 6.8 Return From Leave of Absence. When granted a leave of absence the employee commits himself to returning to work immediately at the end of the leave. If an employee fails to return to work immediately at the expiration of a leave of absence, or extension thereof, the failure to return shall be considered a resignation from County employment.

## 7. ADMINISTRATIVE PROCEDURES:

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

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED April 23, 2002  
AMENDED October 25, 2005

Category: 300  
Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

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



leave as indicated below during the calendar year (based on a 12 month rolling calendar).

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

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

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

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

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

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

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

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

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

recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

- 7.2 Application and Approval. Qualified employees seeking to take leave in accordance with the Family and Medical Leave Act shall contact the Personnel Division of the Controller's Office. Staff will discuss the need for leave with the employee and will provide the employee with a Notice of Eligibility and Notice of Rights and Responsibilities within the timeframe indicated within the Act. The Notice of Rights and Responsibilities will detail additional information an employee must provide in order for a determination to be made if the absence qualifies as FMLA Leave. If sufficient information is not provided in a timely manner, an employee's leave may be denied.

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

- 7.3 Employer/Employee Responsibilities.

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

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

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

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

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

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

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

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

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

employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

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

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

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

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

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

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

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

Concerns or complaints about FMLA Leave can be directed to Personnel, or an employee may file a complaint with the U.S. Department of Labor, or may bring a

private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

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Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009

Category: 300  
Number: 361

Subject: **DISABILITY LEAVE**

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

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

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

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

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

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

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

7. ADMINISTRATIVE PROCEDURES: NONE

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

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

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Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: April 23, 2002; August 12, 2008



Category: 300  
Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

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

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

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Saginaw County Civil Counsel

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