

# LABOR AGREEMENT

BETWEEN THE:

COUNTY OF SAGINAW

AND

10TH CIRCUIT COURT

AND

PROBATE COURT

AND

70TH DISTRICT COURT

AND

SAGINAW COUNTY ELECTED OFFICIALS

REPRESENTED BY

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 459

October 1, 2009

To

September 30, 2013

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## AGREEMENT

This Agreement entered into this 14<sup>th</sup> day of December, 2010, between the COUNTY OF SAGINAW, the following co-employers: SAGINAW COUNTY CLERK, SAGINAW COUNTY PROSECUTING ATTORNEY, SAGINAW COUNTY REGISTER OF DEEDS, SAGINAW COUNTY TREASURER, and SAGINAW COUNTY PUBLIC WORKS COMMISSIONER, and the following exclusive employers: 10th CIRCUIT COURT, PROBATE COURT, and 70<sup>TH</sup> DISTRICT COURT, hereinafter referred to collectively as the "EMPLOYER"; and the OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION LOCAL 459, hereinafter referred to as the "UNION".

## PREAMBLE

It is the general purpose of this Agreement to promote the mutual interests of the EMPLOYER and its employees and to provide for the operation of the services provided by the EMPLOYER under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

## CIVIL RIGHTS

The EMPLOYER and UNION recognize their responsibilities under federal, state and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, mental or physical handicap, nationality, age, marital status, or political belief, or for participation in or affiliation with any labor organization.

In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the EMPLOYER and the UNION agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

## ARTICLE 1

### RECOGNITION - EMPLOYEES DEFINED

**Section 1.** Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965 as amended, and Act 336 of 1947 as amended, the EMPLOYER does hereby recognize the UNION as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, working conditions, and other terms and conditions of employment during the term of this Agreement for those employees of the EMPLOYER in a bargaining unit consisting of all full-time and regular part-time, Technical, Office, Para-professional and Service (TOPS) employees of the EMPLOYER whose principal working location is in the Saginaw County Governmental Complex and any future County governmental complex, but excluding all temporary and non regular part-time (defined in Section 2), managerial and professional employees, Deputy Department Heads,

Security Guards, Circuit Court Reporters, one Confidential Typist-Clerk in the District Court Administrator's Office, all Sheriff Department employees, and all other County employees.

**Section 2.** Full-time employees are defined as those who work seventy-two (72) hours or more per biweekly pay period on a regular basis. Regular part-time employees are those who work forty (40) or more hours per biweekly pay period on a regular schedule but who do not work the required number of hours to be considered a full-time employee.

A temporary employee is an employee hired for a specified period of time, not to exceed sixteen (16) weeks, except in the Parks and Recreation Department a temporary employee is an employee hired for a specified period of time not to exceed twenty-six (26) weeks for full-time service; however, no more than two (2) temporary employees in said Department shall each be allowed to work up to thirty-nine (39) hours per biweekly pay period outside the twenty-six (26) week period during which temporary employees are allowed to work full time, unless the employee is hired to replace an employee who is absent due to illness or injury, in which case the time period may not exceed the return of the absent employee. No time spent by a temporary employee replacing a bargaining unit employee on an approved leave of absence will be counted towards the sixteen (16) week limitation. If a temporary employee exceeds the above limits, the position shall immediately be posted and filled in accordance with this Agreement. Neither a temporary employee nor a temporary position may be used or filled for more than one (1) sixteen (16) week period, except when mutually agreed to by the EMPLOYER and the UNION or as outlined for the Parks and Recreation Department where the limitation is twenty-six (26) weeks. Temporary service agencies may be used by the EMPLOYER to fulfill specified work assignments with the same conditions listed above.

**Section 3.** A full-time employee shall be entitled to all fringe benefits under this Agreement. A regular part-time employee shall receive only the following fringe benefits unless specified in other areas of the Agreement:

- (a) Progress on the salary schedule at one-half (1/2) the rate of regular full-time employees.
- (b) Receive Paid Time Off (PTO) benefits at one-half (1/2) of the full-time rate.
- (c) Receive holiday and bereavement pay at one-half (1/2) of the full-time rate.
- (d) Be a member of the Michigan Municipal Employees Retirement System and accrue retirement service in accordance with the rules of the Michigan Municipal Employees' Retirement System. (Those part-time employees hired as of January 1, 1995, will become members of the Saginaw County Defined Contribution Plan administered by the ICMA as specified in Article 22, except for those bargaining unit members who are eligible for and are currently participating in MERS).
- (e) For those part-time employees hired before May 21, 2002, be eligible for hospitalization coverage in accordance with Article 14.

- (f) Receive longevity pay at one-half (1/2) of the full-time rate in accordance with Article 21. A part-time employee who was previously a full-time employee shall receive longevity at the full-time rate for the full-time years.
- (g) Receive disability leave at one-half (1/2) of the full-time rate. (Those part-time employees hired on or after January 1, 1995, shall not be eligible for the disability leave program under Article 13).

**Section 4.** New employees shall be on probationary status for the first six (6) months of their employment during which period he/she may be discharged with or without cause. A probation period may be extended when mutually agreed to by the EMPLOYER and the UNION. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of hire into the bargaining unit. There shall be no seniority among probationary employees. The UNION shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other specified conditions of employment except discharged and/or disciplined employees.

## **ARTICLE 2**

### **UNION AND MANAGEMENT RIGHTS**

**Section 1.** The UNION, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan statutes.

**Section 2.** It is the right of the EMPLOYER to determine the standards of service to be offered; determine the standards of selection for employment and promotion; direct its employees; take disciplinary action; adopt uniform work rules; relieve its employees from duty because of lack of work or for any other legitimate reasons; discharge employees for just cause; maintain the efficiency of its operations; determine job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The listing of the preceding rights of management in this Article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the EMPLOYER not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the EMPLOYER.

## **ARTICLE 3**

### **UNION SECURITY AND CHECKOFF**

**Section 1.** Employees who are members of the UNION shall, as a matter of course, upon completion of their probation period or the execution date of this Agreement, whichever is the later, as a condition of employment, pay to the UNION each month the dues and initiation fees uniformly required. Upon completion of their probation period or execution of this Agreement, whichever is the later, present or future employees, including probationary employees, shall either become members of the UNION and pay to the UNION each month



the dues and initiation fees uniformly required, or in the event the employees have not made application for UNION membership upon completion of their probation period or execution date of this Agreement, whichever is the later, shall as a condition of employment pay to the UNION each month a service fee which shall be equivalent to the amount of dues uniformly required of members of the UNION during the first year of this Agreement.

Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- (a) The UNION has notified the employee by certified letter addressed to his/her address last known to the UNION spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the EMPLOYER for termination from employment as provided herein; and,
- (b) The UNION has furnished the EMPLOYER with written proof that the foregoing procedure has been followed and has supplied the EMPLOYER with a written demand that the employee be discharged for failure to conform to the provisions of this Article. The UNION shall certify to the EMPLOYER in writing that the amount of delinquency does not exceed the UNION dues or service fees.

The EMPLOYER shall then provide the employee with two (2) weeks termination notice specifying the date he/she will be discharged if delinquent dues or fees are not tendered on or before one (1) day prior to the discharge date. It shall be the option of the EMPLOYER to transfer the employee to a position outside of the bargaining unit if the employee is accepted for such a vacant position.

The UNION will indemnify and save the EMPLOYER harmless for all sums checked off and/or remitted to the UNION together with all costs, including attorney's fees and damages incurred by the EMPLOYER in connection with this Article, except acts of negligence on the part of the EMPLOYER.

**Section 2.** The EMPLOYER shall check off fees in the amounts provided by the UNION, if the fee amount is provided in the form of a flat monthly fee (adjusted no more than once per employee in a calendar year). The EMPLOYER will check off fees and monthly dues on the basis of individually signed voluntary checkoff authorization cards or forms, copies of which have been provided to the EMPLOYER. In the event the UNION changes or alters its authorization forms, the UNION will provide the EMPLOYER with a copy of said form. A properly executed copy of the form authorizing checkoff by an employee shall be delivered to the EMPLOYER before any payroll deductions are made. Deductions shall become effective the first day of the month following the month the authorization is delivered to the EMPLOYER or the month following the completion of the probation period, whichever is later, and shall be deducted from the second pay of the month and each month thereafter. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. An employee who declines to sign the proper authorization card shall pay his/her dues

or fees directly to the Treasurer of the UNION.

In the event an employee has no pay due or insufficient pay to permit the deduction on the second pay of the month, the deduction shall be made on the second pay of the next following month. The EMPLOYER shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if, for any reason, it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the UNION.

In the event that a refund is due any employee for any sums deducted from wages and paid to the UNION, it shall be the responsibility of such employee to obtain the appropriate refund from the UNION.

All sums deducted by the EMPLOYER shall be remitted to the Treasurer of Local 459, including a list of employees from whom dues and initiation fees have been deducted and the amount of the deduction from each employee. Such remittance shall be made by means of electronic transfer or other electronic or automated means no later than 10 days after the deductions are made. The list of employees shall be mailed no later than 10 days after the deductions are made at an address designated by the union.

The EMPLOYER agrees to provide to the Chief Steward or Local 459 by request only and no more than once monthly the names and departments of new hires and terminated employees and employees on disability leave within the bargaining unit that occurred in the indicated time frame.

#### **ARTICLE 4**

#### **STEWARDS AND ALTERNATE STEWARDS**

**Section 1.** UNION employees shall be represented by a Chief Steward, an Alternate Chief Steward and a minimum of ten (10) Stewards with an Alternate Steward for each distributed in the following manner: first floor, second floor, third floor, fourth floor, basement, maintenance, custodial, Friend of the Court, health building, and MSU Cooperative Extension.

In the event employees are working in a building other than the main courthouse building, said employees (at least three (3)), will be represented by a Steward and an Alternate Steward only in the Steward's absence.

**Section 2.** The Steward or Alternate Steward in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the EMPLOYER, upon having received permission from his/her supervisor to do so. The supervisor shall grant permission within the eight (8) hour day of occurrence for the Steward to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Employees abusing such time may be subject to disciplinary action; provided, however, that on the first occasion, in lieu of disciplinary action, the UNION shall be notified in writing, and the

EMPLOYER and UNION will meet with the Steward to discuss the alleged abuse of such time.

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

**Section 3.** The local president of the UNION will furnish, in writing, the EMPLOYER with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the EMPLOYER may at all times be advised as to the authority of the individual representative of the UNION with whom it may be dealing.

**Section 4.** The Chief Steward and the Alternate Chief Steward will have the necessary time to act in his/her UNION capacity without loss of pay herein so acting he/she loses time from his/her regular schedule of work. He/she shall request permission of his/her immediate supervisor when leaving his/her work area to investigate and process grievances. This time will not be abused.

The Steward may have a witness, either the Alternate Steward or the aggrieved party, at all times when discussing any grievance governed by this Agreement with the EMPLOYER or any of its officers. The EMPLOYER may also have a witness when a grievance is being discussed.

**Section 5.** The Chief Steward is the proper person for the EMPLOYER to contact when problems arise concerning the UNION or UNION members. In the event that the Chief Steward is not available, the Alternate Chief Steward shall be the proper person to contact when problems arise concerning the UNION or UNION members. The Chief Steward may be present at Step 3 of the grievance procedure if desired by the UNION and at Step 2 if requested by the Steward.

**ARTICLE 5(A)**  
**GRIEVANCE PROCEDURE**  
**(For Non-Court Elected Department Employees)**

**Section 1.** It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees in a non-court, elected department, specifically, the Offices of the County Clerk, County Treasurer, County Public Works Commissioner, County Register of Deeds, Board of Commissioners and County Prosecutor, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

**Section 2.** A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

(a) A grievance shall refer to the specific provision or provisions of this

Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

**Section 3.** Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

**Section 4.** Grievances will be processed in the following manner and within the stated time limits:

**Step 1.** An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor. Such discussion shall occur within ten (10) working days of the occurrence or when the employee could reasonably become aware of its occurrence, not including the date of the occurrence.

**Step 2.** If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence (or within ten (10) working days of the meeting to verbally adjust the grievance) not including the day of the meeting, if held, or occurrence, if a meeting is not held. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance, in writing, within ten (10) working days of the presentation, not including the day of the presentation.

**Step 3.** If the grievance is not settled in Step 2, the written grievance shall be presented to the Personnel Department within ten (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Personnel Department shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting, not including the day of the grievance meeting.

**(b)** The UNION may initiate its grievance at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated.

Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

**Step 4.** Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, 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 the request for arbitration by either party, the other party shall be obliged 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 arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

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 he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or 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 a recommendation.

The arbitrator shall conduct the 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.

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.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

**Step 5.** If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within ten (10) 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 written grievance shall then be presented to the Chief Judge of the 10<sup>th</sup> Judicial Circuit Court within seven (7) working days after providing notice of refusal to comply with the recommendation of the arbitrator. The parties shall proceed in the following manner:

- (a) The Chief Judge shall hear the appeal. If the Chief Judge is unavailable for any reason, then the appeal shall be heard by the Alternate Chief Judge of the 10<sup>th</sup> Judicial Circuit Court.
- (b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing shall be held within thirty (30) calendar days of the submission of the grievance to the Judge.
- (c) The Hearing Judge shall hear the grievance de novo. The decision of the Hearing Judge shall be final and binding on both parties.
- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

**Section 5.** For the purpose of this article, working days are defined as Monday through Friday excluding holidays.

**Section 6.** Time limits may be extended in the grievance procedure by mutual agreement in writing.

**ARTICLE 5(B)**  
**GRIEVANCE PROCEDURE**  
**(For Employees Not In An Elected Department)**

**Section 1.** It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees not in an elected department (that is, employees not included in a department listed in Section 1 of Article 5(A) and Section 1 of Article 5(C) of this Agreement, shall be settled in accordance with the

procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

**Section 2.** A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

**Section 3.** Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

**Section 4.** Grievances will be processed in the following manner and within the stated time limits:

**Step 1.** An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor. Such discussion shall occur within ten (10) working days of the occurrence or when the employee could reasonably become aware of its occurrence, not including the date of the occurrence.

**Step 2.** If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward, and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence (or within ten (10) working days of the meeting to verbally adjust the grievance), not including the day of the meeting, if held, or of occurrence, if a meeting is not held. The grievance must be prepared in detail and be dated. The department head will reply to the grievance, in writing, within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation.

**Step 3.** If the grievance is not settled in Step 2, the written grievance shall be presented to the Personnel Department within ten (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER shall meet with no more

than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Personnel Department shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting, not including the day of the grievance meeting.

- (b) The UNION may initiate its grievance at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

**Step 4.** Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, 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 the request for arbitration by either party, the other party shall be obliged 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 arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

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 he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or 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 a recommendation.



The arbitrator shall conduct the 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.

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.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

- (c) The decision of the arbitrator shall be final and binding on both parties.

**Section 5.** For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

**Section 6.** Time limits may be extended in the grievance procedure by mutual agreement in writing.

**ARTICLE 5(C)**  
**GRIEVANCE PROCEDURE**  
**(For Court Employees)**

**Section 1.** It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees of the 10th Judicial Circuit Court, 70<sup>th</sup> District Court, or Saginaw County Probate Court, located in the Saginaw County Courthouse, shall be settled in accordance with the procedures herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

**Section 2.** A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

**Section 3.** Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time

limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

**Section 4.** Grievances will be processed in the following manner and within the stated time limits:

- Step 1.** An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor. Such discussion shall occur within ten (10) working days of the occurrence or when the employee could reasonably become aware of its occurrence, not including the date of the occurrence.
- Step 2.** If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward, and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence (or within 10 working days of the meeting to verbally adjust the grievance), not including the day of the meeting, if held, or occurrence, if a meeting is not held. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance in writing within ten (10) working days of the presentation of the written grievance, not including the day of presentation. If the department head is the Court Administrator, this step shall be waived.
- Step 3.**
- (a) If the grievance is not settled in Step 1, the written grievance shall be presented to the Court Administrator within (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER shall meet with no more than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Court Administrator shall reply to the grievance in writing within ten (10) working days of the date of the grievance meeting, not including the day of the grievance meeting.
  - (b) The UNION may initiate its grievance at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the

event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

**Step 4.** Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, 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 the request for arbitration by either party, the other party shall be obliged 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 arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

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 he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is timely and/or 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 a recommendation.

The arbitrator shall conduct the 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.

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.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of

any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

**Step 5.**

If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within ten (10) 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 written grievance shall then be presented to the Chief Judge of the Court from which the grievance arose, within seven (7) working days after providing notice of refusal to comply with the recommendation of the arbitrator.

(a) The Chief Judge shall then set a date for the hearing of the grievance, which date shall be no more than thirty (30) days from the date of submission of the grievance to the Chief Judge.

(1) In the case of the 10<sup>th</sup> Judicial Circuit Court, the Chief Judge shall be the Hearing Judge. If the Chief Judge is involved in the grievance, the Hearing Judge shall be the alternate Chief Judge.

(2) In the case of the Saginaw County Probate Court, the Chief Probate Judge shall be the Hearing Judge. If the Chief Probate Judge is involved in the grievance, the Hearing Judge shall be the Alternate Chief Judge.

(3) In the case of the 70<sup>th</sup> District Court, the Chief Judge shall be the Hearing Judge. If the Chief Judge is involved in the grievance, the Hearing Judge shall be the Alternate Chief Judge.

(b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing 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 questions, but he/she or they shall not have the power to change, alter, or modify the terms of this contract. The Hearing Judge shall have the sole and exclusive power and jurisdiction to determine whether or not a 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.

- (c) The Hearing Judge shall hear the grievance de novo. The decision of the Hearing Judge shall be final and binding on both parties.
- (d) The Hearing Judge shall submit her/his decision in writing to both parties within thirty (30) calendar days from the date of conclusion of the hearing.

**Section 5.** For the purpose of this Article, working days are defined as Monday through Friday excluding holidays.

**Section 6.** Time limits may be extended in the grievance procedure by mutual agreement in writing.

## **ARTICLE 6** **SENIORITY**

**Section 1.** Employees shall acquire seniority upon completion of their probationary period, after which seniority shall be as of the original date of hire into a bargaining unit position. There shall be separate seniority lists for full-time and regular part-time employees.

Provided seniority is not broken as defined in Section 2 of this Article, full-time employees may count one-half (1/2) of their regular part-time service, if any, towards their full-time seniority date, and regular part-time employees may count full-time service towards their seniority date.

**Section 2.** Seniority shall be broken for the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged for just cause.
- (c) The employee is absent three (3) days without properly notifying the EMPLOYER unless a satisfactory reason is given and substantiated.
- (d) The employee fails to report to work within three (3) days after the expiration date of a leave of absence, unless a satisfactory reason is given and substantiated.
- (e) If the employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff, not to exceed two (2) years.

**Section 3.** The Chief Steward shall head the seniority list within the bargaining unit for the purpose of layoff and recall only. Said member shall be designated to the EMPLOYER by the UNION. The person so designated shall not be kept at work during periods of layoff unless he/she is capable of performing available work within the department to which assigned.

**Section 4. Non-Unit Work:** Employees who leave the classifications of work covered by this Agreement, but remain in the employ of the employer in some other capacity, and who subsequently return to a position covered by this Agreement, shall have the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit. It is understood however, that an employee laid off from a position not covered by this Agreement, may not bump back into a position covered by this Agreement.

## **ARTICLE 7** **PROMOTION AND TRANSFER**

**Section 1.** The parties encourage unit employees to bid for promotion or transfer within the bargaining unit. Bids can be entered in the Controller's Office during regular business hours. When regular vacancies in the bargaining unit are to be filled, the open job will be posted for a period of five (5) working days for bargaining unit members only. A copy of all such postings shall be sent to the Chief Steward at the time of such posting. Positions to be filled within the courts and separate departments may be filled internally with an internal posting, but without a general posting to all bargaining unit members if the department head expects to fill the position internally. Only non-probationary bargaining unit employees, who have not transferred in the previous twelve (12) months, may apply for a lateral transfer.

In the event of a temporary vacancy for thirty (30) or more days, employees within the department shall have the opportunity to bid for the position and be given first priority. The resulting opening may be filled in a reasonable time.

A non-probationary employee who accepts promotion within this bargaining unit or transfer to a different job classification within this bargaining unit shall be subject to a trial period of forty-five (45) calendar days, which may be extended by mutual agreement. In the event the employee fails to satisfactorily complete the trial period, or elects to return to his/her former job during the trial period, he/she shall be permitted to do so without loss of seniority. If the position has been eliminated, the employee shall have bumping rights in accordance with this Agreement.

A non-probationary employee from outside of the bargaining unit who accepts promotion or transfer to a position in this bargaining unit shall be subject to a ninety (90) day trial period which may be extended by mutual agreement.

A non-probationary bargaining unit employee who accepts promotion or transfer outside of the bargaining unit shall retain no rights to return to their former bargaining unit position, unless by mutual agreement.

A probationary employee who accepts promotion shall be subject to a new probation period equal to ninety (90) days or the remaining time of her/his original probation period, whichever is longer.

There shall be no intra-departmental bids within the same classification unless by mutual agreement.

If there are no qualified bidders for any open and posted job, the EMPLOYER may fill the job externally within a reasonable time. If there is one or more qualified bidders, the job shall be filled within sixty (60) calendar days, unless the EMPLOYER sends a written notice to the UNION that it is going to be delayed.

Qualifications shall be determined exclusively by the Employer. Upon qualification, positions shall be filled using job related criteria that include: education; training; experience; ability; and previous performance, including discipline, work performance evaluations, excessive tardiness and absenteeism (except allowed by applicable law). If all factors are relatively equal, seniority shall be the prevailing factor. For the purposes of this section, promotion shall mean to a different position in the bargaining unit of a higher pay grade than that being worked and paid to the employee expressing an interest in the vacant position.

The EMPLOYER shall post any position which is permanently vacated within sixty (60) calendar days from the date it is permanently vacated, unless the EMPLOYER sends a written notice to the UNION that it is going to be delayed.

**Section 2.** Movement of an employee from one position to another shall affect the pay rate of the employee as follows:

- (a) If an employee is transferred into a classification with the same pay grade, the employee's pay rate shall remain unchanged.
- (b) If an employee is promoted to a classification with a higher pay grade the employee shall be paid at the lowest merit step in the new pay grade which is at least five percent (5%) above the salary he/she was receiving immediately before the promotion.
- (c) If an employee is demoted to a classification with a lower pay grade, or elects through a job bid to accept a lower classified job, the employee shall be paid in accordance with the new pay grade but will retain his/her previous step.
- (d) If an employee's position is reclassified to a higher pay grade, he/she shall be paid in the new grade retaining the step.
- (e) If an employee's position is reclassified to a lower pay grade, the employee occupying that position shall continue to receive the same pay as prior to reclassification, but shall receive no general wage increases nor normal progression wage increases until the reclassified positions' wage rate is equal to that of the employee's current wages.
- (f) The Typist Clerk salary schedule shall consist of Steps 1, 2, and 3 of T05, Steps 4 and 5 of T06, and Steps 6 and 7 of T07. The Account Clerk salary schedule shall consist of Steps 1, 2, and 3 of T06, Steps 4 and 5 of T07, and Steps 6 and 7 of T08.
- (g) An employee temporarily assigned by the EMPLOYER to fill a vacancy

in a higher paid position for a period of one (1) day or more shall be paid at the rate of the higher classification for all hours worked.

**Section 3.** Supervisors or their designated non UNION representatives shall not perform in the position of an absent bargaining unit employee for more than two (2) consecutive work days unless an emergency exists that requires immediate attention.

## **ARTICLE 8 DISCHARGE**

**Section 1.** The EMPLOYER shall have the right to discipline, suspend, or discharge any employee for just cause. In respect to discharge or suspension, the EMPLOYER shall give at least one (1) oral and one (1) written warning notice of the complaint against such employee to the employee and the copy of the written notice to the UNION and Chief Steward. No warning notice need be given to an employee before he/she is discharged if the cause of such discharge is (1) dishonesty or for any illegal act while on the job; (2) drunkenness or use of intoxicating beverage on the job; (3) gross negligence resulting in a serious personal injury accident or serious property damage while on the job; (4) breach of confidentiality; (5) gross insubordination; or (6) fighting or threat of violence. The warning notices as herein provided shall not remain in effect for a period of more than twelve (12) months.

**Section 2.** The employee or the UNION Steward will be required to acknowledge receipt of written warnings and reprimands, but not notices of discharge or suspension, or forfeit the right to the grievance procedure. The employee's signature does not mean that he/she agrees to the charges or penalties, or waives any right to grieve. The discipline form will state that signature indicates receipt only and does not indicate agreement.

**Section 3. Discharge Procedure County Employees.** The following procedure shall be used for employees who are not employed in one of the elected departments. Notwithstanding any other provision of this Agreement, no employee who has completed his/her probationary period shall be peremptorily discharged. If, in the judgment of the EMPLOYER, an employee is guilty of behavior constituting just cause for discharge, the employee shall first be given a statement setting forth the factual basis of his/her alleged offense and shall be suspended pending discharge. During this period of suspension, a due process hearing before representatives of the County and UNION will be conducted if requested. Representation at the hearing shall be in accordance with Step 3 of the grievance procedure. At such hearing, the facts concerning the case shall be made available to both parties.

As soon as practical after such hearing, but not later than three (3) working days, the County shall conclude whether the suspension shall be resolved, modified, extended, or converted into a discharge. The employee may file a grievance alleging that he/she was unjustly treated, and such grievance shall be presented under Step 4 of the grievance procedure within five (5) working days after the County's final decision on such suspension or discharge. Steps 1, 2, and 3 shall be considered automatically processed.

**Section 4. Discharge Procedure Elected Departments.** Employees in elected departments shall be discharged in accordance with this Agreement.



**ARTICLE 9**  
**LAYOFF AND RECALL**

**Section 1.** A reduction in work force is the elimination of a position, which management may specify by department and by classification.

Layoff shall be by department, by classification. Seniority shall prevail provided the most senior employee retained can perform the available work.

When management reduces a part-time position, then layoff shall take place from employees on the part-time seniority list. When management reduces a full-time position, the layoff shall take place from among employees on the full-time seniority list.

In the event a laid off employee has the skill and ability to perform the work of the least senior employee in an equal or lower pay grade, that employee shall have the opportunity to bump the least senior employee.

Full-time employees shall not be eligible to bump part-time employees except in the case where the full-time employee's bargaining unit seniority is greater than the part-time employee's seniority. A part-time employee shall not bump a full-time employee under any circumstance. Employees shall be given ten (10) working days written notice of layoff. If an employee expresses a desire to bump within five (5) days from notice of layoff into a position in other than his/her current classification in an equal or lower pay grade, the EMPLOYER reserves the right to require the employee to be able to perform the duties of the position without additional training, however, the EMPLOYER will provide adequate orientation and training in department procedures.

Temporary employees performing in the same classification in the department affected by the layoff shall be laid off first; probationary employees performing the same work in the department affected by the layoff shall be laid off second; regular full-time and regular part-time employees shall be laid off last, except in such case the bargaining unit member employee may elect to displace a temporary and/or probationary employee, provided he/she can perform the work, and in such case shall be paid at the pay rate of that classification.

A laid off seniority employee, if recalled to an equal pay grade from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall be considered a resignation. A laid off employee shall be eligible for recall prior to posting a vacancy in an equal or lower pay grade of said employee prior to layoff and provided he/she is capable of performing the work. As openings occur in an employee's original classification prior to layoff, up to two (2) years, employees will be recalled to their original classification in line with seniority.

For purposes of bumping and recall, an employee laid off from his/her non-elected department may exercise his/her unit wide seniority in non-elected departments, provided he/she can perform the work. An employee laid off from an elected department shall not be eligible to bump or be recalled into any other department. Elected departments are 10<sup>th</sup> Circuit Court, 70<sup>th</sup> District Court, Probate Court of Saginaw County, Board of

Commissioners, Register of Deeds, County Treasurer, County Clerk, Prosecutor, and Public Works Commission.

The order of recalling of laid off employees shall be in the reverse order in which the employees are laid off.

**Section 2.** See Appendix A for Judges' Personal Staff.

## **ARTICLE 10 WORKING HOURS AND OVERTIME**

**Section 1.** The official basic work week for full-time employees shall be forty (40) hours per week. The standard work day shall be eight (8) hours plus an unpaid lunch period (normally one hour). Employees shall be allowed two (2), fifteen (15) minute rest periods which shall be considered as paid time but may not be added to the lunch period or accumulated in any manner.

**Section 2.** Operating hours are established by the EMPLOYER. Department heads may stagger lunch periods and rest periods so as not to curtail services to the public. Lunch periods will begin at 11:30 a.m. The maintenance department and other departments requiring shift work may alter their schedule to provide the best possible service.

**Section 3.** Employees shall be paid overtime compensation at the rate of time and one-half of regular rates of pay for all hours worked in excess of forty (40) hours per week. Hours of work shall include all hours in pay status. Holiday pay and PTO shall count as hours worked for purposes of overtime. (Workweek is Sunday through Saturday). There shall be no pyramiding of overtime. Overtime must be authorized in advance by the EMPLOYER.

**Section 4.** When overtime is available within a department, overtime shall be equalized in seniority sequence within the affected classification, if at all possible. A record of overtime worked or refused shall be kept in each department.

**Section 5.** When unforeseen circumstances force any building closure which affects bargaining unit members, those members will be excused from work, without loss of pay, during the time period the building is closed. Upon building reopening, all employees must return to work if reopening is during their regularly scheduled work shift. Employees are responsible for monitoring status of building reopening by calling the main Courthouse number (790-6033) and listening to a posted message. Failure to report back to work upon building reopening will result in the employee being charged PTO from the time the building reopened to the end of their shift.

**Section 6.** The Employer shall provide at least seventy-two (72) hours' notice prior to the start of an employee's reassigned shift, which will then be considered the employee's new regularly scheduled shift.

## **ARTICLE 11 HOLIDAYS**

**Section 1.** The following days shall be designated and observed as paid holidays effective

upon ratification:

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

**Section 2.** It is also further agreed that in the event of "snow day" or other inclement weather resulting in the general excusal of County personnel from the performance of their duties, such excusal, with pay, shall also pertain to bargaining unit personnel.

**Section 3.** Employees must work their last scheduled day before and their first scheduled work day after a holiday or be on authorized paid leave, excluding workers compensation and disability leave in order to be paid for the holiday.

**Section 4.** In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, excluding Christmas and New Year's Day, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before.

However, employees assigned to seven (7) day operations will celebrate the actual day of the holiday. Holiday hours shall be midnight to midnight.

**Section 5.** Eligible employees who perform no work on a holiday shall be paid for eight (8) hours of pay at their current hourly rate of pay.

**Section 6.** Employees who are required to work on a holiday shall receive, in addition to the holiday pay, time and one-half for all hours worked.

## **ARTICLE 12 PAID TIME OFF**

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

	<u>Annual Rate</u>	<u>Biweekly Rate</u>	<u>Days Per Year</u>
6 mos. - 3 years continuous service	136 hours	5.2308 hrs	17
3 - 5 years continuous service	152 hours	5.8462 hrs	19
5 - 10 years continuous service	168 hours	6.4615 hrs	21

10 - 15 years continuous service	184 hours	7.0769 hrs	23
15 - 20 years continuous service	200 hours	7.6923 hrs	25
20 or more years continuous service	216 hours	8.3077 hrs	27

(Regular part-time bargaining unit employees shall accrue "Paid Time Off" hours at one-half of the above rate.) Regular part-time employees filling a full-time position on a temporary basis which exceeds ninety (90) calendar days, shall accrue "Paid Time Off" hours at the same rate as a full-time employee for the period of time which the employee works full-time hours after the ninety (90) calendar day period.

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

**Section 1.** Accumulation of PTO hours shall be limited to 700 hours.

**Section 2.** Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of six hundred (600) hours (Maximum payment of three hundred (300) hours at employees current rate of compensation) through date of termination that such employee has accrued.

Upon retirement, this dollar amount will count toward the employee's final average compensation. Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day.

**Section 3.** PTO use for other than disability or illness is limited to twice the amount of time that can be accrued in a year. Bargaining unit employees may bid for anticipated PTO on a seniority basis beginning each January 10th and ending on each January 31st. After January 31st, all employees who have failed to select their anticipated PTO time will take whatever time is available on a first come first serve basis. The department head will notify employees no later than February 28th of approval of anticipated PTO periods. Once PTO is granted for anticipated PTO requests made prior to January 31st, changes will be by mutual agreement. PTO granted for anticipated PTO requests made after January 31st is subject to change if deemed necessary by the department head.

Requests for PTO must be made in writing and signed by the applicant. The form will be submitted to the supervisor designated by the department head for approval or denial. The employer will make reasonable efforts to notify the applicant of the disposition within 24 hours, however, disposition must be provided within 72 hours, unless extreme circumstances require a greater length of time. If after 72 hours the applicant has not been notified of the disposition, the applicant shall make an inquiry, at which time the employer must provide a disposition. Requests for PTO shall not be arbitrarily denied.

**Section 4.** PTO taken for a short term illness of three (3) days or more shall require a doctor's certification before return to work. The EMPLOYER may request a doctor's certification for any absence due to illness if PTO is being abused.

**Section 5.** An employee may not waive PTO and receive extra pay in lieu thereof.

**Section 6.** When a holiday observed by the EMPLOYER falls during an employee's scheduled PTO, the holiday will not be charged as a PTO day.

**Section 7.** For the purpose of computing PTO in accordance with the above provisions, hours worked shall include all hours in paid status as PTO during absence due to sickness or injury. PTO time will accrue during absence due to Workers Compensation or Paid Disability Leave for the first ninety (90) days.

**Section 8.** OPEIU members may donate earned PTO hours to support fellow employees in personal or family situations in accordance with County Policy Number 341, Section 6.7, as amended on April 25, 2006.

### **ARTICLE 13** **DISABILITY LEAVE**

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

### **ARTICLE 13(A)** **LIGHT DUTY**

All employees who may become unable to perform their normal job description duties due to medical restrictions shall be assessed for "light duty" and shall comply with the requirements of the Light Duty Job Program, outlined below. The goal of the program is to get the employee back to productive employment in normal duties as soon as medically possible. Light duty jobs have been developed to enable the County of Saginaw to assign employees to work that will accommodate their medical restrictions.

The County of Saginaw will assign light duty jobs after review of medical evidence of restrictions. All light duty assignments will be consistent with the employee's medical restrictions.

Time spent in a light duty assignment shall count toward an employee's seniority and longevity entitlement.

A light duty assignment will not be used if it displaces a bargaining unit employee or causes a lay-off.

### **ARTICLE 14** **INSURANCE**

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to March 28, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after March 28, 2006.

**Section 1. Health Insurance for CURRENT EMPLOYEES.** The Employer shall pay the premium (subject to employee co-pay as provided in Article 14, Section 10) for the chosen program either PPO Option 1 with a 20% employee co-pay or PPO Option 2 with a 10% employee co-pay, or Community Blue 1 with a 10% employee co-pay, or PPO Option 8 with a 0% employee co-pay, or provide comparable coverage for each employee, their current spouse and dependents as covered under the provisions of this contract and its attachments. CURRENT EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods. After selecting a plan the plan may only be changed during an open enrollment period which shall be announced at least fifteen (15) days in advance. Those employees who do not indicate a plan change shall continue under the previously declared plan. The Employer shall continue to pay its share of the premium for applicable insurance, during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty. Dependents, as used in this section, shall be in accordance with the definition of the insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (Section 12) at the time they are employed and at the annual reopening. Upon full ratification of this Agreement, the Employer will provide a special open enrollment period of 30 days, so that members may change from the option chosen during the term of the former collective bargaining agreement.

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

For Prescription Drugs, a \$5 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

Benefits and coverage for PPO1, PPO2, PPO8 and Community Blue 1 are summarized in the attached benefit grids.

**Section 2. - Health Insurance for NEW EMPLOYEES.** The Employer shall pay the group premium effective on the first day of the month subsequent to completion of six (6) months' qualifying service for the health care program known as PPO8 or provide comparable coverage for each employee, their current spouse and dependents as covered under the PPO8 health care program.

The County shall continue to pay its share of the premium for applicable insurance during any period, if disabled through injuries that are work related, or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty. Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as defined in Section 12) at the time they are employed and at the annual reopening.

NEW EMPLOYEES shall not be eligible for any other health care program offered by the Employer, except as follows: During an open enrollment period, NEW EMPLOYEES may elect to purchase, or "buy up" to PPO Option #1 or PPO Option #2 or Community Blue 1 at a cost equal to the actual difference, plus any administrative expenses, as determined exclusively by the County Controller's Office, between PPO 8 and the coverage elected by the NEW EMPLOYEE. All costs associated with a NEW EMPLOYEE'S election to purchase a plan other than PPO 8 shall be borne exclusively by the affected NEW EMPLOYEE and the Employer shall incur no costs or expenses whatsoever related to any NEW EMPLOYEE'S election to choose a plan other than PPO 8. NEW EMPLOYEES may also be offered other health insurance plans by the Employer, which may be chosen during specified open enrollment periods.

Effective on a date to be determined by the Employer following the special open enrollment period as provided in Article 14, Section 1, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

For Prescription Drugs, a \$5 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

**Section 3. Continuation of Health Care Coverage Upon Retirement For CURRENT EMPLOYEES Only.** To be eligible for continuation of health care coverage upon retirement, employees must satisfy both the age and service requirements associated with retirement under the MERS DB plan, even if they are members of the ICMA DC plan. Employees shall be eligible to continue with the group health insurance option in which they are enrolled at the time of retirement and there will be no opportunity to switch to other existing options, pursuant to the following conditions:

- (a) An employee hired on or before March 31, 1996 retiring from Saginaw County employment and his/her spouse at the time of retirement shall be eligible to continue with the group health insurance option in which they are enrolled, provided proper application is made prior to retirement and the employee is a member of the Plan on the date of retirement.
- (b) An employee hired after March 31, 1996, upon retiring from Saginaw County employment, shall be eligible for single coverage only and may not purchase

coverage for non-covered dependents.

The members understand that the PPO plan most likely will cost them additional out-of-pocket costs if they choose to live anywhere other than Saginaw County during their retirement. The hospitalization insurance for retirees and authorized dependents, as applicable, shall be converted to Medicare complementary coverage at County expense upon either the subscriber or a covered dependent becoming eligible for Medicare. The subscriber and his/her dependent(s) must enroll in both Parts A and B of Medicare at the subscriber's expense. For those retirees enrolled in PPO1 or PPO2, in order to coordinate with Medicare, subscribers may be transferred to a different health plan which coordinates with Medicare (e.g. Traditional/Master Medical). In such a case, if a plan member who becomes eligible for the Medicare conversion dies before the other plan member is eligible for the 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. An employee who retires shall contribute to the payment of the health insurance premium required for coverage of the employee and authorized dependents, as applicable. The retiree's share shall be a percentage as indicated in the following Tables below. Payment shall be in accordance with the number of years of service actually worked for Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the County Defined Benefit Pension through MERS.

Employees who have completed at least twenty (20) years of service actually worked on March 28, 2006 shall contribute to the payment of the health insurance premium as listed in TABLE A.

**TABLE A**

<b><u>Full - Time Years of Service Actually worked</u></b>	<b><u>Employer Pays</u></b>	<b><u>Retiree Pays</u></b>
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20	95%	5%
Over 20	100%	0%

All other employees shall contribute to the payment of the health insurance premium as listed in TABLE B.



**TABLE B**

<b><u>Full - Time Years of Service Actually worked</u></b>	<b><u>Employer Pays</u></b>	<b><u>Retiree Pays</u></b>
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 & Over	95%	5%

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

Employees who retire and are eligible for health insurance coverage, may make an irrevocable election to receive instead health insurance offset payments of One Hundred Fifty Dollars (\$150.00) per month through their retirement, in lieu of said coverage, provided they are not covered under a County health plan. This election is irrevocable; individuals electing this option may not re-enter the health coverage program under any circumstances.

For the specified time period only, as stated herein, CURRENT EMPLOYEES may make an irrevocable election to refuse the retirement health insurance provided in this Section and shall thereby be enrolled in the Plan described in Section 4 below for NEW EMPLOYEES. CURRENT EMPLOYEES refusing traditional retirement health insurance shall never be eligible for the retirement health insurance provided in this Section or any other retirement health insurance provided by the County at any time in the future. CURRENT EMPLOYEES who refuse retirement health insurance and are thereby enrolled in the Plan shall be paid a one-time incentive of Fifteen Thousand Dollars (\$15,000.00) by the County. The employee shall be responsible for any and all tax consequences associated with the incentive payment. This paragraph shall terminate one year from the date of ratification; and on said date and thereafter, this paragraph shall be considered null and void and be eliminated from this Agreement.

**Section 4. Retirement Health Care Savings Program for NEW EMPLOYEES.** NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 3 above or any other retirement health insurance that may be provided by the County 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. The EMPLOYER will contribute 1% of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute a percentage of their salary ranging from 0.25% to 10%. 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 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, or comparable coverage:

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

**Waiting period:** Employees are eligible on the first (1st) day of the month following six (6) months of completed full-time service.

**Percentage:** Class I - 100% (Preventive, diagnostic, emergency palliative)  
Class I Benefits - 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)  
Class II - 50% (Bridges, partials, and dentures)  
\$1,500 maximum per person per contract year for Class I and Class II benefits.

**Section 6. Life Insurance.** The County 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 six (6) months of completed full-time service. The amount reduces to 92%, 84%, 76%, 68%, 60%, and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays, respectively. Employees who retire will be insured for Four Thousand and 00/100 Dollars (\$4,000.00) group term life.

**Section 7. Workers' Compensation.** In the event an employee sustains an occupational injury, he/she will be covered by applicable Workers' Compensation laws. Any employee sustaining an occupational injury shall be paid for the days scheduled to work during the first (1st) seven (7) calendar days after the injury not chargeable to any other benefit. The employee shall fill out the appropriate Workers' Compensation forms and must substantiate such injury. This article shall apply only to compensable injuries.

The employee shall be responsible for immediately filing notice of claim according to statute.

The EMPLOYER shall maintain the right to remain in communication with an employee who is absent due to a compensable injury to determine the nature of the disability, prognosis, and expected date of return.

The EMPLOYER reserves the right to provide fringe benefits as allowed by appropriate Workers' compensation rules, regulations, or law. Fringe benefits which will continue for one (1) year are health, dental, vision and life insurance with the appropriate co-pays required.

**Section 8. Liability Insurance.** The EMPLOYER shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employees arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in the relation to matters committed by law to the employee or to the EMPLOYER under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at (\$15,000,000.00) and shall include the cost of defense, including attorney fees).

**Section 9. Dual Coverage.** Employees and retirees of the EMPLOYER shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this Agreement.

**Section 10. Employee Co-payment.** In respect to the insurance coverage designated in Sections 1, 2 and 5 of this Article, it is agreed that employees shall pay ten percent (10%) of the premium cost of the PPO2 or Community Blue 1 health plan or twenty percent (20%) of the premium cost of the PPO1 health plan, zero percent (0%) of the premium cost of the PPO8 health plan, and ten percent (10%) of the premium cost of the dental plan. The EMPLOYER shall pay the remaining premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders. Applicable rates for the year are those in effect at the beginning of the premium year. The employee's contribution shall be changed only once each year coinciding with the beginning of the premium period, unless the employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time employees hired on or before May 21, 2002, shall continue to receive insurance benefits as provided in Section 1 and Section 5 for themselves only subject to the co-pay provided above. Regular part-time employees hired after May 21, 2002 shall not receive health insurance benefits whatsoever.

**Section 11. Continuation of Insurance.** Insurances shall continue in force at County expense as follows:

**Health:** In the event of layoff, health insurance shall be continued at County expense for a period of two months after the last day of the month subsequent to the date of the employee's layoff. In the event of a leave of absence, health insurance shall be continued at the EMPLOYER'S expense to the last day of the month subsequent to 30 days after the leave began. The term

"EMPLOYER'S expense" shall be in accordance with Section 10 of this Article.

**Dental:** Coverage shall continue at County expense until the last day of the month subsequent to layoff or leave of absence.

**Life:** Life insurance shall continue in force until the end of the month following the month in which the layoff began. Life insurance shall continue in force for a period of up to six (6) months from the first day of the month in which the leave of absence began for all leaves of absence and other than service in the armed forces. In cases of total disability, continuation beyond six (6) months may be possible in accordance with the terms and conditions of the insurance policy. An eligible employee who returns to work without loss of seniority within two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first day of the month after his/her return to work.

**Separation:** In all separations except as provided in Section 3 of this Article, all insurance coverage will terminate the last day of the month subsequent to the employee's separation. Health, dental and vision coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

**Section 12. Option to Health Insurance Coverage.** An employee who is eligible to receive or presently enrolled in a County health insurance program may choose to receive One Hundred, Fifty 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 re-enter 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.

For retiree eligibility for offset payments see Article 14, Section 3.

**Section 13. Optical Insurance.** Employees and their eligible dependents will be entitled to the following vision benefits: eye examination, lenses and frames or contact lenses once every twenty-four (24) months. Commonly used frames and lenses are covered in full. Contact lense allowance is Two Hundred Ten and 00/100 Dollars (\$210.00) if medically necessary, One Hundred Fifty and 00/100 Dollars (\$150.00) if elective. Fully covered services may be received from participating providers. Services from non-participating providers are partially covered.

Co-pays are Twenty-Five and 00/100 Dollars (\$25.00) for eye examination, Twenty-Five and 00/100 Dollars (\$25.00) for lenses and frames or contact lenses. No payroll deduction is required.

**Section 14. 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 15. 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 16. 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.

**Section 17. General.** The EMPLOYER may select or change the insurance carrier of the plans in this Article at its discretion or may choose to be self insured after first informing the UNION of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained. The EMPLOYER agrees to meet and consult with the UNION prior to implementing any change in the provider of health coverage.

## **ARTICLE 15** **LEAVES OF ABSENCE**

**Section 1.** Employees shall be eligible to apply for leaves of absence after completion of

their probationary period with the EMPLOYER. Leaves of absence are for employees who, in addition to their PTO time, require time off their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. However, employees shall first be required to utilize any PTO available to them while on an approved leave of absence, however, employees may elect to maintain a maximum balance of no more than forty (40) hours in their PTO banks throughout their leave of absence, if requested and granted through the Controller's Office or, if applicable, court officials, prior to approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee. Time spent on unpaid leave will not be credited toward years of service in the retirement system if it exceeds thirty (30) days, except that educational leave which benefits the County shall be credited.

**Section 2.** Any request for a leave of absence shall be submitted in writing by the employee to the department head. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The department head shall indicate his/her approval/disapproval and forward the request to the Personnel Department for consideration. In the case of the courts, the respective Chief Judge or designee will render approval/disapproval. Refusal to grant a disability leave shall be subject to the grievance procedure.

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

**Section 4.** An employee on an approved leave of absence will continue to accumulate seniority while on an approved leave of absence, however, the time shall not count toward progression on the merit scale.

**Section 5. Military Leave.** Except as herein provided, the re-employment rights of employees and probationary employees after military service will be limited to applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as those afforded non-union employees pursuant to Saginaw County Policy Number 636, as amended on October 25, 2005.

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

- (a) Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day less amount received for jury duty.

**Section 7.** Employees required either by the County of Saginaw, or any other agency, to appear before a court or such agency on any matters related to the lawful performance of their duties to the EMPLOYER in their work for Saginaw County, and in which they are personally involved as a result of the faithful performance of their duties to the EMPLOYER, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they

receive from the Court or agency and their wages for time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the EMPLOYER.

**Section 8.** Leaves of absence without pay may be granted to any employee elected or selected by the UNION to attend educational classes or conventions conducted by the UNION, provided two (2) weeks notice is given to the EMPLOYER. Refusal to grant leave under this section shall be subject to the grievance procedure. The number will not exceed three (3) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one calendar year.

**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. Family and Medical Leave.** Family and Medical Leave shall be in accordance with Saginaw County Policy No. 364, as amended on January 20, 2009, subject to law.

## **ARTICLE 16** **BEREAVEMENT LEAVE**

In the event of a death in the employee's close or immediate family, specifically, the following relationships: Mother, Father, Sister, Brother, Spouse, Child, Step-Child, Legal Guardian, Parent-in-Law, son or daughter-in-law, Grandparents, Grandchildren, current step-parents, brother-in-law and sister-in-law, the employee shall be granted twenty-four (24) hours additional Paid Time Off (PTO). This additional paid time off shall be added to the employee's current PTO bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO shall apply.

## **ARTICLE 17** **GENERAL**

**Section 1.** Authorized representatives of the UNION shall be permitted to visit the operation of the EMPLOYER during working hours to talk with Stewards of the local UNION and/or representatives of the EMPLOYER concerning matters covered by this Agreement without interfering with the operations of the EMPLOYER. The UNION will notify the EMPLOYER prior to any such visits.

**Section 2.** The EMPLOYER agrees to provide bulletin board space which may be used by the UNION for announcements affecting the EMPLOYER'S employees. Notices other than announcements of meetings, elections, Saginaw County Job Postings, or social events shall be submitted to the EMPLOYER for approval prior to posting.

**Section 3.** Should the EMPLOYER require any employee to be bonded or appointed as a notary public, any premium involved shall be paid by the EMPLOYER.

**Section 4.** Any employee (exclusive of maintenance workers) called in for duty for other than his/her regular shift, shall receive a minimum two (2) hours call in time for which he/she shall be paid straight time or time and one-half (1 1/2) as appropriate in accordance with Article 10, Section 3.

Maintenance workers who are called in to start their shift early will have two (2) options: (1) working an eight (8) hour shift and leaving when given permission; or (2) working an eight (8) hour shift plus two (2) hours (should the additional time worked be two (2) hours or less, the minimum amount of compensation will be for a two (2) hour period). Under the above conditions, when the maintenance worker leaves after the eight (8) hour shift, a signature of approval must be obtained on the time card from the Director of Maintenance or designee. Should the maintenance worker be called into work on weekends or after hours (any hours not in conjunction with regular shift), the worker will be compensated for time worked. (Should the time worked be two (2) hours or less, the minimum amount of compensation received will be for a two (2) hour period).

**Section 5.** Each employee shall have the right to review his/her personnel file upon request.

**Section 6.** Employees required to drive their privately owned vehicle for County business shall be entitled to reimbursement at a base mileage rate equivalent to the IRS approved rate for the time period.

**Section 7.** The County agrees to have this Agreement printed and to distribute copies to members of the bargaining unit.

**Section 8.** The EMPLOYER shall furnish five (5) sets of shirts and trousers to designated custodial and maintenance employees. Shirts and trousers shall be laundered, repaired and maintained in a business-like appearance at all times by the employee. Said clothing will be replaced by the EMPLOYER when required based on normal wear and exchange of the old shirt or trouser. Misuse or careless defacing or destruction of the clothing will be at the expense of the employee. Said clothing shall be worn only on the job and to and from work.

The County will pay an annual Seventy-Five and 00/100 Dollar (\$75.00) uniform cleaning fee to the maintenance and custodial employees payable on or about June 1 of each year. Ground maintenance employees shall also receive Eighty-Five and 00/100 Dollars (\$85.00) per year footwear allowance for safety shoes required under the Department of Labor safety standards. This Section shall apply to applicable employees who actually work during the period of the allowance (e.g. employees on a year-long disability do not qualify). However, any employee who was not eligible for the uniform cleaning fee and footwear allowance on June 1, shall receive the allowance(s) when he/she returns to work that same year (e.g. prior to the next June 1).

**Section 9.** The EMPLOYER encourages Saginaw County residency for all employees. Where appropriate, the EMPLOYER may recruit and hire qualified individuals from within Saginaw County or those who indicate an intention to relocate to Saginaw County, but the EMPLOYER shall not discriminate against any bargaining unit member on account of residency.



**Section 10. Educational Reimbursement.** Regular full-time and part-time employees shall be eligible to participate and enjoy the benefits of educational reimbursement as defined in the Saginaw County Educational Reimbursement Policy to the extent and level of benefit as determined by the Board of Commissioners and in effect at the time of application. This program is not funded as of the date of this Agreement.

**ARTICLE 18**  
**SAVINGS CLAUSE**

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

**ARTICLE 19**  
**WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, except as provided in Article 20, Section 2.

**ARTICLE 20**  
**SALARIES**

**Section 1.** Job classification seniority for progression on the salary schedule shall commence with the employee's first full day of work within that classification on a regular basis for the EMPLOYER; provided, however, an employee assigned to a higher position on a full-time temporary basis, which later becomes regular, without a break, shall retain classification seniority from date first assigned.

Wages shall be:

Effective October 1, 2009: No base wage increase

Effective October 1, 2010: No base wage increase; 1.75% One-time lump sum, considered as payroll.

Effective October 1, 2011: No base wage increase; 1.75% One-time lump sum, considered as payroll.

Effective October 1, 2012: No base wage increase; 1.75% One-time lump sum, considered

as payroll.

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. Contingent on ratification by all parties by December 15, 2010 and contingent on all Union signatories' execution of this Agreement by December 22, 2010, payment of the first lump sum shall be made for the pay period ending January 8, 2011, to be included in the paycheck to be issued January 14, 2011.

**Section 2.** Each job classification as indicated in Schedule A shall have a written job description on file in the County Personnel Office and may be reviewed by the employees or the UNION upon request. If during the life of the Agreement, new jobs within the bargaining unit are established or the duties and responsibilities of an existing job are substantially changed, the EMPLOYER shall evaluate the job prior to establishing a rate of pay therefore. Whenever a request is made for the classification of a new position or the reclassification of a current position, the UNION shall be given a copy of the request, including a copy of the proposed job description or employee questionnaire. The UNION may, at its discretion, submit documentation to support or oppose the request and make comments on the proposed job description or employee questionnaires, which will be presented to the Labor Relations Subcommittee. Any changes in the job evaluation committee structure for bargaining unit employees will be negotiated.

The bargaining unit shall designate one of its members to serve as an active participant on the subcommittee's factoring recommendation panel for a minimum of one (1) year; to factor as determined by the EMPLOYER only those positions that are included in this bargaining unit. The UNION'S participation in this process does not diminish, whatsoever, the exclusive right of management to determine job classifications in accordance with Article 2, Section 2. The EMPLOYER shall ultimately make the final decision to determine job classifications.

## **ARTICLE 21**

### **LONGEVITY**

Full-time members of the bargaining unit (hired before March 28, 2006 shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of Seventy and 00/100 Dollars (\$70) per year for each full year (as of December 1) of full-time continuous services as defined in Article 6 beginning upon completion of five (5) years of service. Employees hired on or after March 28, 2006 shall not be eligible for nor shall they receive longevity pay. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive pro rate longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive prorated longevity pay for the year.

**ARTICLE 22**  
**RETIREMENT**

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to March 28, 2006; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after March 28, 2006.

Employees hired prior to April 1, 1996, who have not voluntarily opted to be members of the ICMA Defined Contribution plan or who are otherwise eligible for and currently participating in MERS, shall be members of the Michigan Municipal Employer's Retirement System in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended with Benefit B-4 (with 3.88% employee contribution) and F50/25 or F55/20, FAC 5, V-6 Program with zero percent (0%) employee contribution.

All other Current Employees hired on or after April 1, 1996, will become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following employee and employer contributions:

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

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

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

The employee may select one (1) of the above contribution plans initially upon being hired and may change the contribution plan in accordance with regulations established by the ICMA. Employees under the Defined Contribution Plan can retire at age fifty-five (55) with six (6) years of service.

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

<u>Service Time</u>	<u>Retained by Employee</u>
Up to and including 35 months	0%

36 months through 47 months	25%
48 months through 59 months	50%
60 months through 71 months	75%
72 months plus	100%

Ten (10) days worked in a month will be counted as one (1) month. Employees can select from the investment options provided by 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 UNION'S and the employees funds. The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the UNION harmless for employee liability related to the new program.

If the Employer offers early retirement incentives to any other represented group of County employees (other than those groups subject to Act 312 binding arbitration) or to non-union employees, then the Employer shall meet with the Union to determine if the early retirement incentives were offered without economic concession on the part of the other group(s). If no economic concessions were made by the other group(s), then the Employer shall offer the same incentives to this Union. Conversely, if economic concessions were made by the other group(s), then the Employer will provide this Union the opportunity to accept the incentives in exchange for making the same economic concessions as were made by the other group(s).

**ARTICLE 23**  
**TERMINATION OF AGREEMENT**

This Agreement shall be in full force and in effect from the date of agreement between the parties, to and including September 30, 2013, subject to approval by District, Circuit, Probate Judges, Saginaw County Elected Officials, and the Saginaw County Board of Commissioners and ratification by the OPEIU membership, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.


It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2013, or September 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such agreement.

FOR THE COUNTY OF SAGINAW

By:  Date: 3/25/11  
MICHAEL P. O'HARE, Chair  
Board of Commissioners

[signature pages continue]

FOR THE UNION OFFICE AND  
PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 459

By:  Date: 11/17/10  
JEFFREY FLEMING, Serv. Representative

FOR THE 10<sup>TH</sup> CIRCUIT COURT

By: Robert L. Kaczmarek Date: 2/9/11  
HONORABLE ROBERT L. KACZMAREK  
Chief Judge

By: Beth Hazzard Date: 11-17-10  
BETH HAZZARD

FOR SAGINAW COUNTY PROBATE COURT

By: Patrick J. McGraw Date: 2/14/11  
HONORABLE PATRICK J. MCGRAW  
Presiding Judge

By: Kathleen E. Martin Date: 11-17-10  
KATHLEEN E. MARTIN

FOR THE 70<sup>TH</sup> DISTRICT COURT

By: M. Randall Jurrens Date: 2-2-11  
HONORABLE M. RANDALL JURRENS  
Chief Judge

By: Kathleen Reisterer Date: 11-17-10  
KATHLEEN REISTERER

SAGINAW COUNTY ELECTED OFFICIALS

By: Mildred M. Dodak Date: 2-2-11  
MILDRED M. DODAK  
Register of Deeds

By: Lonny Sampson Date: 11-17-10  
LONNY SAMPSON

By: Marvin D. Hare Date: 2/9/11  
MARVIN D. HARE  
Treasurer

By: Erika L. Speace Date: 11/17/10  
ERIKA L. SPEACE

By: Susan S. Kaltenbach Date: 2-3-11  
SUSAN S. KALTENBACH  
Clerk

By: Michael D. Thomas Date: 3/21/11  
MICHAEL D. THOMAS  
Prosecuting Attorney

By: James A. Koski Date: 2-3-11  
JAMES A. KOSKI  
Public Works Commissioner  
[signature pages continue]

By: Marc A. McGill Date: 1-25-11  
MARC A. MCGILL  
Controller

Approved as to Form:

By: Andre R. Borrello Date: 1-18-11  
GILBERT, SMITH & BORRELLO, PC  
By: Andre R. Borrello

## APPENDIX A

### A. MANAGEMENT SECURITY

**Section 1.** No employee, UNION member or other agent of the UNION, shall be empowered to call, encourage, cause, or participate in or support any strike, work stoppage, or cessation of employment prohibited under Act 379, Public Acts of 1965. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

### B. JUDGES' PERSONAL STAFF

**Section 1.** Members of each Judge's personal staff, bailiffs, court clerks, court reporters, and secretaries, serve at the sole and unabridged discretion of the Judge to whom said employee is assigned. All of said positions shall be filled at the sole discretion of the Judge for whom said employee is to work. The members of the Judge's personal staff shall have the right to the grievance procedure as herein above set forth. No language dealing with transfers and/or bumping shall be applicable to the Judge's personal staff.

**Section 2.** In the event a member of the Judge's personal staff is relieved of his/her position for any reason other than discharge by the Judge for just cause, said employee will be treated as if he/she was laid off and he/she will have the rights granted under Article 9 "LAYOFF AND RECALL".

**Section 3.** The provisions of this Addendum shall supersede and take precedence over any provision of the Agreement hereinbefore set forth which is inconsistent with any provision of this Addendum.

**APPENDIX B  
Salary Schedules**

T-01	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$18,038	\$18,580	\$19,166	\$19,754	\$20,432	\$21,103	\$21,736
	\$693.77	\$714.62	\$737.15	\$759.77	\$785.85	\$811.65	\$836.00

T-02	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$18,768	\$19,331	\$20,007	\$20,684	\$21,436	\$22,024	\$22,685
	\$721.85	\$743.50	\$769.50	\$795.54	\$824.46	\$847.08	\$872.50

T-03	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$19,585	\$20,173	\$20,843	\$21,526	\$22,197	\$22,947	\$23,636
	\$753.27	\$775.88	\$801.65	\$827.92	\$853.73	\$882.58	\$909.08

T-04	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$20,320	\$20,929	\$21,687	\$22,449	\$23,201	\$23,954	\$24,672
	\$781.54	\$804.96	\$834.12	\$863.42	\$892.35	\$921.31	\$948.92

T-05	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$21,139	\$21,773	\$22,530	\$23,288	\$24,251	\$24,882	\$25,632
	\$813.04	\$837.42	\$866.54	\$895.69	\$932.73	\$957.00	\$985.85

T-06	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$21,958	\$22,616	\$23,372	\$24,211	\$25,046	\$25,892	\$26,670
	\$844.54	\$869.85	\$898.92	\$931.19	\$963.31	\$995.85	\$1,025.77

T-07	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$23,018	\$23,710	\$24,549	\$25,390	\$26,314	\$27,236	\$28,054
	\$885.31	\$911.92	\$944.19	\$976.54	\$1,012.08	\$1,047.54	\$1,079.00

T-08	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$24,160	\$24,882	\$25,810	\$26,731	\$27,658	\$28,669	\$29,527
	\$929.23	\$957.00	\$992.69	\$1,028.12	\$1,063.77	\$1,102.65	\$1,135.65

T-09	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$25,385	\$26,148	\$27,068	\$28,075	\$29,090	\$30,097	\$30,999
	\$976.35	\$1,005.69	\$1,041.08	\$1,079.81	\$1,118.85	\$1,157.58	\$1,192.27



**APPENDIX B**  
**Salary Schedules**

T-10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$26,608	\$27,407	\$28,501	\$29,674	\$30,852	\$32,028	\$32,990
	\$1,023.38	\$1,054.12	\$1,096.19	\$1,141.31	\$1,186.62	\$1,231.85	\$1,268.85

T-11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$27,994	\$28,832	\$30,097	\$31,358	\$32,614	\$33,883	\$34,899
	\$1,076.69	\$1,108.92	\$1,157.58	\$1,206.08	\$1,254.38	\$1,303.19	\$1,342.27

T-12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$29,788	\$30,680	\$32,026	\$33,372	\$34,721	\$36,064	\$37,146
	\$1,145.69	\$1,180.00	\$1,231.77	\$1,283.54	\$1,335.42	\$1,387.08	\$1,428.69

T-13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$31,584	\$32,531	\$33,959	\$35,391	\$36,824	\$38,248	\$39,395
	\$1,214.77	\$1,251.19	\$1,306.12	\$1,361.19	\$1,416.31	\$1,471.08	\$1,515.19

T-14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$33,462	\$34,463	\$35,973	\$37,496	\$39,008	\$40,517	\$41,734
	\$1,287.00	\$1,325.50	\$1,383.58	\$1,442.15	\$1,500.31	\$1,558.35	\$1,605.15

T-15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$35,419	\$36,481	\$38,079	\$39,672	\$41,275	\$42,874	\$44,160
	\$1,362.27	\$1,403.12	\$1,464.58	\$1,525.85	\$1,587.50	\$1,649.00	\$1,698.46

T-16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Starting	6 months	1 year	2 years	3 years	4 years	5 years
10/1/09 - 9/30/13	\$37,465	\$38,589	\$40,187	\$41,954	\$43,625	\$45,390	\$46,751
	\$1,440.96	\$1,484.19	\$1,545.65	\$1,613.62	\$1,677.88	\$1,745.77	\$1,798.12

# SAGINAW COUNTY HEALTH BENEFITS



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

## OUT OF NETWORK

BENEFITS	IN-NETWORK		OUT OF NETWORK	
	PPO1 601	PPO2 621	PPO1 & PPO2	TRADITIONAL RETIREES 900/910
<b>Hospital Inpatient</b>				120 Basic/ MM
Days Available	Unlimited after deductible	Unlimited after deductible	20%	Covered
General Care	Covered after deductible	Covered after deductible	20%	Covered
Maternity Care	Covered after deductible	Covered after deductible	20%	Covered
Intensive Care	Covered after deductible	Covered after deductible	20%	Covered
Cosmetic Surgery	Limited; Covered after deductible	Limited; Covered after deductible	20%	Covered
Dental Care	Limited; Covered after deductible	Limited; Covered after deductible	20%	Covered
Semi-Private room	Covered after deductible	Covered after deductible	20%	Covered
Services and Supplies	Covered after deductible	Covered after deductible	20%	Covered
Anesthesia	Covered after deductible	Covered after deductible	20%	Covered
Diagnostic Tests	Covered after deductible	Covered after deductible	20%	Covered
Drugs	Covered after deductible	Covered after deductible	20%	Covered
DME	Covered after deductible	Covered after deductible	20%	Covered
P&O	Covered after deductible	Covered after deductible	20%	Covered
Meals	Covered after deductible	Covered after deductible	20%	Covered
Nursing Care	Covered after deductible	Covered after deductible	20%	Covered
<b>Hospital Outpatient</b>			NA	Covered
Emergency Room	\$50 Copay, Waived if admitted or for an accidental injury	\$50 Copay, Waived if admitted or for an accidental injury	20%	Covered
Chemotherapy	Covered after deductible	Covered after deductible	20%	Covered
Pre-admission Testing	Covered after deductible	Covered after deductible	20%	Covered

# SAGINAW COUNTY HEALTH BENEFITS

Physical Therapy, Occupational and Speech Therapy . Facility . Physician's Office - excludes speech and Occupational therapy	60 consecutive days per condition annually after deductible	60 consecutive days per condition annually after deductible	[REDACTED]	20% 20%	[REDACTED]	60 Consecutive days per condition, annually then Master Medical after deductible.
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# SAGINAW COUNTY HEALTH BENEFITS

OUT OF NETWORK

IN-NETWORK

TRADITIONAL  
RETIREES

BENEFITS	PPO1	PPO2	PPO1 & PPO2	TRADITIONAL RETIREES
<b>Mental Health &amp; Substance Abuse (approved facilities)</b> Inpatient Psychiatric	45 days after deductible	30 days after deductible	20%	30 days
Inpatient Hospital, Residential Sub Abuse	Unused Psychiatric days	Unused Psychiatric days	NA	Unused Psychiatric days
Outpatient Mental Health Facility and Clinic	20 visits/cal.yr. after deductible	20 visits/ cal. Yr. 50% Copayment after deductible	NA	50% after Master Medical deductible
Physicians Office	35 visits/ cal. yr. after deductible	20 visits/cal.yr. 50% copayment after deductible	NA	50% MM/deductible
Outpatient & Non-Hospital based Residential Sub. Abuse Care				Up to state mandated dollar amount.
<b>Special Services &amp; Hospital Programs</b>			20%	Covered
Hemodialysis	Covered after deductible	Covered after deductible	NA	Covered
Home Health Care	Covered after deductible	Covered after deductible	NA	Not Covered
Convalescent Care/Skilled Nursing Care	730 days lifetime after deductible	45 days per cal. Yr. after deductible	NA	Covered
Hospice Care - Lifetime limit benefit maximum changes periodically	Covered	Covered	NA	Covered
Individual Case Mgmt.	Available	Available	NA	Available
Bone Marrow Transpl. must be coordinated (1-800-242-3504). Kidney, Cornea, and Skin	Covered after deductible	Covered after deductible	20%	Covered
Specified Organ Transplant - up to \$1,000,000 per transpplant designated facilities only coordination 1-800-242-3504)	Covered	Covered	Not Covered	Covered

OUT OF NETWORK

IN-NETWORK

# SAGINAW COUNTY HEALTH BENEFITS

BENEFITS	PPO1	PPO2	PPO1 & PPO2	TRADITIONAL RETIREES
Predetermination Request in Michigan Hospitals Request in Michigan	PAR Hospital requests	PAR Hospital requests	Non-Par	Required by physician out of state.
<b>Physicians Care</b>				
<b>Preventive Services</b>				
Health Maintenance Exam 1 per calendar yr.	Covered	Covered	Not Covered	Covered
Annual Gynecological Exam 1 per calendar yr.	Covered	Covered	Not Covered	Covered
Mammography Screening 1 per calendar year - no age restrictions	Covered	Covered	Not Covered	Covered
Screening Services 1 per calendar year	Covered	Covered	Not Covered	Covered
<ul style="list-style-type: none"> <li>. CBC</li> <li>. Chemical Profile</li> <li>. Urinalysis</li> <li>. Chest X-Ray</li> <li>. EKG</li> <li>. Cholesterol Screening</li> <li>. TB Tine 1 every two yrs.</li> <li>. Pap Smear</li> <li>. Child Immunizations</li> <li>. Adult Immunizations: Influenza, Pneumococcal, Hemophililla</li> </ul>	Covered Covered	Covered Covered	Not Covered Not Covered	Not Covered Not Covered
Well Baby Visits	Covered	Covered	Not Covered	Not Covered
<ul style="list-style-type: none"> <li>. 6 visits up to age 1</li> <li>. 6 visits between ages 1 &amp; 2</li> <li>. 3 visits between ages 2 &amp; 3</li> <li>. 3 visits between ages 3 &amp; 4</li> <li>. 1 visit between ages 4 &amp; 16</li> </ul>				
Flexible Sigmoidoscopy	Covered	Covered	Not Covered	Not Covered
Colonoscopy Screening	Covered	Covered	20%	Covered
Fecal Occult Blood Screening	Covered	Covered	Not Covered	Not Covered
Prostate Specific Antigen (PSA)	Covered	Covered	Not Covered	Covered

**OUT OF NETWORK**

**IN-NETWORK**

**TRADITIONAL RETIREES**

BENEFITS	PPO1		PPO2		PPO1 & PPO2		TRADITIONAL RETIREES
	Covered	Covered after deductible	Covered	Covered after deductible	20%	20%	
<b>Physician's Care</b>							
Voluntary Second Surgical Opinion	Covered		Covered		20%		Covered
Allergy Testing & Serum	Covered		50% copayment		20%		Master Medical after deductible
Surgery	Covered after deductible		Covered after deductible		20%		Covered
Anesthesia	Covered after deductible		Covered after deductible		20%		Covered
Medical Care (hospital)	Covered after deductible		Covered after deductible		20%		Covered
Consultations (hospital)	Covered after deductible		Covered after deductible		20%		Covered
<b>Emergency Care</b>					NA		Covered
Accidental Injury	Covered after deductible		Covered after deductible		NA		Covered
Medical Emergency	Covered after deductible		Covered after deductible		20%		Not Covered
<b>Reproductive Care</b>							
Voluntary Sterilization	Covered after deductible		Covered after deductible		20%		Covered
Termination of Pregnancy	Covered after deductible		Covered after deductible		20%		\$5 or 10% whichever is greater
<b>Diagnostic Services</b>							
Diagnostic Radiology, X-Rays Cat Scans, MRI	Covered after deductible		Covered after deductible		20%		\$5 or 10% whichever is greater
Laboratory and Pathology	Covered after deductible		Covered after deductible		20%		\$5 or 10% whichever is greater
Diagnostic Tests (EKG, EMG, EEG)	Covered after deductible		Covered after deductible		20%		\$5 or 10% whichever is greater
Radiation Therapy	Covered after deductible		Covered after deductible		20%		MM after deductible
<b>Other Medical Care Benefits</b>							
Ambulance	Covered after deductible		Covered after deductible		NA		MM after deductible
Chiropractic Spinal Manipulation	Not Covered		Not Covered		Not Covered		MM after deductible
DME	Covered after deductible		50% copayment after deductible		NA		MM after deductible
Prosthetic & Orthotic Appliances	Covered after deductible		50% copayment after deductible		NA		MM after deductible
Medical Supplies & Dressings	Covered after deductible		50% copayment after deductible		NA		MM after deductible 5

# SAGINAW COUNTY HEALTH BENEFITS

BENEFITS	IN-NETWORK		OUT OF NETWORK		TRADITIONAL RETIREES
	PPO1	PPO2	PPO1 & PPO2		
<b>Prescription Drugs</b>					
Member Copayment	\$10 Generic \$40 Brand Name	\$10 Generic \$40; Brand Name	Copay + 25%	\$2	
Insulin with Needles/Syringes	\$10 Generic \$40 Brand Name	\$10 Generic \$40; Brand Name	Copay + 25%	\$2	Not Covered
Contraceptive Medications	\$10 Generic \$40 Brand Name	\$10 Generic \$40; Brand Name	20%	Not Covered	Not Covered
Contraceptive Devices	Covered	Covered	Copay + 25%	Required	Covered
Generics	Required	Required	Copay + 25%	Copay	Up to 90 day supply for 1
Elective Drugs	Covered	Covered	Not Covered	Not Covered	copay
Mail Order Prescription Drugs through Medco-Health	Up to 90 day supply for \$10/Generic \$40 Brand	Up to 90 day supply for \$10/Generic \$40 Brand			
Specialty Drugs through Option Care					

# SAGINAW COUNTY HEALTH BENEFITS

BENEFITS	IN-NETWORK		OUT OF NETWORK		TRADITIONAL RETIREES
	PPO1	PPO2	PPO1 & PPO2		
Deductible/Copayments/Maximums					Required/Master Medical Only
Claim Forms	NA	NA			\$100 Individual/\$200 Family - Master Medical Only
Annual Deductible	\$100 Individual/\$200 Family Deductible	\$100 Individual/\$200 Family Deductible		\$200/400	
Copayments *Percentage	NA	NA			20% General, 50% Psychiatric for Master Medical only.
*Fixed	\$20 Office Visit, \$50 Emergency Room	\$20 Office Visit, \$50 Emergency Room		\$50 Emergency Room	NA
Preventive Care Maximum - Annual	As stipulated	As Stipulated		Not Covered	NA



# SAGINAW COUNTY HEALTH BENEFITS

BENEFITS	IN-NETWORK		OUT OF NETWORK		TRADITIONAL RETIREES
	PPO1	PPO2	PPO1 & PPO2		
Copayment Maximums: Annual Copayment Maximum - excludes copayments on Prescription Drug, Mental Health Care, Substance Abuse Care and Private Duty Nursing care and Fixed \$ copayments	NA	NA	[REDACTED]	[REDACTED]	Master Medical \$1,000 per Contract
Lifetime Maximum (General Care)	NA	NA	[REDACTED]	NA	\$1,000,000 per member Master Medical Only
Medicare/ BCBSM Supplemental Coverage	NA	NA	[REDACTED]	NA	Medicare Parts A & B Required
CUSTOMER SERVICE	1-800-258-8000				
WEBSITE	<a href="http://www.bcbsmi.com">www.bcbsmi.com</a>				

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificates and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.



## Community Blue<sup>SM</sup> PPO – Plan 8 - Suffix 660 Benefits-at-aGlance

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

### In-network

### Out-of-network

#### Member's responsibility (deductibles, copays and dollar maximums)

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

	In-network	Out-of-network
<b>Deductibles</b>	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b>		
• Fixed dollar copays	\$20 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent copays	20% for general services (copay waived if service is performed in a PPO physician's office) and 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay dollar maximums</b>		
• Fixed dollar copays	None	None
• Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$2,500 for one member, \$5,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
<b>Dollar maximums</b>	\$1 million lifetime maximum per covered specified human organ transplant type and as noted for individual services	

**Preventive care services** – \*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

Service	In-network	Out-of-network
Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Adult and childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM Note: Immunizations for travel to foreign countries are not covered.	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

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**In-network****Out-of-network****Mammography**

Mammography screening	Covered – 80% after deductible	Covered – 60% after deductible
One per calendar year, no age restrictions		

**Physician office services**

Office visits	Covered – \$20 copay per office visit	Covered – 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 80% after deductible	Covered – 60% after deductible, must be medically necessary
Office consultations	Covered – \$20 copay per office visit	Covered – 60% after deductible, must be medically necessary
Urgent care visits	Covered – \$20 copay per office visit	Covered – 60% after deductible, must be medically necessary

**Emergency medical care**

Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

**Diagnostic services**

Laboratory and pathology services	Covered – 80% after deductible	Covered – 60% after deductible
Diagnostic tests and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
Therapeutic radiology	Covered – 80% after deductible	Covered – 60% after deductible

**Maternity services provided by a physician**

Prenatal and postnatal care	Covered – 100%	Covered – 60% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 80% after deductible	Covered – 60% after deductible
	Includes delivery provided by a certified nurse midwife	

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient consultations	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible

**Alternatives to hospital care**

Skilled nursing care	Covered – 80% after deductible	Covered – 80% after deductible
	Up to 120 days per member per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
Home infusion therapy – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

**Surgical services**

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 80% after deductible	Covered – 60% after deductible
Presurgical consultations	Covered – 100%	Covered – 60% after deductible
Colonoscopy	Covered – 80% after deductible	Covered – 80% after deductible
Voluntary sterilization	Covered – 80% after deductible	Covered – 60% after deductible

**In-network****Out-of-network****Human organ transplants**

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 80% after deductible	Covered – 60% after deductible
Specified oncology clinical trials	Covered – 80% after deductible	Covered – 60% after deductible
Kidney, cornea and skin transplants	Covered – 80% after deductible	Covered – 60% after deductible

**Mental health care and substance abuse treatment**

Inpatient mental health care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 50% after deductible	Covered – 50% after deductible
	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved facilities only	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount that is adjusted annually	

**Other covered services**

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible	Covered – 60% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic spinal manipulation	Covered – 100%	Covered – 60% after deductible
	Up to a maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 80% after deductible	Covered – 80% after deductible
Prosthetic and orthotic appliances	Covered – 80% after deductible	Covered – 80% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible



## Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage with \$5 Generic / \$40 Brand Name Fixed Dollar Copay Benefits-at-a-Glance Suffix 660

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is **not a contract**. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

**Note:** The mail order pharmacy for specialty drugs is Option Care, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Option Care customer service at 866-615-1355.

### Network pharmacy

### Non-network pharmacy

#### Member's responsibility (copays)

	Network pharmacy	Non-network pharmacy
Generic prescription drugs	\$5 copay for each drug	\$10 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Prescribed over-the-counter drugs – when covered by BCBSM	\$5 copay for each drug	\$10 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Brand name prescription drugs	\$40 copay for each drug	\$40 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	Copay for up to a 34 day supply: • \$5 copay for each generic drug • \$40 copay for each brand name drug  Copay for a 35 to 90 day supply: • \$10 copay for each generic drug • \$80 copay for each brand name drug	No coverage

**Note:** If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic *plus* the applicable copay.

#### Covered services

	Network pharmacy	Non-network pharmacy
"Rx only" drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco, an independent company (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

**Note:** A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

**[bcbsm.com](http://bcbsm.com)**



### Features of your plan

Drug interchange and generic copay waiver	<p>Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Quantity limits	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>

### Optional riders

Rider RXP, prescription drug preauthorization requirement	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. <b>Step Therapy</b>, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Only claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at <a href="http://bcbsm.com">bcbsm.com</a>. Log in under "I am a Member" and click on "Prescription Drugs."</p>
Rider RX-90-2x, prescription drug 90-day supply 2x	<p>Expands retail coverage of prescription drugs to include 84 to 90-day supplies (prescriptions with days supply between 35 to 83-days are not covered via retail), subject to one member copay that is double the amount that would apply for a 34-day refill. Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider. You must be on your medication for at least 60 out of the past 120 days under your BCBSM coverage before using this option.</p> <p><b>Note:</b> If a plan currently has Rider MOPD, the group may add Rider RX-90. Otherwise, Rider RX-90-2x is the only option because the copay at mail order and at retail must match for dispensing up to a 90 day supply.</p>
Rider PD-XED, excludes elective drugs	<p>Excludes coverage for elective drugs.</p> <p><b>Note:</b> Elective drugs are lifestyle drugs such as those that treat sexual impotency or infertility, help in weight loss or help to stop smoking. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated.</p>
Rider Prx-MM	<p>Requires the member to pay the difference between the maximum allowable cost of the generic drug and the BCBSM approved amount for the brand name drug, plus the member's copay and/or deductible, if applicable.</p>
Rider CI, contraceptive injections Rider PD-CM, prescription contraceptive medications	<p>Adds coverage for contraceptive injections.</p> <p><b>Note:</b> These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p>

[bcbsm.com](http://bcbsm.com)

## Benefits-at-a-Glance

The information contained herein provides a general summary of your group's health care benefits. It is not a contract. This summary may not reflect additional limitations or exclusions that apply to covered services or the most recent updates to BCBSM certificates, riders, plan modifications and/or changes that your group may be making to your coverage. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. You can also contact your health care administrator or call the customer service phone number printed on the back of your ID card if you have additional questions regarding your health care benefits.

Group: Saginaw County  
 Group No: 67481650  
 Effective Date: 05/01/2010

### Eligibility Information

Member	Eligibility Criteria
Dependents	Your spouse, and unmarried children until the end of the year in which they turn age 19.
Family Continuation	Your unmarried children until the end of the year in which they turn age 25.

Medicare Supplemental coverage is provided to Medicare enrollees who have both Medicare Part A and Part B coverage.

We pay for covered services described in your certificate, less those amounts payable by Medicare. The distinctions between "in-network" and "out-of-network" providers are removed. You are required to pay only "in-network" cost-sharing requirements described in your certificate when you receive services covered by Medicare.

In instances where Medicare does not cover preventive care services, the calendar year frequency restriction is amended to "once every 12 months", except for well-baby and child care visits.

If a service is not covered by Medicare, but it is a benefit under your certificate, payment is based on the BCBSM approved amount minus the applicable deductible and copayment requirements.

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specially are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

### Member's Responsibility (Deductible, Copay and Maximums)

Benefit	In-Network	Out-of-Network
Deductible	\$100 per member or \$200 for the family per calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$200 per member or \$400 for the family per calendar year
Copays	\$10 copay per visit for specific office services	Not applicable
Fixed dollar copays		
Emergency services copay	\$50 copay for emergency services, waived if admitted or for an accidental injury	\$50 copay for emergency services, waived if admitted or for an accidental injury
Percent copays	50 percent of approved amount for private duty nursing 100 percent of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.	50 percent of approved amount for private duty nursing 20 percent of approved amount for most other covered services
Copay dollar maximums	None	\$2,000 per member or \$4,000 for the family per calendar year
Dollar maximums	\$1 million lifetime maximum per covered specified human organ transplant type	

**Preventive care services - No annual maximum**

Benefits	In-Network	Out-of-Network
Health maintenance exam - Includes chest x-ray, EKG and select lab procedures - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Gynecological exam - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Pap smear screening (laboratory and pathology services)- one per calendar year	Covered - 100 percent of the approved amount	Not covered
Well-baby and child care	Covered - 100 percent of the approved amount	Not covered
<ul style="list-style-type: none"> <li>■ 6 visits, birth through 12 months</li> <li>■ 6 visits, 13 months through 23 months</li> <li>■ 6 visits, 24 months through 35 months</li> <li>■ 2 visits, 36 months through 47 months</li> <li>■ Visits beyond 47 months are limited to one per member, per calendar year under the health maintenance examination benefit</li> </ul>		
Adult and Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM	Covered - 100 percent of the approved amount	Not covered
<ul style="list-style-type: none"> <li>■ Note: Immunizations for travel to foreign countries are not covered.</li> </ul>		
Fecal occult blood screening - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Flexible sigmoidoscopy exam - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Prostate specific antigen (PSA) screening - one per calendar year	Covered - 100 percent of the approved amount	Not covered

**Mammography**

Benefits	In-Network	Out-of-Network
Routine mammogram - One per calendar year, no age restrictions	Covered - 100 percent of the approved amount	Covered - 80 percent of the approved amount after deductible

**Physician office services**

Benefits	In-Network	Out-of-Network
Office visits	\$10 copay per visit for specific office services	Covered - 80 percent of the approved amount after deductible
<ul style="list-style-type: none"> <li>■ Note: Must be medically necessary for out-of-network services.</li> </ul>		
Outpatient and home medical care visits	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
<ul style="list-style-type: none"> <li>■ Note: Must be medically necessary for out-of-network services.</li> </ul>		
Office consultations	\$10 copay per visit for specific office services	Covered - 80 percent of the approved amount after deductible
<ul style="list-style-type: none"> <li>■ Note: Must be medically necessary for out-of-network services.</li> </ul>		
Urgent care visits	\$10 copay per visit for specific office services	Covered - 80 percent of the approved amount after deductible
<ul style="list-style-type: none"> <li>■ Note: Must be medically necessary for out-of-network services.</li> </ul>		

**Emergency medical care**

Benefits	In-Network	Out-of-Network
Hospital emergency room	\$50 copay for emergency services, waived if admitted or for an accidental injury	\$50 copay for emergency services, waived if admitted or for an accidental injury
Ambulance services - must be medically necessary	Covered - 100 percent of the approved amount after deductible	Covered - 100 percent of the approved amount after deductible

**Diagnostic services**

Benefits	In-Network	Out-of-Network
Laboratory and pathology services	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Diagnostic tests and x-rays	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Therapeutic radiology	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

**Maternity services provided by a physician or certified nurse midwife**

Benefits	In-Network	Out-of-Network
Prenatal and postnatal care - Includes covered services provided by a certified nurse midwife	Covered - 100 percent of the approved	Covered - 80 percent of the approved



	amount	amount after deductible
Delivery and nursery care - includes covered services provided by a certified nurse midwife	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

Hospital care		
Benefits	In-Network	Out-of-Network
Semiprivate room - inpatient physician care, general nursing care, hospital services and supplies - unlimited days	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
ii Note: Maternity care and routine newborn nursery care during a mother's eligible hospital stay. Under federal law, we generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than:		
iii 48 hours following a vaginal delivery		
iii 96 hours following a delivery by cesarean section		
iii Note: Non-emergency services must be rendered in a participating hospital.		
Inpatient consultations	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Chemotherapy	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

Alternatives to hospital care		
Benefits	In-Network	Out-of-Network
Skilled nursing care - up to 120 days per calendar year	Covered - 100 percent of the approved amount after deductible	Covered - 100 percent of the approved amount after deductible
Hospice care - Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically	Covered - 100 percent of the approved amount	Covered - 100 percent of the approved amount
Home health care - must be medically necessary	Covered - 100 percent of the approved amount after deductible	Covered - 100 percent of the approved amount after deductible
Home infusion therapy - must be medically necessary	Covered - 100 percent of the approved amount after deductible	Covered - 100 percent of the approved amount after deductible

Surgical services		
Benefits	In-Network	Out-of-Network
Surgery - Includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility.	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
iii Note: Benefit also includes related surgical services such as colonoscopy services.		
Presurgical consultations	Covered - 100 percent of the approved amount	Covered - 80 percent of the approved amount after deductible
Voluntary sterilization	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

Human organ transplants		
Benefits	In-Network	Out-of-Network
Specified human organ transplants - In designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100 percent of the approved amount	Covered - 100 percent of the approved amount
ii Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services		
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Kidney, cornea and skin transplants	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Specified oncology clinical trials	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

Mental health care and substance abuse treatment		
Benefits	In-Network	Out-of-Network
Inpatient mental health care	Covered - 80 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Inpatient substance abuse treatment - limited to \$15,000 each calendar year with a lifetime maximum of \$30,000	Covered - 50 percent of the approved amount after deductible	Covered - 50 percent of the approved amount after deductible
Outpatient mental health care		
ii Facility and clinic	Covered - 80 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

Physician's office	Covered - 80 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Outpatient substance abuse treatment (in approved facilities) - up to the state, dollar amount that is adjusted annually	Covered - 50 percent of the approved amount after deductible	Covered - 50 percent of the approved amount after deductible

Other covered services		
Benefits	In-Network	Out-of-Network
Outpatient diabetes management program (ODMP)	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Allergy testing and therapy	Covered - 100 percent of the approved amount	Covered - 80 percent of the approved amount after deductible
Chiropractic and osteopathic manipulative treatment - up to a combined maximum of 24 visits per calendar year per member	\$10 copay per visit for specific office services	Covered - 80 percent of the approved amount after deductible
Outpatient physical, speech and occupational therapy - limited to a combined maximum of 60 visits per member per calendar year	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Contraceptive injections	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Prescription contraceptive devices	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Durable medical equipment	Covered - 100 percent of the approved amount after deductible	Covered - 100 percent of the approved amount after deductible
Prosthetic and orthotic appliances	Covered - 100 percent of the approved amount after deductible	Covered - 100 percent of the approved amount after deductible
Private duty nursing	Covered - 50 percent of the approved amount after deductible	Covered - 50 percent of the approved amount after deductible

**Blue Preferred Rx® Prescription Drug Coverage**

Note: Effective February 1, 2010, the mail order pharmacy for specialty drugs changed to Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Entrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 866-815-1355.

Blue Preferred Rx Prescription Drug Coverage		
Benefits	Network Pharmacy	Non-network Pharmacy
Copay	<ul style="list-style-type: none"> <li>iii Covered - 1 to 34-day period</li> <li>iii \$5 copay for all generic drugs</li> <li>iii \$40 copay for all preferred brand-name drugs</li> <li>iii 35 to 83-day period - no coverage</li> <li>iii 84 to 90-day period - no coverage</li> </ul>	<ul style="list-style-type: none"> <li>iii 1 to 34-day period - your copay plus 25 percent of the BCBSM approved amount</li> <li>iii 35 to 83-day period - no coverage</li> <li>iii 84 to 90-day period - no coverage</li> </ul>
Prescription drug supply - medication must be obtained from a 90-day Retail Network provider	Covered - Copay is a separate copay amount for covered drugs up to 34 day supply for prescription or refill. Copay is double for covered drugs for 84 up to 90 day supply for prescription or refill.	No coverage
Mail order (home delivery) prescription drugs	<ul style="list-style-type: none"> <li>iii 1 to 34-day period - your copay</li> <li>iii 35 to 83-day period - double your copay</li> <li>iii 84 to 90-day period - double your copay</li> </ul>	No coverage

Note: If your prescription is filled by any type of network pharmacy, and you request the brand - name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand - name drug dispensed and the maximum allowable cost for the generic plus the applicable copay.

Prescription covered services		
Benefits	Network Pharmacy	Non-network Pharmacy
Rx only drugs	Covered - 100 percent less plan copay	Covered - 75 percent less plan copay
State - controlled drugs	Covered - 100 percent less plan copay	Covered - 75 percent less plan copay
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	Covered - 100 percent less plan copay for the insulin or other covered injectable legend drug	Covered - 75 percent less plan copay for the insulin or other covered injectable legend drug
ii Note: Needles and syringes have no copay.		
Contraceptive medications	Covered - 100 percent less plan copay	Covered - 75 percent less plan copay
Mail order (home delivery) prescription drugs - up to a 90 - day supply of medication by mail from Medco (BCBSM network mail order provider)	Covered - 100 percent less plan copay	Not covered

Prior Authorization/ Step Therapy Drugs

Covered - 100 percent of the approved amount less plan copay

Covered - 75 percent of the approved amount less plan copay, plus 25 percent of the approved amount

- Note: Physician must find over-the-counter medication ineffective before being covered. Pharmacies can dispense up to a 48-day supply if prescribed.

Note: If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic plus the applicable copay.

Prescription Drug other benefit information

Benefit	Network Pharmacy	Non-network Pharmacy
Prescription Drug Preauthorization	Requires approval for select prescription drugs before prescription are filled	Requires approval for select prescription drugs before prescription are filled
Drug interchange and generic copay waiver	Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a> .	If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Quantity limits	Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a> .	
Prescription drug preferred therapy	A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication. Before filling your initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at <a href="http://bcbsm.com">bcbsm.com</a> , along with the preferred medications. If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.	

Category: 300  
Number: 341

Subject: PAID TIME OFF (PTO)

1. PURPOSE: It is the purpose of this policy to establish a uniform system regulating the accrual and use of paid time off hours with the aim of improving the quality of personnel administration in Saginaw County.
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 and administration of this policy.
5. DEFINITIONS: NONE
6. POLICY:

6.1 Rate of Accrual.

6.1.1 Each regular full-time employee shall accrue 'Paid Time Off' hours at the following rate:

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

(Regular part-time employees accrue 'Paid Time Off' hours at one-half the above rate.)

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

6.2 Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours (effective December 31, 2000) shall be limited to 1,200 hours and the amount carried forward into a new calendar year shall also be limited by this amount. Effective December 31, 2001, the accumulation of PTO hours shall be limited to 1,100 hours; effective December 31, 2002, 1,000 hours; effective December 31, 2003, 900 hours; effective December 31, 2004, 800 hours; and effective December 31, 2005, 700 hours.

- 6.2.1 When an employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrual, earning at the new rate will begin on the first day of the current pay period.
- 6.2.2 Employees shall be paid during PTO leave on the basis of the normal workweek for the classification of work in which they are normally employed and at the rate of pay prevailing during the period that the time is taken.
- 6.3 Separation. Upon separation from County employment, an eligible employee shall receive pay for 50% of the unused accumulated PTO hours up to a maximum of 600 hours or 75 days accumulation (or actual pay-off at 300 hours, or 37.5 days), or as negotiated in employment contracts. Upon retirement, PTO pay will count toward the employee's final average compensation, unless otherwise provided by employment contracts. Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day.
- 6.4 Holidays. If a holiday, as defined in the Holiday Policy, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.
- 6.5 Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.
- 6.6 Vacation Schedules. Vacation schedules for employees shall be developed and approved by Department Heads. It shall be the practice of each Department Head to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in personnel. Paid Time Off may be taken in increments of one (1) hour from the PTO bank with advance approval of the Department Head.
- 6.6.1 Except for illness or an emergency, the use of PTO hours for "personal" reasons other than vacations is a request and therefore requires supervisory approval prior to use in increments not less than 15 minutes.
- 6.6.2 PTO, once approved, must be taken in chronological and sequential order in accordance with the excused absence(s) during the payroll-reporting period (unless the absent time is an approved unpaid leave).
- 6.7 PTO Donation. The purpose of PTO donation is to allow County employees to support fellow employees in personal or family situations which create a severe issue for the receiving employee. County employees may donate earned PTO hours on an individual basis to fellow County employees to supplement that member's PTO bank with the understanding that the recipient member accepts all tax liability and the donor must give two weeks' notice of the donation to the Payroll Department. Donations must be in eight (8) hour increments and the donor's bank cannot fall below eighty (80) hours as a result of the donation. Each

employee may donate no more than an accumulated total of eighty (80) hours per calendar year. Donations are irrevocable. Donated PTO may not be used for cash out or retirement purposes. Donated PTO will have no value for the recipient other than to use for PTO. Management shall have the exclusive right to approve or deny the use of PTO under this provision; and any decision made relative thereto shall not be subject to the grievance procedure unless management acted arbitrarily or capriciously.

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:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED/AMENDED: April 23, 2002 / Section 6.2 Amended November 15, 2005 /  
**Amended: April 25, 2006**

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: 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: 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