COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE:

COUNTY OF SAGINAW
AND
10TH CIRCUIT COURT
AND
PROBATE COURT
AND
70TH DISTRICT COURT
AND
SAGINAW COUNTY ELECTED OFFICIALS

REPRESENTED BY
THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN

October 1, 2024 to September 30, 2027

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AGREEMENT

This Agreement effective this October 1, 2024, 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 70TH DISTRICT COURT, hereinafter referred to collectively as the "EMPLOYER"; and the TECHNICAL PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN, 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 or any other protected class status as recognized by state or federal law.

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 Secretary in the District Court Administrator's Office, one Administrative Assistant in Personnel/Purchasing, 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, with the following limited exception. 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, up to but no more than two (2) temporary employees in said Parks and Recreation 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 benefits under this Agreement. A regular part-time employee shall receive only compensation and the following benefits unless specified otherwise in other areas of the Agreement:

(a) Receive Paid Time Off (PTO) benefits at one-half (1/2) of the full-time rate.

(b) Receive holiday at one-half (1/2) of the full-time rate.

(c) Be a member of the Saginaw County Defined Contribution Plan as specified in Article 23.

(d) For those part-time employees hired before May 21, 2002, be eligible

for hospitalization coverage in accordance with Article 14.

(e) Receive longevity pay at one-half (1/2) of the full-time rate in accordance with Article 22. A part-time employee who was previously a full-time employee shall receive longevity at the full-time rate for the full-time years.

(f) 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).

(g) Regular part-time employees hired after May 21, 2002 shall not receive health insurance benefits whatsoever, unless otherwise provided by law.

Section 4. New employees shall be on probationary status for the first six (6) months of their employment during which period they may be discharged with or without cause. A probation period may be extended by the EMPLOYER with notice to the UNION. When an employee completes the probationary period, they 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 Act No. 336 of 1947, 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. Employees shall also comply with all county policies, except as provided by law.

Section 3. In accordance with the Management rights outlined in this Collective Bargaining Agreement, the EMPLOYER shall have the exclusive right to determine job duties and job classifications subject to the Union's right to grieve the determination. The Union shall be furnished one copy of the job description for each classification of the Bargaining Unit, and shall be provided a copy of all new job descriptions and rate of pay assigned to each position. Any change in the salary structure or wages will be subject to the right of the parties to bargain under the terms of the Collective Bargaining Agreement.

Section 4. Pursuant to the requirement set forth in the Public Employment Relations Act, et seq., specifically MCL 423.215(5), the parties recognize that an emergency manager appointed under the Local Financial Stability and Choice Act, being PA 436 of 2012, shall be allowed to exercise powers as specified in said Act.

Section 5. The parties agree and acknowledge that the EMPLOYER shall have the right to conduct criminal background checks on and fingerprint employees pursuant to any applicable laws, policies or regulations established by the state or federal government or pursuant to conditions on grants or funding received.

Section 6. The parties agree that the EMPLOYER shall have the right to subscribe to services rendered by and through the State of Michigan which provide driving record information to the EMPLOYER for employees who are required to have a valid Michigan driver's license as recognized in their job description or who are required or permitted to drive during the course of their employment.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

Section 1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in a Union. The authorization for deduction of dues /fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

Section 2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, Michigan 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 4. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

Section 5. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 6. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10.2 of the Public Employment Relations Act.

ARTICLE 4
EXECUTIVE BOARD AND STEWARDS

Section 1. UNION employees shall be represented by an Executive Board and Stewards as necessary to provide services throughout all work units with UNION members assigned. The UNION will provide the EMPLOYER a current Executive Board and Steward list, their responsibilities and work assignments.

Section 2. The Executive Board, 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 their supervisor to do so. The supervisor shall grant permission within the eight (8) hour day of occurrence for a member of the Executive Board to leave their work for these purposes subject to necessary emergency exceptions. The privilege of the Executive Board member leaving their 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 member to discuss the alleged abuse of such time.

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

Section 3. Executive Board members will have the necessary time to act in their UNION capacity without loss of pay herein so acting they lose time from his/her regular schedule of work. They shall request permission of their immediate supervisor when leaving their work area to investigate and process grievances. This time will not be abused.

Investigating Executive Board members may have a witness, either another Executive Board member or Steward with 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 4. The President of the Executive Board or their designee is the proper person for the EMPLOYER to contact when problems arise concerning the UNION or UNION members. In the event that the President is not available, the Vice President shall be the proper person to contact when problems arise concerning the UNION or UNION members. The UNION may choose any Executive Board member to 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; or (b) the EMPLOYER and an employee or employees on any issue(s) with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

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 by the UNION, will be considered settled on the basis of the last answer by the EMPLOYER, 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. If a grievance does not involve an action or determination by a department head (matter is salary/benefit related) then the grievance will be processed through the Administrator's Office, starting at Step 1. All other 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.

(a) 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. Up to 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.

(c) Before proceeding to Step 4, the parties have the option to agree to submit the grievance to mediation. The party requesting mediation shall notify the other party no later than ten (10) working days after receipt of the reply provided in

Step 3(a). Mediation shall be voluntary and only upon agreement by both parties.

Step 4. Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of receipt of the Step 3 answer, 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 notice of appeal to arbitration:

(a) The parties shall attempt to agree upon an arbitrator.

(b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the notice of appeal to arbitration, the party requesting the arbitration shall 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 they 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, 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 Judges 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 three (3) Chief Judges shall determine which Judge shall hear the appeal.

(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, or (b) the EMPLOYER and an employee or employees on any issue(s) with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

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 by the UNION, will be considered settled on the basis of the last answer by the EMPLOYER, 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. If a grievance does not involve an action or determination by a department head (matter is salary/benefit related) then the grievance will be processed through the Administrator's Office starting at Step 1. All other 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.

(a) 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. Up to 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.

(c) Before proceeding to Step 4, the parties have the option to agree to submit the grievance to mediation. The party requesting mediation shall notify the other party no later than ten (10) working days after receipt of the reply provided in Step 3(a). Mediation shall be voluntary and only upon agreement by both parties.

Step 4. Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of receipt of the Step 3 answer, 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 notice of appeal to arbitration:

(a) The parties shall attempt to agree upon an arbitrator.

(b) If the parties fail to agree upon an arbitrator within ten (10) working days from the date of receipt of the notice of appeal to arbitration, the party requesting the arbitration shall 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 they 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, 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, 70th 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; or (b) the EMPLOYER and an employee or employees on any issue(s) with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

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 by the UNION, will be considered settled on the basis of the last answer by the EMPLOYER, 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. If a grievance does not involve an action or determination by a department head (matter is salary/benefit related) then the grievance will be processed through the Administrator's Office starting at Step 1. All other 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. Up to 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.

(c) Before proceeding to Step 4, the parties have the option to agree to submit the grievance to mediation. The party requesting mediation shall notify the other party no later than ten (10) working days after receipt of the reply provided in Step 3(a). Mediation shall be voluntary and only upon agreement by both.

Step 4. Arbitration. In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of receipt of the Step 3 answer, 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 notice of appeal to arbitration:

(a) The parties shall attempt to agree upon an arbitrator.

(b) If the parties fail to agree upon an arbitrator within ten (10)

working days from the date of receipt of the notice of appeal to arbitration, the party requesting the arbitration shall 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 they 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, 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. If the Chief Judge was directly involved with the grievance, then the hearing officer shall be the Chief Judge Pro Tem.

(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 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 begin to 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.

A Loudermill hearing will be scheduled if warranted, under b, c, d and e, by the circumstances of the separation.

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 they are capable of performing available work within the department to which assigned.

Section 4. 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 apply for promotion or transfer within the bargaining unit. Applications can be submitted in the Administrator'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. The Employer will post the positions electronically via e-mail. 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.

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 thirty (30) 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 their former job during the trial period, they shall be permitted to do so without loss of seniority; and for Court positions only, as follows:

(a) If within fifteen (15) calendar days, without loss of seniority;
(b) If after fifteen (15) but before thirty (30) calendar days, by approval of the Chief Judge, 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 their original probation period, whichever is longer.

If there are no qualified applicants for any open and posted job, the EMPLOYER may fill the job externally within a reasonable time. If there is one or more qualified applicants, 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.

Placement or advancement within the bargaining unit shall be based upon factors such as demonstrated ability, dependability, experience, education and/or training, and such other factors or qualifications that may be pertinent to the particular job vacancy or new position to be filled. The vacancy will be awarded to the applicant who possesses the best qualifications in the department head's final judgement. However, the department head shall give consideration to all bargaining unit applicants, who meet the minimum qualifications as posted. If the internal and external candidates are equally qualified, preference will be given to the internal candidate. Such decision of the department head shall be final and binding on all the parties. 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 step in the new pay grade which is at least five percent (5%) above the salary they were 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, they 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) Employees may be directed by the Department Head or Supervisor to perform duties above their classification. Employees who are temporarily requested to perform duties above their classification shall be paid at the lowest step in the new pay grade which is at least 5% above the salary the employee is currently receiving. Employees shall be required to keep a log of their actual time worked above their classification and submit same to their Department Head or Supervisor. Logs should contain actual time worked, specific tasks performed, and employees will be paid at the higher rate of pay accordingly.

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 they are suspended or discharged if the cause of such suspension or 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 twenty-four (24) months. A Loudermill hearing will be scheduled prior to any suspension.

Section 2. The employee or a UNION Board member 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 they agree 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. 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 a Loudermill hearing shall be scheduled prior to the employee being suspended pending discharge. Representation at the Loudermill 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 they were 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. 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. The Employer shall make reasonable efforts to provide thirty (30) calendar days' written notice of layoff, unless the layoff is the result of funding cuts, of which the Employer was not provided timely notice from the funding source; otherwise, 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 they 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 they are 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 they 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 10th Circuit Court, 70th 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. Furlough is a reduction of hours of an employee, which management may specify by department and by classification.

Furlough shall be by department and by classification.

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

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

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

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

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

Section 3. 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. Holiday pay and PTO used in increments of eight (8) hours, 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. The Judicial Assistant position is exempt from this section. It is paid on a salaried basis. As an FLSA exempt position, it is not subject to overtime requirements.

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 through the employee notification system. 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' written notice prior to the start of an employee's reassigned shift, which will then be considered the employee's new temporary scheduled shift (applies only to Maintenance).

Section 7. The parties agree to have flex time or non-standard work hours, if mutually beneficial to the Employer and employee. Departments may also allow for a remote work schedule, in accordance with County Policy #347.

ARTICLE 11
HOLIDAYS

Section 1. The following days shall be designated and observed as paid holidays effective upon ratification:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve 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 entire last scheduled day/shift before and their entire first scheduled work day/shift after a holiday or be on authorized paid leave, excluding workers compensation and disability leave in order to be paid for the holiday. (Holiday pay will be authorized during the waiting period for disability leave so long as paid leave is available to cover the entire last scheduled day/shift before and their entire first scheduled work day/shift after 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) commencing on the date of hire and be credited on the first of the month following thirty (30) days of service. Accrual will be in accordance with the following provisions:

	Annual Rate	**Biweekly Rate**	**Days Per Year**
0 - 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.

PTO shall be used in not less than 15-minute increments.

Section 1. 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 employee’s current rate of compensation) through date of termination that such employee has accrued.

Section 2. 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 3. Subject to FMLA leave as provided in Article 15, Section 11 and as otherwise provided by law, 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, except as otherwise granted in this section and subject to FMLA leave as provided in Article 15, Section 11 and as otherwise provided by law.

Section 4. An employee may not waive PTO and receive extra pay in lieu thereof.

Section 5. 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 6. 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 7. TPOAM members may donate earned PTO hours to a donation bank to support fellow employees in personal or family situations in accordance with County Policy #341, Section 6.7, as amended on February 18, 2025.

ARTICLE 13
DISABILITY LEAVE

Disability leave shall be in accordance with County Policy #361, as amended on November 22, 2022.

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. The Employer shall provide health care insurance coverage with a plan comparable to or better than the current plan for each employee, which also includes coverage for employees' spouse and dependents, subject to Section 2 of this Article. Coverage shall be effective on the first day of the month following completion of thirty (30) days of qualifying service. In no event shall the waiting period extend beyond what is required by law.

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

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

Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or

payment in lieu of coverage (as provided in Section 13) at the time they are first hired or at open enrollment.

Benefits and coverage for the current plan is summarized in the attached benefit summary, and will be provided each year during open enrollment.

Section 2. Health and Dental Insurance Cost Sharing and Compliance with Hard Caps. In respect to the insurance coverage described in Section 1, it is agreed that the employee and Employer shall share in the cost of the group premium for the health care plan provided. The parties agree that while the baseline for calculating the County's share of a medical benefit plan are the limits ("hard caps") established by the Michigan Department of Treasury per 2018 Public Act 477, which are promulgated yearly, the County may choose to opt out of those limits and set custom contributions, which could be more than the limits established by PA 477. The goal of the County will always be to keep employee contributions as low as possible, and in no event will the employee cost exceed 10% of the monthly premium costs with the County covering at least 90% of the medical benefit plan during this contract period.

In addition to the Employer's contribution to the premium for the medical benefit plan, if the County continues to offer a high deductible plan, then the Employer will make an additional contribution to each eligible employee's health savings account (HSA). This additional contribution will be made in two payments, with one on or about January 1 of each year, and one on or about July 1 of each year. Each employee age 65 and older, who are Medicare eligible and as such ineligible for pre-tax contribution to a Health Savings Account will receive the same cash payment as noted above in lieu of the Health Saving account contribution paid directly to them.

The actual amount of the cost sharing and HSA contribution of the Employer and employee is subject to the renewal rates and choice of plan provider. The renewal rates and contribution rates will be subject of discussion at the Union/Management Health Insurance Committee meeting.

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

For any other plan offered at the EMPLOYER'S sole option, the costs will be apportioned as established by the EMPLOYER.

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

Section 3. Coverage Relative to Work Related Injuries or Death. For both CURRENT EMPLOYEES and NEW EMPLOYEES, the Employer shall continue to pay its share of the health care premium as set forth in Section 1, for a maximum of three (3) years. Employees or their surviving family members will be responsible for the employee's share of the premium as established for each plan year or set forth in PA 52, if applicable, during the period, an employee is permanently disabled through injuries or for the surviving spouse and dependents of an employee who is killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty.

Section 4. Continuation of Health Care Coverage Upon Retirement For CURRENT EMPLOYEES Only. To be eligible for continuation of health care coverage upon retirement, CURRENT employees will satisfy both the age and continuous year of service requirements associated with retirement under the MERS Defined Benefit Plan, even if they are a member of a Defined Contribution (DC) plan. Those requirements are age 50 with 25 years of service (F50/25), age 55 with 20 years of service (F55/20) or age 60 with 6 years of service. Employees are only eligible for the high deductible plan and must be enrolled at the time of retirement. Employees will receive the high deductible plan available to current employees or the County will provide benefits at a similar or better coverage level. Additional plans offered at the Employer's sole option are not available and there will be no opportunity to switch to other existing options, pursuant to the following conditions:

(a) An employee hired on or before March 31, 1996, retiring from Saginaw County employment and his/her spouse at the time of retirement will be eligible for up to two person coverage, 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, will be eligible for single health care coverage (employee only) and may not purchase coverage for non-covered dependents, except as permitted under COBRA.

(c) New employees hired after March 28, 2006, retiring from Saginaw County are not eligible for retiree health insurance.

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

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

the total number of credited years of service held by the employee for the purpose of calculating the MERS Defined Benefit Pension.

TABLE A

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

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

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

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

Section 5. Medicare Continuation**.** Upon becoming eligible for Medicare, the employee and his/her dependent(s) are required to enroll in both Part A and B of Medicare at the employee's expense. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. If still employed, Medicare will become the secondary coverage, while Saginaw County's health plan will be the primary payor. Once retired, Medicare becomes primary, and County Coverage secondary.

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

Section 6. Health Care Savings Program (HCSP) for NEW EMPLOYEES [hired on or after March 28, 2006]. NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 4 above or any other retirement health insurance that may be provided by the County in the future. NEW EMPLOYEES and those employees previously enrolled in the former Retiree Health Savings (RHS) plan shall hereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) or its equivalent per the EMPLOYER's agreement with MERS.

For NEW EMPLOYEES, the EMPLOYER will contribute one percent (1%) of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute one percent (1%) of their salary.

For CURRENT EMPLOYEES refusing traditional health insurance pursuant to previous collective bargaining agreement(s), the EMPLOYER will contribute one percent (1%) of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute two percent (2%) of their salary. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Regular part-time employees are not entitled to nor shall they receive an HCSP account.

Section 7. Optical and Dental Insurance. The insurance, for full-time employees, their legal spouses and dependents as defined by the carrier, will be in accordance with the plan in effect on the date of ratification of this contract. Vision and Dental Benefits are set forth in the summaries attached hereto. The Employer reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service. Coverage is effective the first of the month following thirty (30) days of service. The County pays 100% of base optical and buy up options may be offered at employee expense. The County shall pay for dental coverage in accordance with Section 2.

Section 8. 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 thirty (30) days of completed full-time service. The employee's Life Insurance benefit amount will automatically reduce upon the employee's attainment of age 65 but less than age 70 to 92% and age 70 and over to 90%. Employees who retire will be insured for Four Thousand and 00/100 Dollars ($4,000.00) group term life.

Section 9 Liability Insurance. The EMPLOYER shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the 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 performance of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the specified terms and limits of the Saginaw County general liability insurance policy (currently at $15,000,000.00 and shall include the cost of defense, including attorney fees).

Section 10. Dual Coverage. Employees and retirees of the EMPLOYER shall not be eligible for dual coverage as both a subscriber employee and a dependent for any insurance coverage under this Agreement.

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

Health, Dental, Vision, and Life Insurance:

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

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

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

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

Section 12. Option to Opt out of Health Insurance Coverage. An employee who is eligible to receive or presently enrolled in a County health insurance plan may choose to receive Two Hundred and 00/100 Dollars ($200.00) per month in lieu of such insurance coverage, provided, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further must not be covered as a dependent of another County employee.

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

Section 13. Wellness Activity Reimbursement. The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy #353, as amended November 22, 2022, up to the amount of $200 per calendar year.

Section 14 Participation in Union/Management Health Insurance Committee. The UNION agrees to provide one representative and one alternate to participate on a Union/Management Health Insurance Committee.

Section 15. Ability to Change Insurance Providers. The EMPLOYER may select or change the insurance carrier of the plans in this Article at its discretion after first informing the UNION of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained.

Section 16. Compliance with Laws. It is the intent of the Employer and Union that this Agreement comply with the federal Patient Protection and Affordable Care Act (PPACA). Any provisions in this Agreement that are in conflict with PPACA shall be superseded thereby.

ARTICLE 15
WORKERS' COMPENSATION

In the event an employee sustains an occupational injury, they 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 benefits as allowed by appropriate Workers' compensation rules, regulations, or law. Benefits which will continue for one (1) year are health, dental, vision and life insurance with the appropriate employee premium shares required.

ARTICLE 15(A)
WORK RELATED ACCOMMODATIONS

Section 1. Accommodations.

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

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

A) Be located in the department where the employee is normally assigned;
B) Be within the bargaining unit where the employee is normally assigned;
C) Consist of duties which the employee normally performs;
D) Take place during shifts which the employee normally works;

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

Placement and performance in other work duties will not entitle the employee to additional pay beyond the compensation as allowed in Article 21. It is understood that the purpose of placement into other work duties is not to provide for additional compensation, but rather, encourage all employees to return to work as soon as possible.

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

TPOAM, hereby agrees that individuals who may not be employees of a department or members of their bargaining unit, may be assigned to other work duties within their

departments. Further, the Union agrees and understands that these assignments shall not be permanent assignments.

ARTICLE 16
LEAVES OF ABSENCE

Section 1. Leave of Absence. 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 Administrator'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. Leave of Absence Request Process. 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. Leave of Absence Approval. 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. Seniority During Leave of Absence. 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 363, as amended on November 20, 2018.

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

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. Court Appearance. 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. Union Leave. 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. Other Work. 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. Contact Information. 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 17
BEREAVEMENT LEAVE

Bereavement leave shall be in accordance with County Policy #362, as amended on November 20, 2018.

ARTICLE 18
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 they 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. If the employee is off on leave, the cleaning fee will be prorated based upon the percentage of time the employee is off on leave. Ground maintenance employees**,** DPW Maintenance Worker and Parking Attendant 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 they return 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. 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 19
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 20
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 21
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.

Direct Deposit will be required for all employees.

Effective upon ratification by both parties, wages shall be as set forth in Appendix B.

Consideration of Wages in Fiscal Years 2025, 2026, and 2027

Employees will be provided a 3% base wage increase for the 2025, 2026 and 2027 fiscal years. The increase will be effective upon Board of Commissioners approval of the contract in 2025, and on October 1, 2025 and October 1, 2026 for those fiscal years. Employees will also receive a $350 discretionary bonus effective upon Board of Commissioners approval of the contract.

ARTICLE 22
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 23
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.

CURRENT EMPLOYEES hired on or after April 1, 1996 are members of the DC Plan (formerly administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following employee and employer contributions:

Employer Contribution	Employee Contribution	Total
9%	3%	12%

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

Employer Contribution	Employee Contribution	Total
6%	6%	12%

Employees under the DC Plan can retire at age fifty-five (55) with six (6) years of service or under the age and years of service requirements utilized for retirement under the DB plan as noted in the retiree health section.

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

Service Time	Retained by Employee
Up to and including 35 months	0%
36 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 the DC Plan administrator 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 DC Plan with the DC Plan administrator and shall hold the UNION harmless for employee liability related to the new program.

Retirement Match Program: The employer will provide an up to 2% match on retirement contributions to an employee's 457 plan account. The Employer will contribute the matching funds to the employee's 401(a) account. In order to receive the match an employee must have 457 and 401 (a) plan accounts. The employee 457 plan contribution can be made in 0.5%, 1.0% 1.5% or 2.0% increments (or increments as designated by the Administrator's Office.)

ARTICLE 24
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, 2027, subject to approval by District, Circuit, Probate Judges, Saginaw County Elected Officials, and the Saginaw County Board of Commissioners and ratification by the UNION membership.

FOR THE COUNTY OF SAGINAW

Signed by:
Jack Tany
32BB82E890834B8...
Jack Tany, Chair
Board of Commissioners

FOR THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN

Signed by:
Adam Walser
A5195410DF654EA...
Adam Walser – Business Agent

FOR THE SAGINAW COUNTY COURTS

Signed by:
Julie Gafkay
909736C5FE93488...
Hon. Julie Gafkay
Chief Circuit Court Judge

Signed by:
Heather Greene
92B92A61EE8B4D6...
Heather Greene, President

Signed by:
Terry L. Clark
98B88A516E334D0...
Hon. Terry Clark
Chief District Court Judge

Signed by:
Jean Owens
1B074C05D7044ZE...
Jean Owens, Vice-President

Signed by:
DB6BBA31BEFE4A8...
Hon. Patrick McGraw
Chief Probate Court Judge

REGISTER OF DEEDS

Signed by:
DB58632B7EDA494...
Katheryn A. Kelly

TREASURER

Signed by:
Timothy M. Novak
82D7EF2822EA498...
Timothy M. Novak

COUNTY CLERK

Signed by:
Vanessa Guerra
0EA36E1DF9754F6...
Vanessa Guerra

PROSECUTING ATTORNEY

Signed by:
John A. McClogan, Jr.
94DA0CE2D95A419...
John A. McColgan, Jr.

PUBLIC WORKS COMMISSIONER

Signed by:
Brian Wendling
034E5FE9DC564D2...
Brian Wendling

COUNTY ADMINISTRATOR

DocuSigned by:
Mary Catherine Hannah
E52F14461D57488...
Mary Catherine Hannah

Signed by:
Jennifer Broadfoot
48E1B64DF3544DB...
Jennifer Broadfoot
Personnel Director

Approved as to Form:

Signed by:
David Gilbert
4D6F5BEEA46A47B...
David M. Gilbert - Civil Counsel
Gilbert & Smith, PC

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. The 70th District Court and 10th Circuit Court, inclusive of Probate Court, Family Division and any other operation or division under either Court's jurisdiction or control, hereby retains, and does not waive, any and all rights vested in the Court by statute, court rule, case law, jurisprudence, regulation or any other authority to hire, discipline, discharge, and exercise any other right related to the employment of union members. Members of each Judge's personal staff, Judicial Assistants, Bailiffs and Court Recorders serve at the sole and unabridged discretion of the Judge to whom said employee is assigned or designated. All of said positions shall be filled at the sole discretion of the Judge for whom said employee is to work or is assigned. The members of the Judge's personal staff shall have the right to the grievance procedure as herein above set forth, except for matters related to hiring, discipline or discharge. 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 their position for any reason other than discharge by the Judge for just cause, said employee will be treated as if they were laid off and they 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.

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T06	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	14.4700	115.7600	1,157.60	30,097.60
02	0.0000	14.9763	119.8100	1,198.10	31,150.60
03	0.0000	15.5003	124.0020	1,240.02	32,240.52
04	0.0000	16.0433	128.3460	1,283.46	33,369.96
05	0.0000	16.6043	132.8340	1,328.34	34,536.84
06	0.0000	17.1854	137.4830	1,374.83	35,745.58
07	0.0000	17.7873	142.2980	1,422.98	36,997.48
08	0.0000	18.4096	147.2770	1,472.77	38,292.02
09	0.0000	19.0536	152.4290	1,524.29	39,631.54

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T07	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	15.4822	123.8580	1,238.58	32,203.08
02	0.0000	16.0243	128.1940	1,281.94	33,330.44
03	0.0000	16.5852	132.6820	1,326.82	34,497.32
04	0.0000	17.1660	137.3280	1,373.28	35,705.28
05	0.0000	17.7666	142.1330	1,421.33	36,954.58
06	0.0000	18.3885	147.1080	1,471.08	38,248.08
07	0.0000	19.0314	152.2510	1,522.51	39,585.26
08	0.0000	19.6985	157.5880	1,575.88	40,972.88
09	0.0000	20.3879	163.1030	1,631.03	42,406.78

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T08	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	16.5658	132.5260	1,325.26	34,456.76
02	0.0000	17.1463	137.1700	1,371.70	35,664.20
03	0.0000	17.7460	141.9680	1,419.68	36,911.68
04	0.0000	18.3674	146.9390	1,469.39	38,204.14
05	0.0000	19.0093	152.0740	1,520.74	39,539.24
06	0.0000	19.6755	157.4040	1,574.04	40,925.04
07	0.0000	20.3643	162.9140	1,629.14	42,357.64
08	0.0000	21.0768	168.6140	1,686.14	43,839.64
09	0.0000	21.8145	174.5160	1,745.16	45,374.16

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T09	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	17.7254	141.8030	1,418.03	36,868.78
02	0.0000	18.3463	146.7700	1,467.70	38,160.20
03	0.0000	18.9892	151.9140	1,519.14	39,497.64
04	0.0000	19.6527	157.2220	1,572.22	40,877.72
05	0.0000	20.3405	162.7240	1,627.24	42,308.24
06	0.0000	21.0526	168.4210	1,684.21	43,789.46
07	0.0000	21.7893	174.3140	1,743.14	45,321.64
08	0.0000	22.5517	180.4140	1,804.14	46,907.64
09	0.0000	23.3414	186.7310	1,867.31	48,550.06

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T10	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	18.9670	151.7360	1,517.36	39,451.36
02	0.0000	19.6302	157.0420	1,570.42	40,830.92
03	0.0000	20.3174	162.5390	1,625.39	42,260.14
04	0.0000	21.0284	168.2270	1,682.27	43,739.02
05	0.0000	21.7645	174.1160	1,741.16	45,270.16
06	0.0000	22.5265	180.2120	1,802.12	46,855.12
07	0.0000	23.3147	186.5180	1,865.18	48,494.68
08	0.0000	24.1309	193.0470	1,930.47	50,192.22
09	0.0000	24.9757	199.8060	1,998.06	51,949.56

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T11	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	20.2937	162.3500	1,623.50	42,211.00
02	0.0000	21.0042	168.0340	1,680.34	43,688.84
03	0.0000	21.7392	173.9140	1,739.14	45,217.64
04	0.0000	22.5007	180.0060	1,800.06	46,801.56
05	0.0000	23.2879	186.3030	1,863.03	48,438.78
06	0.0000	24.1029	192.8230	1,928.23	50,133.98
07	0.0000	24.9469	199.5750	1,995.75	51,889.50
08	0.0000	25.8201	206.5610	2,065.61	53,705.86
09	0.0000	26.7239	213.7910	2,137.91	55,585.66

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T12	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.7147	173.7180	1,737.18	45,166.68
02	0.0000	22.4751	179.8010	1,798.01	46,748.26
03	0.0000	23.2616	186.0930	1,860.93	48,384.18
04	0.0000	24.0756	192.6050	1,926.05	50,077.30
05	0.0000	24.9187	199.3500	1,993.50	51,831.00
06	0.0000	25.7903	206.3220	2,063.22	53,643.72
07	0.0000	26.6929	213.5430	2,135.43	55,521.18
08	0.0000	27.6275	221.0200	2,210.20	57,465.20
09	0.0000	28.5946	228.7570	2,287.57	59,476.82

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T13	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.2348	185.8780	1,858.78	48,328.28
02	0.0000	24.0479	192.3830	1,923.83	50,019.58
03	0.0000	24.8902	199.1220	1,991.22	51,771.72
04	0.0000	25.7604	206.0830	2,060.83	53,581.58
05	0.0000	26.6626	213.3010	2,133.01	55,458.26
06	0.0000	27.5955	220.7640	2,207.64	57,398.64
07	0.0000	28.5621	228.4970	2,284.97	59,409.22
08	0.0000	29.5610	236.4880	2,364.88	61,486.88
09	0.0000	30.5959	244.7670	2,447.67	63,639.42

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T14	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	24.8614	198.8910	1,988.91	51,711.66
02	0.0000	25.7315	205.8520	2,058.52	53,521.52
03	0.0000	26.6327	213.0620	2,130.62	55,396.12
04	0.0000	27.5647	220.5180	2,205.18	57,334.68
05	0.0000	28.5297	228.2380	2,282.38	59,341.88
06	0.0000	29.5280	236.2240	2,362.24	61,418.24
07	0.0000	30.5611	244.4890	2,444.89	63,567.14
08	0.0000	31.6305	253.0440	2,530.44	65,791.44
09	0.0000	32.7377	261.9020	2,619.02	68,094.52

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T15	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	26.6017	212.8140	2,128.14	55,331.64
02	0.0000	27.5327	220.2620	2,202.62	57,268.12
03	0.0000	28.4961	227.9690	2,279.69	59,271.94
04	0.0000	29.4947	235.9580	2,359.58	61,349.08
05	0.0000	30.5264	244.2110	2,442.11	63,494.86
06	0.0000	31.5946	252.7570	2,527.57	65,716.82
07	0.0000	32.7001	261.6010	2,616.01	68,016.26
08	0.0000	33.8450	270.7600	2,707.60	70,397.60
09	0.0000	35.0289	280.2310	2,802.31	72,860.06

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
01/21/2025	5000 TPOAM	T17	T.P.O.A.M	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	30.4560	243.6480	2,436.48	63,348.48
02	0.0000	31.5224	252.1790	2,521.79	65,566.54
03	0.0000	32.6255	261.0040	2,610.04	67,861.04
04	0.0000	33.7676	270.1410	2,701.41	70,236.66
05	0.0000	34.9490	279.5920	2,795.92	72,693.92
06	0.0000	36.1731	289.3850	2,893.85	75,240.10
07	0.0000	37.4383	299.5060	2,995.06	77,871.56
08	0.0000	38.7491	309.9930	3,099.93	80,598.18
09	0.0000	40.1046	320.8370	3,208.37	83,417.62

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

Category: 300
Number: 363

Subject: **LEAVE OF ABSENCE**

1. PURPOSE: It is the purpose of this policy to establish a system of uniform and appropriate regulations for employee leaves of absence.

2. AUTHORITY: The Saginaw County Board of Commissioners.

3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301.

4. RESPONSIBILITY: The Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.

5. DEFINITIONS: NONE

6. POLICY:

   6.1 Policy. Leaves of absence may be approved for employees who request time off for personal reasons. Leaves of absence are without pay and benefits unless otherwise specified in the County personnel policies or collective bargaining agreement. Employees shall first be required to utilize any Paid Time Off (PTO) available to them prior to requesting or taking an approved leave of absence. However, employee may elect to maintain a maximum balance of no more than forty (40) hours in his/her bank through the leave of absence, if requested and granted through the Benefit Division of the Controller's Office prior to approval of the leave of absence. All employee benefits shall remain in place so long as PTO is being utilized by the employee. Leaves of Absence to pursue other employment opportunities are prohibited.

   6.2 Approval. Department Heads are encouraged to approve leave requests based upon the merit of the request and the work requirements of the department. Leaves of absence are granted at the sole discretion of the Employer. All leaves of absence of 31 days or more must be approved by the Controller. Requests for a leave of 30 calendar days or less must be approved by the Department Head.

   6.3 Military Leave. The County shall observe the provisions of the Federal regulations regarding re-employment rights and leaves of absence.

      6.3.1 In addition, the County adopts the following additional benefits in response to the War on Terrorism. These benefits may continue up to two years, or until the involuntary service ends, whichever comes first.

6.3.1.1 The County will grant a leave of absence to an employee who is reporting for full-time active federal military service.

6.3.1.2 The employee, while on active duty, continues to accrue "years of service" credit, as if the employee were on continuous service with the County. The returning veteran will be entitled to the same privileges that would have been granted had the employee not entered military service.

6.3.1.3 The veteran must apply for re-instatement within ninety days of release under honorable conditions or ninety days following hospitalization associated with active duty. (The hospitalization may be up to one year after release.)

6.3.1.4 The County will pay the difference between regular salary and military pay for employees who are called up to active duty from the National Guard or Reserves, or who are involuntarily inducted. It is the responsibility of the employee to provide the Personnel Department with their military pay vouchers.

6.3.1.5 For employees who are involuntarily inducted or for National Guard or Reserve call-up, insurance benefits for the employee and his/her dependants will be continued with the employee making the normal contribution, if military health insurance is not immediately available.

6.3.1.6 Annual leave will continue to accumulate for the first six months of active duty.

6.3.1.7 An employee, as a member of the County's retirement plan at the time of entry into active military service, will receive retirement credit for the time in military service as if it were County service with the employee making the normal contributions, if applicable.

6.3.1.8 The following actions must be taken by the employee prior to beginning active duty, or within two weeks upon beginning active duty, and after release from active duty:

6.3.1.8.1 Notify the Department Head upon receipt of official military orders to report to full-time duty and provide a copy of the induction notice or military orders.

6.3.1.8.2 The Department Head arranges for an exit interview with the Personnel Director, if time allows.

6.3.1.8.3 Apply for re-instatement within ninety days of release from active duty to the Personnel Department.

6.3.1.8.4 Present a copy of the official discharge or separation papers to the Personnel Department.

6.3.1.9 This policy applies to employees who are members of the National Guards or Reserves who are called up to active duty or for employees who are involuntarily inducted for their first tour of duty. It does not apply to non-active duty service such as the normal two weeks per year training commitment normally required of Reserve personnel.

6.4 Special Leave. An employee may request a special leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.

6.5 Extension. An employee may request an extension of a leave of absence for any reason not specified elsewhere subject to approval in accordance with Section 6.2.

6.6 Benefits. No PTO or vacation leave shall accrue to an employee during an unpaid leave of absence. Coordination of Health, Dental, Optical and Life Insurance benefits during an unpaid leave of absence shall follow applicable continuation of insurance language in Employee Insurance Policy, # 343, Section 6.7.5.

6.7 Continuous Length of Service. Time spent on leave of absence shall be included as continuous length of service, if the leave does not extend beyond 180 days. Leaves extending beyond 180 days shall not be included in continuous length of service, except Military Leaves in compliance with federal law.

6.8 Return From Leave of Absence. When granted a leave of absence the employee commits himself to returning to work immediately at the end of the leave. If an employee fails to return to work immediately at the expiration of a leave of absence, or extension thereof, the failure to return shall be considered a resignation from County employment.

7. ADMINISTRATIVE PROCEDURES: None.

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: April 23, 2002
AMENDED: October 25, 2005; November 20, 2018

Category: 300
Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

1. PURPOSE: It is the purpose of this policy to establish uniform guidelines and rules for those employees who elect to apply or otherwise qualify, for leave in accordance with the Family and Medical Leave Act (29 USC 2601).

2. AUTHORITY: The Saginaw County Board of Commissioners.

3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.

4. RESPONSIBILITY: The Controller/CAO of Saginaw County and/or his/her designee shall be responsible for the implementation of this policy. It shall be the responsibility of the Controller's Office and Department Heads to administer this policy.

5. PRELIMINARY STATEMENT: Saginaw County shall administer this policy in accordance with the Family and Medical Leave Act and its accompanying regulations, set forth in 29 CFR 825.100, et seq. Thus, although this policy sets forth a summary of the requirements, process and procedure regarding employees' use of leave under applicable circumstances, Saginaw County shall administer this policy in accordance with the Act and its regulations.

6. DEFINITIONS:

   6.1 Serious Health Condition. Is defined as stated in 29 CFR 825.113, but is generally regarded as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

7. POLICY:

   7.1 Eligibility. Saginaw County's family and medical leave policy is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the preceding 12 month period, so long as the County has 50 employees within 75 miles. If eligible, an employee may be able to take unpaid leave as indicated below during the calendar year (based on a 12 month rolling calendar).

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

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

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

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

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

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

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

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

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

7.2 Application and Approval. Qualified employees seeking to take leave in accordance with the Family and Medical Leave Act shall contact the Personnel Division of the Controller's Office. Staff will discuss the need for leave with the employee and will provide the employee with a Notice of Eligibility and Notice of Rights and Responsibilities within the timeframe indicated within the Act. The Notice of Rights and Responsibilities will detail

additional information an employee must provide in order for a determination to be made if the absence qualifies as FMLA Leave. If sufficient information is not provided in a timely manner, an employee's leave may be denied.

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

7.3 Employer/Employee Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Concerns or complaints about FMLA Leave can be directed to Personnel, or an employee may file a complaint with the U.S. Department of Labor, or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

8. ADMINISTRATIVE PROCEDURES: None

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: October 25, 2005
AMENDED: August 12, 2008; January 20, 2009

Category: 300
Number: 362

Subject: **BEREAVEMENT LEAVE**

1. PURPOSE: It is the purpose of this policy to establish guidelines for employees who need to be absent from work due to the loss of a family member.

2. AUTHORITY: The Saginaw County Board of Commissioners.

3. APPLICATION: The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.

4. RESPONSIBILITY: The Controller/CAO of Saginaw County shall be responsible for the implementation of this policy. It shall be the responsibility of Department Heads, and Agencies of Saginaw County to administer this policy.

5. DEFINITIONS: NONE

6. POLICY:

6.1 Full-time Employees: In the event of a death in an employee's family, specifically the following relationships: mother, father, current step-parent, sister, brother, son-in-law or daughter in-law, legal guardian, parent-in-law, current step parent-in-law, grandparent, current step-grandparent, grandchildren, brother or sister-in-law, the employee shall be granted twenty-four (24) hours additional Paid Time Off (PTO). In the event of a death in an employee's immediate family, specifically spouse, child or step-child, the employee shall be granted forty (40) hours additional (PTO). This additional paid time off shall be added to the employee's current PTO Bank. The purpose of the additional paid time off is to enable the employee bereavement time, and all other terms and conditions governing PTO shall apply. However, the Employer will make every effort to grant PTO days, when requested, for purposes of bereavement.

6.2 Employees Excluded. Bereavement leave is not authorized for other than regular full-time employees. However, Department Heads may reschedule regular part-time, temporary and seasonal personnel to provide for time off for bereavement purposes, if possible.

6.2.1 A full-time employee that is of probationary status will have the leave time credited to his or her PTO bank. The leave time will be available to them to use upon the successful completion of the probationary period. Department Heads may reschedule such probationary personnel to provide for time off for bereavement purposes, if possible.

7. ADMINISTRATIVE PROCEDURES: NONE

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

APPROVED: April 23, 2002
AMENDED: November 20, 2018

Category: 300
Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

1. PURPOSE: The purpose of this policy is to establish procedures to reimburse eligible employees and retirees for participation in certain wellness activities and in accordance with the specific provisions enumerated herein.

2. AUTHORITY: The Saginaw County Board of Commissioners.

3. APPLICATION: This policy shall apply to all eligible non-union employees who are currently eligible to receive health insurance benefits from Saginaw County and retirees under the age of 65 years old who participate in programs or activities that further personal wellness.

4. RESPONSIBILITY: The Controller/CAO shall be responsible for the implementation and administration of this policy.

5. DEFINITIONS:

   5.1 Participation or membership/subscription in groups such as weight watchers, fitness facilities/gym's, live and/or on demand classes such as Peloton/Mirror, mental health mobile applications such as Headspace/Moodfit, yoga/meditation studios, or entry fees for wellness activities such as organized walking/running events. Sporting leagues for entertainment such as bowling, golf or softball leagues etc. are not included. The Controller's office shall have final say on what constitutes an eligible program, facility, or activity.

   5.2 Eligible Employees. Employees or retirees under the age of 65 years old who receive or are eligible to receive health insurance benefits from Saginaw County, as defined in Policy #343. This policy does not include employees' families and/or dependents.

6. <u>POLICY</u>:

   6.1 It is the policy of Saginaw County to encourage its employees to live as healthy a lifestyle as possible. To support employees to that end, the County has joined with certain local wellness organizations to offer discounted rates to employees for participation in those programs. To further encourage a wider number of employees and retirees to participate in wellness activities, the County will reimburse each eligible non-union only employee or retiree under the age of 65 up to $200.00 for the cost of participation or membership in such activities. Employees covered by a Collective Bargaining Agreement (CBA) will receive up to $200per calendar year for the cost of participation or membership in such activities unless the applicable CBA states otherwise. Proper documentation and verification must be provided as outlined in 7.1.

6.2 Eligibility and Restrictions. Programs, facilities, or activities must contribute to the employee's or retiree's mental and/or physical wellness or self-improvement, as solely determined by the Controller's Office. The following rules shall specifically apply:

6.2.1 Employee or retiree must be enrolled in a program,activity, mental health application, belong to a fitness facility, or be registered in an organized wellness event on or before December 1 of each year in order to be eligible for reimbursement.

6.2.2 An employee or retiree shall not be reimbursed for any amount over $200.00 in one calendar year. If an employee's or retiree's actual costs are less than $200.00, the employee or retiree will be reimbursed for the lesser amount.

6.2.3 The cost of participation and fitness equipment used in a program, activity, or facility may be reimbursed. Manuals, food, supplements, or other costs are not eligible for reimbursement.

7. ADMINISTRATIVE PROCEDURES:

7.1 The employee or retiree must apply to the Controller's Office for reimbursement of fees on or before December 15 of each year using the appropriate County form and attaching proper documentation and verification. If December 15 falls on a weekend all paperwork must be received by the Controller's office by 5PM on the business day prior; paperwork received via interoffice mail after December 15 will not be accepted. The Controller's Office shall approve or deny the employee's or retiree's application requesting reimbursement for participation in a specific program, facility, or activity and certify that the employee or retiree meets the eligibility criteria. The Controller's Office shall decide what constitutes an eligible program, facility, or activity.

7.1.1 Proper documentation includes an original confirmation of payment (i.e. an emailed proof of purchase with detailed information), signed letter from the facility on its letterhead containing detailed membership information, or an original, itemized receipt from the program or facility for the period in which reimbursement is sought. The name of the eligible employee or retiree must be printed on the documentation and include the date payments were made and the cost of fees to belong to or attend wellness activities. If the eligible employee or retiree has a family membership, each member who is covered must be listed; particularly the name of the eligible employee. Bank statements, undetailed receipts, and altered documents are not deemed proper documentation. Submitting documentation of this kind will result in a denial. The Controller's Office reserves the right to contact the programs, facilities and activities for which employees belong to confirm membership and status.

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

8. RETIREE ELIGIBILITY:

8.1 Retirees who are 65 years of age and older or are Medicare eligible are not eligible for Wellness Activity Reimbursement.

8.2 Any retiree who turns 65 or becomes Medicare eligible during the reimbursement year will be reimbursed for Wellness Activity, on a 1/12 prorated basis, from the start of the reimbursement year to the first day of the month they are ineligible to receive Wellness Activity Reimbursement.

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: December 12, 2006
AMENDED: September 22, 2009; December 19, 2017; November 22, 2022

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: For purpose of this policy, regular full-time employees may hold probationary status and qualify for leave.

6. POLICY:

   6.1 Coverage. A regular full-time employee who is unable to work for reasons due to injury, illness or mental illness of a non-work related nature is eligible to apply for disability leave (described in 6.2) the first day of the month following the completion of thirty (30) days of service. Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Policy (Policy # 341). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee must use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available**.** Prior to beginning a Disability Leave, an employee may choose to retain up to forty (40) PTO hours of banked time by opting for unpaid time once his/her PTO bank reaches forty (40) hours, (or the desired amount of banked time up to forty [40] hours), by indicating so on his/her disability application. If the disability continues beyond the 14 calendar days, the employee shall receive 60% of his/her pay up to one year or the employee's seniority, whichever is less. The employee may also choose to supplement disability pay with PTO, so long as total pay is no more than 100% of the employee's pay.

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

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

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

6.2 Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 6.1 except by County approved medical or mental disability. Requests are submitted and processed through the Controller's Office. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and for mental illness the attending psychiatrist's or psychologist's certificate of disability and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said certificate(s) and may refer the employee to a physician, psychiatrist or psychologist of its choice whenever it deems necessary, which will be paid for by the County.

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, psychiatrist or psychologist and can be accommodated by the County or when the treating physician's, psychiatrist's or psychologist's statement of disability expires and an extension is not provided; when the employee retires as a result of disability or normal service retirement; upon layoff, death**,** discharge, or resignation or after twelve months pursuant to section 6.1 above. If disability benefits are exhausted and the employee cannot return to work, with or without reasonable accommodation, the employee's employment with the County of

Saginaw shall be terminated. If an employee is terminated because of exhausting disability leave, all insurance and other employment benefits will also terminate.

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

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

7. ADMINISTRATIVE PROCEDURES: NONE

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED: November 23, 1999
AMENDED: April 23, 2002; August 12, 2008; September 22, 2020; January 19, 2021; November 22, 2022

Saginaw County, G-1174

Benefit Description	$1,650 Deductible HSA Plan	
	In-Network	Out-of-Network
Benefit Year	January 1 through December 31	
Comprehensive Medical Benefit		
Deductible per Benefit Year	$1,650/person $3,300/family	$3,300/person $6,600/family
General Benefit Percentage	100% after deductible (0% coinsurance)	80% after deductible (20% coinsurance)
Total Maximum Out-of-Pocket per Benefit Year (Includes Deductible, Coinsurance, Medical Co-payments, and Prescription Drug Co-payments)	$2,250/person $4,500/family	$4,500/person $9,000/family
Special Notes about the Comprehensive Medical Benefit: 1. The family deductible must be met in full, either by one covered family member or by any combination of covered family members, before the Plan will begin paying benefits for any individual in a family. Additionally, the family Total Maximum Out-of-Pocket must be met in full, either by one covered family member or by any combination of covered family members, before the Plan's benefits will increase to 100% for all covered persons in the family for the applicable benefit tier. Medical and prescription drug co-payments will no longer be charged for the remainder of the Benefit Year after the applicable In-Network Total Maximum Out-of-Pocket is satisfied. 2. The Total Maximum Out-of-Pocket amounts do not include medical- and prescription drug-related expenses that constitute a penalty for noncompliance, exceed the usual and customary charge, exceed limits of the Plan, or are otherwise excluded. Amounts applied toward the deductible or Total Maximum Out-of-Pocket for in-network services will also accrue toward the deductible or Total Maximum Out-of-Pocket for out-of-network services, and vice versa. In no event shall the deductible or Total Maximum Out-of-Pocket for all in-network and out-of-network services combined exceed the out-of-network amounts shown above.		
Outpatient Physician Services (Includes Office Visits, Urgent Care Center Visits, Telemedicine E-Visits, and Second Surgical Opinions)		
Physician's Fee for an Examination	100% after deductible	80% after deductible
All Other Charges Billed in Connection with the Examination	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered
Routine Preventive Care		
Physician's Fee for an Examination Routine X-Rays and Lab Tests Flu Shots and Other Routine Immunizations Colonoscopies and Other Routine Services	100%; deductible waived	Not covered
FDA-Approved Contraceptive Methods Procedures for Women with Reproductive Capacity	100%; deductible waived	100%; deductible waived
Sterilization Procedures for Women with Reproductive Capacity and Mammograms	100%; deductible waived	80% after deductible
Special Notes about Routine Preventive Care: 1. Coinsurance or an office visit co-payment may be imposed on preventive care services if either the visit is billed separately from the preventive care service or the services are provided during an office visit whose primary purpose is not preventive care (and the services are not billed separately). 2. The Routine Preventive Care Benefit will provide coverage (including coverage for services or items billed by an Out-of-Network Provider to the limited extent required by Health Care Reform) for certain evidence-based items (with A or B ratings) in the recommendations of the United States Preventive Services Task Force; routine immunizations, including those immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (see preventive care summary on the Claim Administrator's Website for a list of these immunizations); evidence-based preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and additional women's preventive care and screenings in comprehensive guidelines supported by the HRSA.		
Routine Immunizations Administered in a Pharmacy or at the Department of Community Health (Includes Injection Fee Charges)	100%; deductible waived	100%; deductible waived
Special Note about the Routine Immunizations Benefit: The covered person may have to initially pay for these charges in full and then submit the expense directly to the Claim Administrator for reimbursement.		
Emergency Room Treatment		
Physician's Fee for an Examination in the Emergency Room	100% after deductible	Paid as in-network
All Other Charges Billed by the Hospital, Physician, or Any Other Provider in Connection with the Emergency Room Visit	100% after deductible	Paid as in-network
Special Note about the Emergency Room Treatment Benefit: The Plan does not require certification for emergency services.		

Benefit Description	$1,650 Deductible HSA Plan	
	In-Network	Out-of-Network
Ambulance Transportation (Ground or Air)	100% after deductible	Paid as in-network
Certification Requirement	Certification is required for all inpatient hospital admissions, observational stays at the hospital, select surgical procedures, and certain outpatient services listed at the end of this summary	
Inpatient Hospital Services Room and Board, Surgical Services, and Ancillary Services	100% after deductible	80% after deductible
Inpatient Physician Services Hospital Visits, Surgical Procedures, and Anesthesiology	100% after deductible	80% after deductible
Obstetrical Care		
Delivery and Postnatal Care	100% after deductible	80% after deductible
Prenatal Care Visits	100%; deductible waived	80% after deductible
Special Notes about Obstetrical Care: 1. If prenatal care, delivery, and postnatal care services are consolidated for billing purposes (i.e., one charge is billed for all services), the claim will initially be paid like a surgical charge. The provider will need to resubmit the claim with separate charges for each service in order for the benefits above to apply. Eligible charges for prenatal care, delivery, and postnatal care services that are not consolidated for billing purposes will be paid as stated above. 2. Obstetrical care may also include tests and services described elsewhere in this summary. Such charges will be paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered.		
Transplant Services		
Bone Marrow, Kidney, Cornea, and Skin Transplant Services	100% after deductible	80% after deductible
Other Organ Transplant Services	100% after deductible	Paid as in-network
Special Note about the Transplant Services Benefit: For the purposes of this benefit, the term "Transplant Services" as used above includes charges for any transplant-related pre-operative office visits, the hospital's facility fee, the surgical procedure (including, but not limited to, the surgeon's fee, the assistant surgeon's fee, the anesthesiologist's fee, and charges for medical supplies), all transplant-related laboratory charges or X-rays, prescription drugs administered while the covered person was an inpatient during the transplant procedure, and any transplant-related post-operative office visits.		
Obesity Treatment	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
Special Note about Obesity Surgical Treatment: The Plan will cover one surgery to treat obesity per covered person in a lifetime.		
Outpatient Services Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Test Services	100% after deductible	80% after deductible
Allergy Services Injections, Serum, and Testing	100% after deductible	80% after deductible
Outpatient Infusion/Injection Therapy	100% after deductible	Paid as in-network
Special Note about the Outpatient Infusion/Injection Therapy Benefit: The infusion or injection of medications that are self-administered or that are administered in most outpatient settings will generally be subject to the Plan's Certification Requirement (see above) if the per-dosage cost is $2,000 or more per 30-day supply. A covered person can call the Certification telephone number on the health plan identification card to determine if a prescribed medication is subject to the Plan's Certification Requirement.		
Chiropractic Care Spinal Manipulations, Therapy Treatments, a Physician's Fee for an Initial or Periodic Evaluation, and Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) *A visit includes one or more chiropractic services rendered by one provider in a day, but does not include a visit where the only service that the covered person received was chiropractic X-rays.	100% after deductible	80% after deductible
Durable Medical Equipment, Prosthetics, and Orthotics	100% after deductible	Paid as in-network
Diabetic Supplies	100% after deductible	Paid as in-network
Special Note for Diabetic Supplies: When billed with an eligible diagnosis code, charges eligible under the Diabetic supply benefit include, but are not limited to, insulin pumps and pump supplies, diabetic test strips, lancets and lancet devices, glucose monitors, and glucagon.		
Outpatient Rehabilitative Services Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits Allowed per Covered Person per Benefit Year for Any and All Eligible Diagnoses/Conditions (In-Network and Out-of-Network Services Combined)	100% after deductible	80% after deductible

Benefit Description	$1,650 Deductible HSA Plan	
	In-Network	Out-of-Network
Autism Spectrum Disorder Services		
Outpatient Rehabilitative Services (Annual Frequency Limits May Apply; See Above Benefit for Details), Nutritional Counseling, and Other Medically Necessary Services (Including Mental Health Services) for Autism Spectrum Disorder	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered
Applied Behavior Analysis (ABA) Therapy	100% after deductible	80% after deductible
Behavioral Care (Includes Mental Health Care and Addictions Treatment)		
Inpatient/Partial Hospitalization Services	100% after deductible	80% after deductible
Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office)	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered
Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service, including Telemedicine E-Visits	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	Paid as in-network
Outpatient/Intensive Outpatient Addictions Treatment Services, including Telemedicine E-Visits	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	Paid as in-network
Diagnosis or Treatment of Underlying Cause of Infertility	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
Special Note about Infertility Coverage: The Plan does not cover infertility treatment services or prescription drugs, except to the extent a service is being provided to diagnose or treat any underlying cause(s) of infertility.		
Convalescent Care and Home Health Care	100% after deductible	Paid as in-network
Private-Duty Nursing Care	100% after deductible	Paid as in-network
Hospice	100% after deductible	Paid as in-network

Miscellaneous Plan Provisions

Services Requiring Certification:

1. Inpatient hospital confinements and observational stays
2. Select surgical procedures (a list of surgical procedures requiring certification can be accessed by logging on to www.asrhealthbenefits.com or by calling ASR Health Benefits at 800-968-2449)
3. Durable medical equipment if the purchase price or forecasted total rental cost will be $2,500 or more
4. Home health care
5. Custom-made orthotic or prosthetic appliances if the purchase price will be $2,500 or more
6. Oncology treatment
7. Enteral and total parenteral nutrition therapy
8. Outpatient infusion or injection of select products if the per-dosage cost will be $2,000 or more per 30-day supply*

*A covered person can call the Certification telephone number on the health plan identification card to determine if a prescribed medication is subject to the Certification Requirement.

As required by the No Surprises Act, if a covered person receives services in the following situations, the services will be paid at the in-network benefit level: (1) Emergency care; (2) Transportation by air ambulance; or (3) Nonemergency care at an in-network facility provided by an out-of-network physician or laboratory, unless the covered person provides informed consent.

Additionally, if a covered person receives eligible treatment at an in-network facility, any charges for the following will be paid at the in-network benefit level, even if provided by an out-of-network physician or laboratory: (1) Anesthesiology, pathology, radiology, or neonatology; (2) Assistant surgeons, hospitalists, or intensivists; (3) Diagnostic services (including radiology and laboratory services); and (4) Items and services provided by an out-of-network physician or laboratory if there was no in-network physician or laboratory that could provide the item or service at the in-network facility.

If a covered person receives treatment from an out-of-network provider and the Plan Administrator determines that treatment was not provided by an in-network provider for one of the reasons specified below, the claim may be adjusted to yield in-network-level benefits:

A. There is not access to a Qualified in-network provider located within a Reasonable Distance from the covered person's residence.

B. It was not reasonable for the covered person to seek care from an in-network provider because of a medical emergency.

C. A covered person either traveled to a place where he or she could not reasonably be expected to know the location of the nearest in-network provider or traveled to a place where no in-network providers are available.

D. A covered person receives eligible treatment at an in-network facility and he or she had no choice over the physician that provides treatment.

The term "Qualified" as used above means having the skills and equipment needed to adequately treat the covered person's condition. The term "Reasonable Distance" as used above approximates a 50-mile radius.

Coordination with Other Coverage for Injuries Arising out of Automobile Accidents

In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.

Health Savings Account (HSA)

Individuals enrolled in the $1,650 HSA Plan may be eligible to establish and maintain a health savings account (HSA). The terms of the HSA are governed by Section 223 of the Internal Revenue Code and the terms of the trust or custodial agreement establishing the HSA. Funds contributed to an HSA are not subject to federal income tax at the time of deposit and can be rolled over and accumulated from year to year if not spent. HSA funds can be used to purchase qualified medical expenses, for example, the cost of a doctor's office visit or a prescription drug. In 2025, you may contribute up to **$4,300** for single coverage or **$8,550** for family coverage to an HSA. Additional catch-up contributions (**$1,000**) may be made if you are age 55 or older.

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

Benefit Description	$1,650 Deductible HSA Plan Prescription Drug Benefit
Prescription Drugs	
Drugs Purchased Before the In-Network Medical Deductible is Satisfied	The covered person must pay the full cost of the prescription at the time of purchase. The amount paid to purchase an eligible prescription drug will apply toward the in-network medical deductible. If an eligible prescription drug is purchased at a pharmacy within the appropriate network, through the Mail Service Program, or through the specialty pharmacy the covered person may receive a discount toward the purchase price of the drug. The availability and amount of the discount will depend on the type of medication, whether the drug is brand-name or generic, and the dosage.
Drugs Purchased After the In-Network Medical Deductible is Satisfied • Retail Prescription Drug Co-payments (30-Day Supply) A covered person may fill a prescription for up to and including a 30-day supply for the co-payment amounts shown. If a prescribing physician requests more than a 30-day supply of a drug, up to a 90-day supply of a covered prescribed medication can be purchased at a participating pharmacy for the applicable Mail Service Program co-payment specified below.	$10/Rx Formulary Tier 1 drug, $40/Rx Formulary Tier 2 drug, $80/Rx Formulary Tier 3 drug Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply
• Mail-Order Prescription Drug Co-payments (90-Day Supply)	$20/Rx Formulary Tier 1 drug, $80/Rx Formulary Tier 2 drug, $160/Rx Formulary Tier 3 drug Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply
Drugs Purchased After the In-Network Medical Total Maximum Out-of-Pocket is Satisfied	Plan pays 100% of the purchase price; no co-payment applies

Special Notes about Prescription Drug Coverage:

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

MetLife

Dental

Metropolitan Life Insurance Company

Plan Design for: Saginaw County
Original Plan Effective Date: January 1, 2025

Network: PDP Plus

The Preferred Dentist Program was designed to help you get the dental care you need and help lower your costs[7]. You get benefits for a wide range of covered services — both in and out of the network. The goal is to deliver cost-effective protection for a healthier smile and a healthier you.

Coverage Type:	**In-Network[1]** % of Negotiated Fee[2]	**Out-of-Network[1]** % of R&C Fee[4]
Type A - Preventive	100%	100%
Type B - Basic Restorative	80%	80%
Type C - Major Restorative	50%	50%
Type D - Orthodontia	50%	50%
Deductible[3]		
Individual	$0	$0
Family	$0	$0
Annual Maximum Benefit:		
Per Individual	$1500	$1500
Orthodontia Lifetime Maximum - Ortho applies to Child Only	Child to age 19	
	$1500 per Person	$1500 per Person
Dependent Age:	Eligible for benefits until the day that he or she turns 26.	

1. "In-Network Benefits" refers to benefits provided under this plan for covered dental services that are provided by a participating dentist. "Out-of-Network Benefits" refers to benefits provided under this plan for covered dental services that are not provided by a participating dentist. Utilizing an out-of-network dentist for care may cost you more than using an in-network dentist.
2. Negotiated fees refer to the fees that participating dentists have agreed to accept as payment in full for covered services, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.
3. Applies to Type B and C services only.
4. Out-of-network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary Charge is based on the lesser of:
   - the dentist's actual charge (the 'Actual Charge') or
   - the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). For your plan, the Customary Charge is based on the 99th percentile.
5. Savings from enrolling in a dental benefits plan [featuring the MetLife Preferred Dentist Program] will depend on various factors, including the cost of the plan, how often participants visit a dentist and the cost of services rendered.

200 Park Ave., New York, NY 10166

Understanding Your Dental Benefits Plan

The Preferred Dentist Program is designed to provide the dental coverage you need with the features you want. Like the freedom to visit the dentist of your choice – in or out of the network. .

If you receive in-network services, you will be responsible for any applicable deductibles, cost sharing, negotiated charges after benefit maximums are met, and costs for non-covered services. If you receive out-of-network services, you will be responsible for any applicable deductibles, cost sharing, charges in excess of the benefit maximum, charges in excess of the negotiated fee schedule amount or R&C Fee, and charges for non-covered services.

- Plan benefits for in-network covered services are based on a percentage of the Negotiated fee – the Fee that participating dentists have agreed to accept as payment in full for covered services, subject to any deductibles, copayments, cost sharing and benefit maximums. Negotiated fees are subject to change.
- Plan benefits for out-of-network services are based on a percentage of the Reasonable and Customary (R&C) charge. If you choose a dentist who does not participate in the network, your out-of-pocket expenses may be greater.

Once you're enrolled you may take advantage of online self-service capabilities with MyBenefits.

- Check the status of your claims
- Locate a participating dentist
- Access MetLife's Oral Health Library
- Elect to view your Explanation of Benefits online

To register, just go to
www.metlife.com/mybenefits
and follow the easy registration instructions.

Selected Covered Services and Frequency Limitations*

Type A - Preventive	How Many/How Often:
Oral Examinations	2 in a year
Full Mouth X-rays	1 in 5 years
Bitewing X-rays (Adult/Child)	2 in a year
Prophylaxis - Cleanings	2 in a year
Topical Fluoride Applications	2 in a year - Children to age 19
Sealants	1 in 36 months - Children to age 19
Space Maintainers	1 per lifetime per tooth area - Children up to age 19
Emergency Palliative Treatment	

Type B - Basic Restorative	How Many/How Often:
Amalgam and Composite Fillings	1 in 24 months.
Repairs	1 in 24 months
Endodontics Root Canal	1 per tooth per lifetime
Periodontal Surgery	1 in 36 months per quadrant
Periodontal Scaling & Root Planing	1 in 24 months per quadrant
Periodontal Maintenance	4 in 1 year, includes 2 cleanings
Oral Surgery (Simple Extractions)	
Oral Surgery (Surgical Extractions)	
Other Oral Surgery	

Type C - Major Restorative	How Many/How Often:
Crowns/Inlays/Onlays	1 per tooth in 5 years
Prefabricated Crowns	1 per tooth in 5 years
Bridges	1 in 5 years
Dentures	1 in 5 years
General Anesthesia	
Consultations	1 in 12 months
Implant Services	1 service per tooth in 5 years - 1 repair per 5 years

Type D – Orthodontia

- Dependent children up to age 19. Age limitations may vary by state. Please see your Plan description for complete details. In the event of a conflict with this summary, the terms of the certificate will govern.
- All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia.
- Benefits for the initial placement will not exceed 20% of the Lifetime Maximum Benefit Amount for Orthodontia. Periodic follow-up visits will be payable on a monthly basis during the scheduled course of the orthodontic treatment. Allowable expenses for the initial placement, periodic follow-up visits and procedures performed in connection with the orthodontic treatment, are all subject to the Orthodontia coinsurance level and Lifetime Maximum Benefit Amount as defined in the Plan Summary.
- Orthodontic benefits end at cancellation of coverage

***Alternate Benefits:** Where two or more professionally acceptable dental treatments for a dental condition exist, reimbursement is based on the least costly treatment alternative. If you and your dentist have agreed on a treatment that is more costly than the treatment upon which the plan benefit is based, you will be responsible for any additional payment responsibility. To avoid any misunderstandings, we suggest you discuss treatment options with your dentist before services are rendered, and obtain a pretreatment estimate of benefits prior to receiving certain high cost services such as crowns, bridges or dentures. You and your dentist will each receive an Explanation of Benefits (EOB) outlining the services provided, your plan's reimbursement for those services, and your out-of-pocket expense. Actual payments may vary from the pretreatment estimate depending upon annual maximums, plan frequency limits, deductibles and other limits applicable at time of payment.

The service categories and plan limitations shown above represent an overview of your Plan of Benefits. This document presents many services within each category, but is not a complete description of the Plan. Please see your Plan description/Insurance certificate for complete details. In the event of a conflict with this summary, the terms of your insurance certificate will govern.

We will not pay Dental Insurance benefits for charges incurred for:

1. Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which We deem experimental in nature;
2. Services for which You would not be required to pay in the absence of Dental Insurance;
3. Services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
4. Services which are primarily cosmetic (For residents of Texas, see notice page section in your certificate).
5. Services which are neither performed nor prescribed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
   - scaling and polishing of teeth; or
   - fluoride treatments.

   For NY Sitused Groups, this exclusion does not apply.
6. Services or appliances which restore or alter occlusion or vertical dimension.
7. Restoration of tooth structure damaged by attrition, abrasion or erosion.
8. Restorations or appliances used for the purpose of periodontal splinting.
9. Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
10. Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
11. Decoration, personalization or inscription of any tooth, device, appliance, crown or other dental work.
12. Missed appointments.
13. Services
    - covered under any workers' compensation or occupational disease law;
    - covered under any employer liability law;
    - for which the employer of the person receiving such services is not required to pay; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.

    For North Carolina and Virginia Sitused Groups, this exclusion does not apply.
14. Services paid under any worker's compensation, occupational disease or employer liability law as follows:
    - for persons who are covered in North Carolina for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' compensation Act;
    - or for persons who are not covered in North Carolina, services paid or payable under any workers compensation or occupational disease law.

    This exclusion only applies for North Carolina Sitused Groups.
15. Services:
    - for which the employer of the person receiving such services is required to pay; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.

    This exclusion only applies for North Carolina Sitused Groups.
16. Services covered under any workers' compensation, occupational disease or employer liability law for which the employee/or Dependent received benefits under that law.

    This exclusion only applies for Virginia Sitused Groups.
17. Services:
    - for which the employer of the person receiving such services is not required to pay; or
    - received at a facility maintained by the policyholder, labor union, mutual benefit association, or VA hospital.

    This exclusion only applies for Virginia Sitused Groups.
18. Services covered under other coverage provided by the Employer.
19. Temporary or provisional restorations.
20. Temporary or provisional appliances.
21. Prescription drugs.
22. Services for which the submitted documentation indicates a poor prognosis.
23. The following when charged by the Dentist on a separate basis:
    - claim form completion;
    - infection control such as gloves, masks, and sterilization of supplies; or
    - local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
24. Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.

    For NY Sitused Groups, this exclusion does not apply.
25. Caries susceptibility tests.
26. Other fixed Denture prosthetic services not described elsewhere in this certificate.
27. Precision attachments, except when the precision attachment is related to implant prosthetics.
28. Adjustment of a Denture made within 6 months after installation by the same Dentist who installed it.
29. Fixed and removable appliances for correction of harmful habits.[1]
30. Diagnosis and treatment of temporomandibular joint (TMJ) disorders. This exclusion does not apply to residents of Minnesota.[1]
31. Repair or replacement of an orthodontic device.[1]
32. Duplicate prosthetic devices or appliances.
33. Replacement of a lost or stolen appliance, Cast Restoration, or Denture.
34. Intra and extraoral photographic images.

35. Services or supplies furnished as a result of a referral prohibited by Section 1-302 of the Maryland Health Occupations Article. A prohibited referral is one in which a Health Care Practitioner refers You to a Health Care Entity in which the Health Care Practitioner or Health Care Practitioner's immediate family or both own a Beneficial Interest or have a Compensation Agreement. For the purposes of this exclusion, the terms "Referral", "Health Care Practitioner" , "Health Care Entity", "Beneficial Interest" and Compensation Agreement have the same meaning as provided in Section 1-301 of the Maryland Health Occupations Article.
    This exclusion only applies <u>for Maryland Sitused Groups</u>

[1]Some of these exclusions may not apply. Please see your Certificate of Insurance.

Common Questions … Important Answers

Who is a participating dentist?

A participating, or network, dentist is a general dentist or specialist who has agreed to accept negotiated fees as payment in full for covered services provided to plan members, subject to any deductibles, copayments, cost sharing and benefit maximums. Negotiated fees typically range from 30-45% below the average fees charged in a dentist's community for the same or substantially similar services.*

In addition to the standard MetLife network, your employer may provide you with access to a select network of dental providers that may be unique to your employer's dental program. When visiting these providers, you may receive a better benefit, have lower out-of-pocket costs and/or have access to care at facilities at your worksite. Please sign into MyBenefits for more details.

* Based on internal analysis by MetLife. Negotiated fees refer to the fees that participating dentists have agreed to accept as payment in full for covered services, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change. Savings from enrolling in a dental benefits plan will depend on various factors, including the cost of the plan, how often members visit a dentist and the cost of services rendered. Negotiated fees are subject to change.

How do I find a participating dentist?

There are thousands of general dentists and specialists to choose from nationwide --so you are sure to find one that meets your needs. You can receive a list of these participating dentists online at www.metlife.com/dental or call 1-800-275-4638 to have a list faxed or mailed to you.

What services are covered by my plan?

Please see your Certificate of Insurance for a list of covered services.

May I choose a non-participating dentist?

Yes. You are always free to select the dentist of your choice. However, if you choose a non-participating (out-of-network) dentist, your out-of-pocket costs may be greater than your out-of-pocket costs when visiting an in-network dentist.

Can my dentist apply for participation in the network?

Yes. If your current dentist does not participate in the network and you would like to encourage him or her to apply, ask your dentist to visit www.metdental.com, or call 1-866-PDP-NTWK for an application.* The website and phone number are for use by dental professionals only.

* Due to contractual requirements, MetLife is prevented from soliciting certain providers.

How are claims processed?

Dentists may submit your claims for you which means you have little or no paperwork. You can track your claims online and even receive email alerts when a claim has been processed. If you need a claim form, visit www.metlife.com/dental or request one by calling 1-800-275-4638.

Can I get an estimate of what my out-of-pocket expenses will be before receiving a service?

Yes. You can ask for a pretreatment estimate. Your general dentist or specialist usually sends MetLife a plan for your care and requests an estimate of benefits. The estimate helps you prepare for the cost of dental services. We recommend that you request a pre-treatment estimate for services in excess of $300. Simply have your dentist submit a request online at www.metdental.com or call 1-877-MET-DDS9. You and your dentist will receive a benefit estimate for most procedures while you are still in the office. Actual payments may vary depending upon plan maximums, deductibles, frequency limits and other conditions at time of payment.

Can MetLife help me find a dentist outside of the U.S. if I am traveling?

Yes. Through international dental travel assistance services* you can obtain a referral to a local dentist by calling +1-312-356-5970 (collect) when outside the U.S. to receive immediate care until you can see your dentist. Coverage will be considered under your out-of-network benefits.** Please remember to hold on to all receipts to submit a dental claim.

*International Dental Travel Assistance services are administered by AXA Assistance USA, Inc. (AXA Assistance). AXA Assistance provides dental referral services only. AXA Assistance is not affiliated with MetLife and any of its affiliates, and the services they provide are separate and apart from the benefits provided by MetLife. Referral services are not available in all locations.
** Refer to your Certificate of Insurance for your out-of-network dental coverage.

How does MetLife coordinate benefits with other insurance plans?

Coordination of benefits provisions in dental benefits plans are a set of rules that are followed when a patient is covered by more than one dental benefits plan. These rules determine the order in which the plans will pay benefits. If the MetLife dental benefit plan is primary, MetLife will pay the full amount of benefits that would normally be available under the plan. If the MetLife dental benefit plan is secondary, most coordination of benefits provisions require MetLife to determine benefits after benefits have been determined under the primary plan. The amount of benefits payable by MetLife may be reduced due to the benefits paid under the primary plan.

Do I need an ID card?

No, You do not need to present an ID card to confirm that you are eligible. You should notify your dentist that you are enrolled in a MetLife Dental Plan. Your dentist can easily verify information about your coverage through a toll-free automated Computer Voice Response system.

Do my dependents have to visit the same dentist that I select?
No. You and your dependents each have the freedom to choose any dentist.

200 Park Ave., New York, NY 10166

Your VSP Vision Benefits Summary

Prioritize your health and your budget with a VSP plan through County of Saginaw Base Plan.

Provider Network:
VSP Choice
Effective Date:
01/01/2026

vsp vision care

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP DOCTOR			
WELLVISION EXAM	• Focuses on your eyes and overall wellness • Routine retinal screening	$10 Up to $39	Every 24 months
ESSENTIAL MEDICAL EYE CARE	• Retinal imaging for members with diabetes covered-in-full • Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. • Coordination with your medical coverage may apply. Ask your VSP network doctor for details.	$20 per exam	Available as needed
PRESCRIPTION GLASSES		**$15**	See frame and lenses
FRAME[+]	• $150 Featured Frame Brands allowance • $130 frame allowance • 20% savings on the amount over your allowance • $130 Walmart/Sam's Club frame allowance • $70 Costco frame allowance	Included in Prescription Glasses	Every 24 months
LENSES	• Single vision, lined bifocal, and lined trifocal lenses • Impact-resistant lenses for dependent children	Included in Prescription Glasses	Every 24 months
LENS ENHANCEMENTS	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 30% on other lens enhancements	$0 $95 - $105 $150 - $175	Every 24 months
CONTACTS (INSTEAD OF GLASSES)	• $130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation)	Up to $60	Every 24 months
ADDITIONAL SAVINGS	**Glasses and Sunglasses** • Discover all current eyewear offers and savings at **vsp.com/offers**. • 20% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from a VSP provider within 12 months of your last WellVision Exam.		
	Laser Vision Correction • Average of 15% off the regular price; discounts available at contracted facilities.		
	Exclusive Member Extras for VSP Members • Contact lens rebates, lens satisfaction guarantees, and more offers at **vsp.com/offers**. • Save up to 60% on digital hearing aids with TruHearing®. Visit **vsp.com/offers/special-offers/hearing-aids** for details. • Enjoy everyday savings on health, wellness, and more with VSP Simple Values.		

GET MORE AT PREFERRED IN-NETWORK LOCATIONS

With so many in-network choices, VSP makes it easy to maximize your benefits. Choose from our large doctor network including private practice and retail locations. Plus, you can shop eyewear online at Eyeconic®. Log in to **vsp.com** to find an in-network doctor.