

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SAGINAW COUNTY PROBATE COURT
JUVENILE DETENTION CENTER**

AND

**POAM
DETENTION SUPERVISORS' UNIT
SAGINAW COUNTY JUVENILE DETENTION
CENTER SUPERVISORS' CONTRACT**

October 1, 2024 to September 30, 2027

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Salary Schedules

Saginaw County Policy #363 – Leave of Absence
 Saginaw County Policy #364 – Family and Medical Leave Act
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 Saginaw County Policy #353 – Wellness Activity Reimbursement
 Saginaw County Policy #361 – Disability Leave

DETENTION SUPERVISORS CONTRACT

This Agreement effective October 1, 2024, by and between the COUNTY OF SAGINAW, a municipal corporation, having offices at 111 South Michigan Avenue, Saginaw, Michigan, hereinafter referred to as "FUNDING UNIT" and the 10th CIRCUIT COURT, FAMILY DIVISION, SAGINAW COUNTY JUVENILE DETENTION CENTER, 3360 Hospital Road, Saginaw, Michigan, hereinafter referred to as "EMPLOYER"; and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, DETENTION SUPERVISOR'S UNIT SAGINAW COUNTY JUVENILE DETENTION CENTER, hereinafter referred to as "UNION."

PURPOSE AND INTENT

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

ARTICLE 1 **MANAGEMENT RIGHTS**

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

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.

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

Pursuant to the requirement set forth in the Public Employment Relations Act, 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.

ARTICLE 2 RECOGNITION: UNION MEMBERSHIP AND DUES

Section 1. Recognition.

- A. The EMPLOYER recognizes and acknowledges that the UNION is the exclusive representative and collective bargaining representative in respect to rates of pay, hours of work, and other specified conditions of employment, during the term of this Agreement for those employees of the EMPLOYER in a bargaining unit consisting of all full-time Supervisors, but excluding all full-time Detention Youth Care Specialists, Assistant Director, Director, Kitchen Staff, Kitchen Supervisor, medical personnel, custodial, maintenance, on-call Detention Youth Care workers, and all other employees.
- B. With the exception of the Assistant Director and emergency situations, the EMPLOYER agrees to respect the jurisdictional rules of the UNION and shall not direct or require their employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit. However, this shall not apply to on-call trained supervisors who are full-time Detention Youth Care Specialist.

Section 2. Union Security and Dues Deduction

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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 3 EXTRA CONTRACT AGREEMENTS

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

ARTICLE 4 SENIORITY

Section 1. New Employees. New employees hired in the unit on a full-time basis shall be considered as probationary employees for the first six (6) months of their employment. The EMPLOYER may terminate probationary employees with or without just cause. When an employee finishes the probationary period, by accumulating six (6) months of employment, they shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day they complete the probationary period. There shall be no seniority among probationary employees.

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

Section 2. Seniority List. The EMPLOYER shall post or provide a current updated list of the employees arranged in order of their seniority every six (6) months.

Section 3. Layoff - Recall.

- A. Supervisory employees subject to layoff may exercise their bargaining unit seniority and bump a less senior Detention Youth Care Specialist in their respective unit, provided employee has the greater unit seniority and provided further, employee can perform the available work.
- B. In the event of a layoff, an employee so laid off shall be given ten (10) calendar days notice of recall mailed to their last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, employee shall lose all seniority rights under this Agreement.

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

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

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

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

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

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

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

Reassignment to the third (3rd) shift or other work assignment due to medical restrictions is at the EMPLOYER'S discretion. If a twelve-hour shift is being utilized, third shift is defined as 7:00 p.m. to 7:00 a.m.

ARTICLE 5 NON-UNIT WORK

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

ARTICLE 6 DISCHARGE - DISCIPLINE – DISCRIMINATION

Section 1. Discharge and Suspension.

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

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

ARTICLE 7 ARBITRATION AND GRIEVANCE PROCEDURE

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

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

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 in conjunction with the Court starting at Step 1. All other grievances shall present it to the EMPLOYER in the following manner:

Step 1. Oral Complaint. Any person aggrieved by any action of management under the terms of this Agreement shall have the right to orally inform the Assistant Director within three (3) working days of said action. The Assistant Director shall have three (3) working days in which to give an oral response.

Step 2. Written Response. Any person aggrieved by any action on the part of management shall have the right to reduce said grievance to writing and submit same to the Assistant Director within five (5) working days of receiving the Assistant Director's oral response in Step 1. A copy of the written grievance shall also be submitted to the Saginaw County Personnel Department within five (5) working days of receiving the Assistant Director's oral responses to Step 1. The Assistant Director shall have seven (7) working days from receiving the grievance respond in writing.

Step 3. In the event said grievance is not resolved in Step 2 above, then the grievant may present the grievance to the Director of Detention within five (5) working days of receipt of an answer in Step 2. The Director of

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

Step 4. Mediation. In the event said grievance is not resolved in Step 3 above, then the grievant shall have seven (7) working days from receipt of the answer to file with the Michigan Employment Relations Commission for mediation. Either party may write a letter to the Michigan Employment Relations Commission requesting that a representative be sent for the purpose of mediating said grievance. A copy of the request shall be sent to the other party. It is agreed by and between the parties that the Michigan Employment Relations Commission shall have the right to fully decide all matters before it, and it is furthermore agreed by and between the parties that in the event either party is aggrieved by the decision of the Michigan Employment Relations Commission, that party shall have twenty-one (21) working days from receipt of said notice of the decision of the Michigan Employment Relations Commission to file for arbitration with the Federal Mediation and Conciliation Service.

Step 5. Arbitration. In the event of failure to adjust the grievance prior to this point, either party may, within twenty-one (21) working days of a decision of the Michigan Employment Relations Commission, appeal to an impartial arbitrator. Notice of Appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of request for arbitration by either party, the other shall be obligated to proceed in the following manner:

- A. The parties shall attempt to agree upon an arbitrator.
- B. If the parties fail to agree upon an arbitrator within five (5) working days from the date of receipt of the request for arbitrator, the party requesting the arbitration shall, within ten (10) working days, submit the matter to the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its voluntary arbitration rules then in effect. Both parties shall have the right to alternately strike arbitrators until such time as an arbitrator can be agreed upon.
- C. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to change, alter, modify, add to or in anyway disrupt the terms of the contract. The arbitrator shall have

the power and jurisdiction to determine whether or not a grievance, dispute, or complaint is arbitrable under the terms and conditions of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without recommendation.

- D. The arbitrator shall conduct a hearing expeditiously, and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the Federal Mediation and Conciliation Service. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.
- E. The arbitrator shall submit a written report of the findings and recommendations to all interested parties within thirty (30) calendar days after conclusion of the hearing.
- F. The arbitrator's fees and travel expenses shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

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

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

- C. The hearing judge shall submit their decision in writing to both parties within thirty (30) calendar days from the date of the conclusion of the hearing or at such time as the court needs in order to render a decision.

Section 2. Limitations of Authority and Liability.

- A. No employee, UNION member or other agent of the UNION shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.
However, in all cases of any illegal strike, slowdown, walkout, or any unauthorized cessation of work, the UNION shall not be liable for damage resulting from such unauthorized acts of its members.

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

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

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

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

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

Section 5. Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 7 of the Agreement may be summarily discharged by the EMPLOYER without liability on the part of the EMPLOYER or the UNION.

Section 6. Any of the steps herein may be waived by mutual agreement of the parties.

ARTICLE 8 STEWARDS

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

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

Section 2. Representation Time. The Chief Steward or alternate shall be permitted reasonable time to investigate, present and process grievances on the EMPLOYER'S property without loss of time or pay during their regular working hours, and where mutually agreed to by the UNION and the EMPLOYER, off the property or other than during their regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

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

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Leave of Absence. Employees shall be eligible to apply for leaves of absence after completion of their probationary period (six (6) months) of service with the EMPLOYER. Leaves of absence are for employees who, require time off from their

employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Section 2. Leave of Absence Request Process. Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Director of Detention. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Assistant Director of Detention shall indicate their approval or disapproval and return the decision to the employee with notification to the UNION as noted in Section 3. Employees shall be required to utilize any Paid Time Off (PTO) available to them while on approved leave of absence.

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

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

Section 5. Military Leave. Except as herein provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as afforded non-union employees in County Policy #363 dated November 20, 2018, as amended.

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

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

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

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

Section 7. Witness Fees. Employees required either by the County of Saginaw or any other agency to appear before a court or such agency on any matter related to the lawful performance of their duties to the EMPLOYER in their work for Saginaw County and in

which they are personally involved as a result of the faithful performance of their duties to the EMPLOYER shall be granted a leave with pay (as set forth in the following paragraph) for the period during which they are required to be absent from work.

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

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

Section 9. 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 their proper address and telephone number at all times.

Section 11. Bereavement Leave. In the event of a death in the employee's close or immediate family, specifically the following relationships: mother, father, sister, brother, spouse, child, step-child, legal guardian, parent-in-law, grandparents, grandchildren, current step-parents, and brother or sister of spouse, the employee shall be excused without loss of pay, on those days which the employee has been scheduled to work for a period of 32 working hours. The employer may grant additional hours, however, the employee shall be required to use PTO time for any additional hours specified in this section. This section shall not apply to employees hired after the effective date of this contract, December 18, 2018. Employees hired after the effective date of this contract will follow County Policy Number 362, as amended on November 20, 2018.

Section 12. Family and Medical Leave. Policy shall be in accordance with standard County Policy #364, dated January 20, 2009, as amended.

ARTICLE 10 PAID TIME OFF

Section 1. Regular full-time 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:

- Employees with 0 to three (3) years of service shall accrue PTO in the amount of one hundred thirty-six (136) hours per year.
- Employees with three (3) years but less than five (5) years of service shall accrue PTO in the amount of one hundred fifty-two (152) hours per year.
- Employees with five (5) years but less than ten (10) years of service shall accrue PTO in the amount of one hundred sixty-eight (168) hours per year.
- Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of one hundred eighty-four (184) hours per year.
- Employees with fifteen (15) years but less than twenty (20) years of service shall accrue vacation in the amount of two hundred (200) hours per year.
- Employees with twenty (20) years or more of service shall accrue PTO in the amount of two hundred sixteen (216) hours per year.

Section 2. PTO shall be used in not less than 15-minute increments.

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

When an employee leaves County employment, PTO time will be paid at the employee's current rate of pay.

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

- STO: 1. Scheduled time off shall be defined as time off granted during January of each calendar year as requested by the employee. The EMPLOYER shall inform employees of their STO requests as soon as possible.
2. Scheduled time off shall be awarded based on seniority. Each employee shall receive up to two STO period per year, which shall not exceed a total of a combined ten (10) working days provided the requests are made at the same time and by the deadline in the contract. STO periods shall be awarded to not more than one (1) supervisor per period. A STO period is defined as any period of time from three (3) working days to ten (10) working days.
3. All requests must be made no later than January 15 of each year. No request made after January 15 shall be honored, irrespective of the reason for delay.

DTO: Discretionary time, personal leave necessary from time to time that is scheduled forty-eight (48) hours in advance may be requested in any year with the approval of the administration and provided that it is for no less than four (4) hours in length. Approval of discretionary time off is at the sole discretion of the administration.

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

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

Violation of this section shall result in the following discipline:

56 hours letter or notice

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

0-8 additional hours is a one day suspension

0-8 additional hours is a three day suspension

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

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

Section 5. If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during their scheduled time off (STO or DTO), their time off (STO or DTO) for the number of days documented as ill may be rescheduled with concurrence of a supervisor. Evidence of illness may be required by the EMPLOYER.

Section 6. PTO may not be waived by an employee and extra pay received for work during that period.

Section 7. When a holiday observed by the EMPLOYER falls during an employee's scheduled DTO, the holiday will be allowed and the DTO leave will be extended accordingly by request prior to taking vacation, provided the scheduled DTO covers five (5) or more continuous scheduled 8-hour work days, or four or more continuous 12-hour work days.

Section 8. Except as otherwise granted in this section and subject to FMLA leave as provided in Article 9, Section 12, and as otherwise provided by law, absence when an employee's PTO bank has been exhausted shall not be approved without written permission from the EMPLOYER.

ARTICLE 11
TARDINESS

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

ARTICLE 12
DISABILITY LEAVE

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

ARTICLE 13
MAINTENANCE OF STANDARDS

The EMPLOYER agrees that all conditions of employment in their individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specified provisions for change are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the EMPLOYER or the UNION in applying the terms and conditions of this Agreement if such error is corrected within one hundred eighty (180) days from the date of error.

ARTICLE 14
INSPECTION PRIVILEGES

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

ARTICLE 15
POSTING - BULLETIN BOARDS

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

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

ARTICLE 16 INSURANCE

Section 1. Health Insurance. The 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.

EMPLOYEEES 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 County 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 152, 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. Medicare Continuation. Upon becoming eligible for Medicare, the employee and employee's 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.

Section 5. Health Care Savings Program (HCSP) EMPLOYEES shall not be eligible for retirement health insurance provided under Section 4 above or any other retirement health insurance that may be provided by the Employer in the future. EMPLOYEES shall hereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) or its equivalent per the Employer's agreement with MERS.

The Employer will contribute one percent (1%) of the qualifying employees' salary to the HCSP and those enrolled are mandated to contribute 0.25% of their salary. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Section 6. 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 7. Life Insurance. The EMPLOYER shall pay the full premium for group term life insurance providing coverage to each full time employee in the amount of 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 employees 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) of group term life.

Section 8. Liability Insurance. The EMPLOYER shall provide, at no cost to the employee, a policy of liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employees arising out of the performance in good faith of the official duties of such employee. For the purposes of this Section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in 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 Fifteen Million and 00/100 Dollars (\$15,000,000.00) and shall include the cost of defense, including attorney fees.

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

Section 10. 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 11. Option to Opt out of Health Insurance Coverage. An employee who is eligible to receive or is 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 employee is 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 12. 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 13. 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 14. 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 15. 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 17 WORKERS' COMPENSATION

Section 1. An employee who is injured during the course of their employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven (7) calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than one hundred percent (100%) of their regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision, employee shall reimburse the County for the amount of overpayment. Reimbursement may be made by assignment to the County on the employee's behalf of future monies due to the employee from the insurance company in the amount of the overpayment. Subject to the rights afforded the Employer and Employee by the applicable Worker's Compensation law, the Employer and Employee agree to cooperate toward the prompt settlement of Employee's on the job injury and sickness claims.

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, life and vision insurance, subject to appropriate employee copays and PA 152 requirements.

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

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

ARTICLE 18 SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 19 HOURS OF WORK, OVERTIME, AND PREMIUM PAY

Section 1. All employees covered by the labor agreement shall be guaranteed at least eighty (80) hours work or pay during any two-week pay period they are scheduled to work and they report to work as scheduled. The eighty (80) hour guarantee does not apply to part-time employees. The work week consists of seven (7) consecutive calendar days beginning on Sunday and terminating on the following Saturday. In the event that any employee does not work of their volition during one of their regularly scheduled days, or is not scheduled to work due to a paid holiday, their guarantee shall be reduced on the basis of eight (8) hours for each day, or twelve (12) hours if scheduled for 12-hour days.

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

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

Section 4. An employee shall be contacted for overtime work by a shift supervisor or another designated employee. An employee accepting overtime must accept all hours offered. Overtime will be assigned based upon seniority and within the confines of the Employer's overtime budget.

If the assignment of overtime will exceed 1/26th of the Employer's annual overtime budget per pay period, or if the overtime budget balance drops below 20% of the annual amount appropriated, then Employer will exercise its management rights under Article 1 of the CBA and have part or all of the shift covered by another employee to eliminate either exceeding 1/26th of the Employer's annual overtime budget per pay period or to avoid prematurely exceeding the appropriated annual overtime budget before the end of the fiscal year, whichever is applicable.

Section 5. No overtime shall be permitted without authorization of the employee's supervisor. The EMPLOYER retains the right to order daily overtime as deemed necessary in emergency and personnel shortage situations.

Section 6. All employees covered by this Agreement shall be paid for all time spent in the service of the EMPLOYER. Time shall be computed from the time that the employee punches in at work until the time they punch out from work, in accordance with the employee's scheduling by their supervisor.

Section 7. All regular employees covered by this Agreement shall be paid in full biweekly for hours worked. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 8. The Employer reserves the right to change the 12-hour work schedule to an 8-hour schedule, when, in the Director's judgment, such a change would benefit the program.

ARTICLE 20 HOLIDAYS

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

New Year's Day (January 1)
Martin Luther King, Jr.'s Birthday (third (3rd) Monday in January)
Presidents' Day (third (3rd) Monday in February)
Good Friday
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (first (1st) Monday in September)
Veterans Day
Thanksgiving Day (fourth (4th) Thursday in November)
Day after Thanksgiving Day
Christmas Eve Day (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)

Holidays shall be celebrated on the actual day.

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

Section 3. In order to qualify for holiday pay, an employee must work their scheduled day immediately preceding and following the holiday or be on an approved scheduled time off (STO) period or discretionary time off (DTO) period. An employee who schedules a STO or DTO period on the day of a holiday shall not be paid holiday pay, except as provided in Article 10. (Holiday pay will be authorized during the waiting period for disability leave so long as PTO is available to cover the entire last scheduled workday/shift before and their entire first scheduled workday/shift after the holiday.)

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

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

ARTICLE 21 GENERAL PROVISIONS

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

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

Section 2. Working out of Classification. 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 merit 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. Employee Identification Cards. The EMPLOYER shall furnish employees identification cards to establish identity as employees of the facility. Said cards shall be returned to the EMPLOYER in the event of employment separation. Replacement cards will be provided in accordance with County Policy Number 328.

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

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

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

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

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

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

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

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

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

Section 13. Part Time Employment. Employees shall be permitted to engage in part-time or outside employment upon approval of the Director. Approval must be sought on an annual basis. Approval may be revoked with notice at any time when, in the discretion of the Director, which shall not be arbitrary or capricious, the part-time employment

interferes with the employee's ability to perform their duties as a supervisor competently. A list of preapproved part-time employment shall be maintained and provided to the Court and Administrator's Office.

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

Section 15. Background Checks. The parties agree and acknowledge that the EMPLOYER shall have the right to conduct criminal background checks on 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 16. Motor Vehicle Enrollment Program. 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 22 RETIREMENT

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

All employees shall be members of the Saginaw County Defined Contribution Plan (DC Plan) formerly administered by the International City/County Managers Association. The County reserves the right to change administrators if it appears that it is in the best interest of plan members. All individuals transferred into the unit from Saginaw County employment who are covered by the DC Plan shall continue with that plan.

The DC Plan provides the following benefits for employees:

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

Employees under the DC plan can retire under the age and years of service requirements utilized for retirement under the DB plan. Those requirements are age 55 with 20 years of service or age 60 with 6 years of service.

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 contributions and a percentage of the EMPLOYER contributions, on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained by Employee</u>
up to and including 35 months	0%
36 to 47 months	25%
48 to 59 months	50%
60 to 71 months	75%
72 months plus	100%

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 EMPLOYER'S and the employee's funds. The County shall be responsible for coordinating the DC Plan with the DC Plan administrator.

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 401 (a) and 457 plans. 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 23 SPECIAL CONFERENCES

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

ARTICLE 24 EXAMINATION

Section 1. Examination. Physical, mental or other examinations required by a governmental body of the EMPLOYER shall be promptly complied with as a condition of

employment. Detention Center employees are required by law to have annual physicals. Detention Center employees will receive a written notice from the Director of Detention or the Detention Medical Department that an annual physical is due. From the time of the notification, each employee shall have forty-five (45) days to complete their physical requirements and return the completed report to the Director of Detention or their designee. The Detention Facility will provide a doctor to complete the physical which will be paid for by the EMPLOYER. The employee may elect to have their personal physician perform the annual physical. In that case, the employee will pay for the examination or, if covered, the employee's insurance will pay for the examination. The EMPLOYER shall pay only for the time actually spent in a doctor's office (not to exceed two (2) hours) and not for any transportation costs to and from the doctor's office for the purpose of completing the physical. Employees will not schedule their physical examination during working hours unless approval is received from the Director of Detention or their designee prior to scheduling the physical examination.

ARTICLE 25
WAGE RATE PROGRESSION SCALE
(SEE ATTACHED EXHIBIT "A")

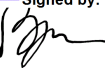
IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

FOR THE FUNDING UNIT

Signed by:

32BB82689083488...
Jack Tany, Chair
Board of Commissioners

FOR THE EMPLOYER:

Signed by:

387F5E8A2864432...
Hon. Patrick McGraw – Chief Judge

Signed by:

6A5778445E574E0...
Todd Borders - Deputy Ct Administrator

Approved as to Form:

Signed by:

4D6F3BEEA46A47E...
David M. Gilbert - Civil Counsel
Gilbert & Smith, P.C.

FOR THE UNION

Signed by:

A5195410DF0E4EA...
Adam Walser – Labor Representative
POAM

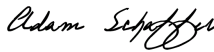
Signed by:

8223AB4CDF3D487...
Adam Schaffer - Chief Steward

EXHIBIT "A"
WAGE RATE PROGRESSION SCALE
October 1, 2024 – September 30, 2027

Detention Supervisors
See Attached

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

Employees will be provided a 4% base wage increase effective upon ratification of the contract.. Employees will be provided a 3% base wage increase for fiscal year 2026, effective October 1, 2025 and employees will be provided a 2% base wage increase for fiscal year 2027, effective October 1, 2026. Employees will also receive a \$600 discretionary bonus effective upon Board approval of the contract.

Direct Deposit shall be mandatory.

Saginaw County, MI



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
02/18/2025	1200 POAM JUVEN	T15	POAM DET SUPV	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 4.0000%
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	26.8600	214.8800	2,148.80	55,868.80
02	0.0000	27.8000	222.4000	2,224.00	57,824.00
03	0.0000	28.7727	230.1820	2,301.82	59,847.32
04	0.0000	29.7810	238.2480	2,382.48	61,944.48
05	0.0000	30.8228	246.5820	2,465.82	64,111.32
06	0.0000	31.9014	255.2110	2,552.11	66,354.86
07	0.0000	33.0176	264.1410	2,641.41	68,676.66
08	0.0000	34.1736	273.3890	2,733.89	71,081.14
09	0.0000	35.3689	282.9510	2,829.51	73,567.26

** 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. **POLICY:**
 - 6.1 It is the policy of Saginaw County to encourage its employees to live as healthy a lifestyle as possible. To support employees to that end, the County has joined with certain local wellness organizations to offer discounted rates to employees for participation in those programs. To further encourage a wider number of employees and retirees to participate in wellness activities, the County will reimburse each eligible non-union only employee or retiree 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	
<u>Comprehensive Medical Benefit</u> 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.		
<u>Outpatient Physician Services</u> (Includes Office Visits, Urgent Care Center Visits, Telemedicine E-Visits, and Second Surgical Opinions) Physician's Fee for an Examination All Other Charges Billed in Connection with the Examination	100% after deductible 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	80% after deductible 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
<u>Routine Preventive Care</u> Physician's Fee for an Examination Routine X-Rays and Lab Tests Flu Shots and Other Routine Immunizations Colonoscopies and Other Routine Services FDA-Approved Contraceptive Methods Procedures for Women with Reproductive Capacity Sterilization Procedures for Women with Reproductive Capacity and Mammograms	100%; deductible waived 100%; deductible waived 100%; deductible waived	Not covered 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.		
<u>Routine Immunizations Administered in a Pharmacy or at the Department of Community Health</u> (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.		
<u>Emergency Room Treatment</u> Physician's Fee for an Examination in the Emergency Room All Other Charges Billed by the Hospital, Physician, or Any Other Provider in Connection with the Emergency Room Visit	100% after deductible 100% after deductible	Paid as in-network Paid as in-network
Special Note about the Emergency Room Treatment Benefit: The Plan does not require certification for emergency services.		

Effective January 1, 2025

This brochure represents only a summary of your group health benefits Plan as it applies to all eligible employees and dependents. This brochure is not the Plan Document or the Summary Plan Description and shall not be relied upon to establish or determine eligibility, benefits, procedures, or the content or validity of any section or provision of the Health Benefits Plan. Please refer to the Health Benefits Plan Document for specific information regarding Plan provisions.

Page 1

Benefit Description	\$1,650 Deductible HSA Plan	
	In-Network	Out-of-Network
<u>Ambulance Transportation</u> (Ground or Air)	100% after deductible	Paid as in-network
<u>Certification Requirement</u>	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	
<u>Inpatient Hospital Services</u> Room and Board, Surgical Services, and Ancillary Services	100% after deductible	80% after deductible
<u>Inpatient Physician Services</u> Hospital Visits, Surgical Procedures, and Anesthesiology	100% after deductible	80% after deductible
<u>Obstetrical Care</u> Delivery and Postnatal Care Prenatal Care Visits	100% after deductible	80% after deductible
	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 <u>not</u> 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.		
<u>Transplant Services</u> Bone Marrow, Kidney, Cornea, and Skin Transplant Services Other Organ Transplant Services	100% after deductible	80% after deductible
	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.		
<u>Obesity Treatment</u>	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.		
<u>Outpatient Services</u> Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Test Services	100% after deductible	80% after deductible
<u>Allergy Services</u> Injections, Serum, and Testing	100% after deductible	80% after deductible
<u>Outpatient Infusion/Injection Therapy</u>	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.		
<u>Chiropractic Care</u> 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
<u>Durable Medical Equipment, Prosthetics, and Orthotics</u>	100% after deductible	Paid as in-network
<u>Diabetic Supplies</u>	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.		
<u>Outpatient Rehabilitative Services</u> 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
<u>Autism Spectrum Disorder Services</u> 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 Applied Behavior Analysis (ABA) Therapy	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 100% after deductible	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 80% after deductible
<u>Behavioral Care</u> (Includes Mental Health Care and Addictions Treatment) Inpatient/Partial Hospitalization Services 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) Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service, including Telemedicine E-Visits Outpatient/Intensive Outpatient Addictions Treatment Services, including Telemedicine E-Visits	100% after deductible 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 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	80% after deductible 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 Paid as in-network
<u>Diagnosis or Treatment of Underlying Cause of Infertility</u>	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.		
<u>Convalescent Care and Home Health Care</u>	100% after deductible	Paid as in-network
<u>Private-Duty Nursing Care</u>	100% after deductible	Paid as in-network
<u>Hospice</u>	100% after deductible	Paid as in-network
Miscellaneous Plan Provisions		
<u>Services Requiring Certification:</u> 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.		
<u>Coordination with Other Coverage for Injuries Arising out of Automobile Accidents</u> 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 <u>Before</u> the In-Network Medical Deductible is Satisfied Drugs Purchased <u>After</u> 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. - Mail-Order Prescription Drug Co-payments (90-Day Supply) Drugs Purchased <u>After</u> the In-Network Medical Total Maximum Out-of-Pocket 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. \$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 \$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 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.	

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 costs⁷. 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.		

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 for Maryland Sitused Groups

¹Some 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.

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



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.