

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAGINAW COUNTY
AND
SAGINAW COUNTY
PROSECUTING ATTORNEY

--and--

POAM
ASSISTANT PROSECUTORS

October 1, 2024 to September 30, 2027

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AGREEMENT

THIS AGREEMENT effective October 1, 2024 pursuant to 1965 P.A. 379, between the County of Saginaw and the Saginaw County Prosecutor, hereinafter referred to as the “County” or “Prosecutor” or “Employer” and the Police Officers Association of Michigan (POAM) representing the Bargaining Unit hereinafter referred to as the “Union” or “Employee(s)”.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree, as follows:

DEFINITIONS

- A. “Agreement” – Agreement refers to this collective bargaining contract.
- B. “Assistant Prosecuting Attorney(s)”. The licensed lawyer(s) appointed by the Prosecuting Attorney, except Chief Assistant Prosecutor, to carry out the duties, obligations and authority of the Office of Prosecuting Attorney as defined by applicable statutes and laws in the State of Michigan.
- C. “Bargaining Unit”. The Assistant Prosecuting Attorney(s) employed by the Prosecuting Attorney during the effective period of this Agreement excluding all other Employees of the Saginaw County Prosecutor’s Office.
- D. “Classification” – Refers to Assistant Prosecutor I, II and III, as applicable.
- E. “County”. The Board of Commissioners acting in the lawful capacity as elected representatives of the residents of the County of Saginaw and administration of County government by any person assigned, appointed or designated by the Board of Commissioners for the purpose of carrying out any applicable provisions of this Agreement.
- F. “Date of Hire” – as used in all sections of this Agreement, except Article IX, shall mean the date upon which the Employee began current and continuous employment with the County of Saginaw.
- G. “Demotion”. Refers to an Employee being reclassified downward to a lower pay scale.
- H. “Employee(s)”. An Assistant Prosecuting Attorney appointed by the Prosecutor as set forth by the statutes and the laws in the State of Michigan and is a licensed Attorney in the State of Michigan.
- I. “Employer”. For the purpose of this Agreement the word “Employer” or “Co-Employer” means the Prosecuting Attorney and Saginaw County Board of Commissioners.

J. "MERS". Refers to the Municipal Employees Retirement System Defined Benefit Retirement Program.

K. "Probationary Employee(s)". Shall be defined as any Employee having less than one (1) year employment with the County. Regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for benefits.

L. "Promotion". Is defined as movement of an Employee from a lower classification to a higher classification on the salary scale (See Appendix A).

M. "Prosecuting Attorney" or "Prosecutor". The elected Prosecuting Attorney and co-Employer of the Assistant Prosecuting Attorneys whose duties obligations and authorities defined by the applicable statutes and laws in the State of Michigan or any person assigned, appointed or designated by him or her for the purpose of carrying out any applicable provisions of this Agreement.

N. "PTO". Refers to Paid Time Off hours as accumulated pursuant to this Agreement.

O. "Regular Full-Time Employee". For the purposes of determining eligibility for benefits, is any Employee who works seventy-two (72) hours or more of the normal bi-weekly pay period on a regular basis.

P. "Regular Part-Time Employee". For the purposes of determining eligibility for benefits, is any Employee who works forty (40) or more hours and less than seventy-two (72) hours of the normal bi-weekly pay period on a regular basis, unless applicable law requires otherwise.

Q. "Step Increases" - Refers to annual upward salary adjustment within the same classification level, (See Appendix A).

R. "Temporary". Is any Employee who works either full-time or part-time, but is hired or contracted for a limited period of time for special projects or during heavy workload periods; and to fill in for absent Employees for the period of absence(s). The period of employment for Temporary Employees hired for special projects and heavy work periods shall not exceed one year, except however, unless extended by mutual consent of the Employer and the Union. Law students and interns shall be exempt from this definition. Temporary Employees shall be hired by the Prosecuting Attorney.

S. "Union". Shall be defined as officers, representatives, and members of the duly elected labor organization representing the bargaining unit comprised of The Police Officers Association of Michigan within the scope and meaning of Act 379 of the Public Acts of 1965 as amended.

T. "Years of Service". Refers to the number of years the Employee has continuously worked for the County of Saginaw.

PREAMBLE

This Agreement, entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, wages, hours of employment, and other conditions of employment. The parties to this Agreement will cooperate fully to secure advancement and achievement of these purposes. It is further recognized that it is in the best interest of the Prosecutor, the Board of Commissioners, the Union and their respective representative(s) at all levels that all dealings pursuant to this Agreement continue to be characterized by fairness, good faith, and the spirit of mutual respect for the duties and responsibilities which each party has in ensuring the public good, and by recognizing the benefit to the residents of Saginaw County in recruiting and retaining an experienced, productive and stable staff of career-oriented Assistant Prosecuting Attorneys.

NON-DISCRIMINATION

The Employer and the Union pledge that the provision of this Agreement shall be applied equally to all Employee(s) in the Bargaining Unit without discrimination as to age, religion, physical handicap, sex, marital status, race, creed, national origin, political affiliation, sexual preference, sexual orientation, or any other protected class status as recognized by state or federal law. The Employer and Union shall comply fully with the non-discrimination provisions of all applicable State and Federal laws and regulations. The Union shall share equally with the Employer in the responsibility for applying this provision of the Agreement. All references to Employee(s) in the Agreement designated both genders and whenever the male or female gender is used shall be construed to include the male and female Employees.

ARTICLE I RECOGNITION AND SECURITY

Section 1.1 - Recognition of Bargaining Unit

Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, and any other applicable law, the County and the Prosecuting Attorney do hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining with respect to compensation and rates of pay, hours of work, and other specified terms and conditions of employment, during the term of this Agreement for those employees in a Bargaining Unit consisting of duly licensed attorneys of the Michigan Bar appointed to the position of Assistant Prosecuting Attorney pursuant to MCL 49.11, *et. sq.*, except for the Chief Assistant Prosecutor position. Pursuant to the requirement set forth in the Public Employment Relations Act, *et seq.*, specifically MCL 423.215(5), the parties recognize that an emergency manager appointed under the Local Financial Stability and Choice Act, being PA 436 of 2012, shall be allowed to exercise powers as specified in said Act.

Section 1.2 - Management Non-Interference

The County and Prosecutor Attorney will not interfere with the rights of Employees to become members of the Union. The County and Prosecuting Attorney shall not engage in discrimination against, interference with, restrain, or coerce in any way an Employee in the Bargaining Unit because of Union membership or activity required by this Agreement. The Union shall share equally with the County and the Prosecuting Attorney the responsibility for applying the provisions of this Agreement.

Section 1.3 - Employees Covered

A full-time Employee who is a duly-licensed attorney of the bar appointed to the position of Assistant Prosecuting Attorney shall be entitled to all benefits under this Agreement. A regular part-time Employee shall receive only those benefits specifically enumerated, as follows:

- (1) Be paid in the same grade as full-time Employees in the same classification.
- (2) Receive Paid Time Off (PTO) benefits at one-half (50%) of the full-time rate.
- (3) Receive holiday pay at one-half (50%).
- (4) Be a member of the Saginaw County Defined Contribution Plan as otherwise provided in this Agreement.

Section 1.4 - 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 II
UNION AND MANAGEMENT RIGHTS

Section 2.1 - Union Rights

The Union as a sole an exclusive bargaining representative of the Employees shall have rights granted to them by 1975 P.A. 379 as amended and by any other applicable law.

Section 2.2 - Co-Employers

The County and the Prosecuting Attorney as Co-Employers will retain all rights, responsibilities and prerogatives normally exercised by employers in the past subject only to such restrictions as are expressly provided for in this Agreement. The County and the Prosecuting Attorney retain and reserve onto themselves or the delegated representatives all powers, rights, duties and responsibilities conferred upon and vested in them by the laws and Constitutions of the State of Michigan and the United States of America.

Section 2.3 - Prosecutor Rights

The Prosecuting Attorney retains all rights provided by law which includes but are not limited to those listed here:

- (a) To manage and operate the Office of the Prosecuting Attorney.
- (b) To hire and discharge Employees covered by this Agreement at will. It is understood by and between the parties that employment under this Agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
- (c) To promote, discipline or suspend Employees covered by this Agreement.
- (d) To install, modify, change methods of operations, work schedules and work assignments.
- (e) To approve time off or vacations and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- (f) To determine the work hours, location of the work or the performance of the work.
- (g) To select Employees for Promotion without regard to seniority.
- (h) To make judgments regarding skill, ability, qualifications and competence of Employees.
- (i) To establish training requirements for the purposes of maintaining or improving the

professional skills or for advancement or Promotion.

Section 2.4 - County Rights

The County retains all rights provided by law, which include but are not limited to those listed here:

- (a) The County has exclusive right to determine all matters pertaining to the level of services to be provided by the Prosecutor's Office and the necessary equipment to provide such service.
- (b) The County has exclusive rights to determine the number of Assistant Prosecuting Attorneys in each classification, and to increase or decrease the number of Employees retained.
- (c) The County reserves the right to approve the consolidation and reorganization of any part of the Prosecutor's Office as requested by the Prosecutor.

Section 2.5 - Establishing Wages Commensurate with Job Descriptions

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.

ARTICLE III SENIORITY

Section 3.1 - Seniority Date

A regular full-time Employee's seniority shall start from their most recent starting date of full-time employment as an Assistant Prosecutor.

A regular part-time Employee's seniority shall date from their most recent starting date of regular part-time as an Assistant Prosecutor with the Employer.

Length of service for the purpose of computing eligibility for benefits shall be the most recent starting date of full-time employment with the County of Saginaw.

Seniority shall commence with the Employee's first full day of work as an Assistant Prosecutor on a permanent basis for the Employer. An Employee shall have no more than one classification at a time.

There shall be separate seniority lists for full-time and regular part-time Employees. Provided seniority is not broken full-time Employees may count 50% of their regular part-time service if any, towards their seniority date and regular part-time Employees may count full-time service towards their seniority date.

Assistant Prosecuting Attorney seniority shall be separate and distinct from all other County Employees.

Section 3.2 - Probation

New Employees hired in the Prosecutor's Office shall be considered as Probationary Employees for the first one (1) year of their employment. When an Employee finishes the probationary period, by accumulating one (1) year of employment she/he shall be entered on the seniority list of the unit and shall rank for seniority from the day one (1) year prior to the day she/he completes the probationary period. There shall be no seniority among Probationary Employees.

The Union shall represent Probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article I of this Agreement except discharged and disciplined Employees for other than Union activity.

The probationary period may be extended in the event the Probationary Employee is absent from work as a result of a medically verified disability for more than two weeks.

Section 3.3 - Termination of Seniority

An Employee's seniority and their employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Voluntary quitting. (Not reinstated within ten (10) days).
- (b) Discharge.
- (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 the layoff or absence began, or for one year, whichever is shorter.
- (d) An absence due to a compensable (workers' compensation) disability incurred during the course of employment shall not break continuous service, provided the Employee returns to work within thirty (30) days after statutory payments cease (unless payments were stopped inappropriately) 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.
- (e) Absence from work for a period of three (3) consecutive scheduled work days without

notification to the Prosecutor during such period of the reason for the absence.

- (f) Failure to report for work upon recall from layoff.
- (g) Retirement.
- (h) Failure to return to work at the expiration of an approved leave of absence.

Section 3.4 - Job Posting

Permanent Bargaining Unit vacancies (vacancies other than Temporary vacancies) that are to be filled shall be posted on bulletin boards in the Prosecutor's Office for application by current Employees for a period of ten (10) calendar days.

Vacancies re-occurring within ninety (90) days in the same job title do not have to be re-posted, if more than one Employee applied for on the original posting.

Section 3.5 - Layoff and Recall

The word "layoff" means a reduction in the working force authorized by the County Board of Commissioners. Where there is such a reduction in the work force, the Prosecuting Attorney shall determine who shall be laid off first. The Prosecutor's decision is final.

Layoff and recall of seniority Employees will be determined by the Prosecutor without regard to seniority, provided that when a position becomes available at any time within one (1) year of the start of the layoff, the person on layoff shall have right of first refusal to that position and, if recalled, shall be reinstated consistent with the salary limitations described in Section 10.2.

Section 3.6 - Notice of Recall

Notice of recall shall be sent by certified mail to the Employee's last known address as shown on the Employer's records, and it shall be the obligation of the Employee to provide the employer with a current address. A recalled Employee shall give notice of intent to return to work within seven calendar days of receipt of the recall notice and shall return as soon thereafter as the Prosecutor and the Employee agree, not to exceed seven calendar days or such Employee's employment shall be terminated (because of resignation) without recourse to this Agreement. Failure to accept a recall notice sent by certified mail shall constitute a voluntary termination of seniority and employment unless the Employee shows good cause or otherwise was prevented from receiving or accepting notice by circumstances beyond the Employee's control.

Section 3.7 - Notice of Layoff

The Employer shall give one (1) month notice to bargaining unit Employees and the Union President on any proposed layoff and such notice shall state the reasons thereof.

Section 3.8 - Use of PTO Compensation

Any Employee laid off pursuant to this Article shall be paid, within one pay period of the effective date of the layoff, for accumulated PTO hours in the same manner under this Agreement as if that Employee had been terminated.

Section 3.9 – Furlough

Furlough is a reduction of hours of an employee, which management may specify by department and by classification.

Furlough shall be by department and by classification.

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

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

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

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

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

ARTICLE IV
HOLIDAYS

Section 4.1 - Holidays

The following days shall be designated and observed as paid Holidays:

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

It is also further agreed that in the event of inclement weather or other events resulting in the general excusal of County Personnel from the performance of their duties, such excusal, with pay, shall also pertain to Bargaining Unit Personnel.

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, such holidays shall be granted to Bargaining Unit Personnel provided the holiday designated is not in exchange for another holiday.

Section 4.2 - Observance of Holidays

If one of the holidays listed above should fall on a Sunday, the following Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, excluding Christmas and New Year's Day, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve will be observed on Thursday the day before.

If an Employee performs work while on duty phone assignment during a paid holiday, then eight (8) hours shall be added to the Employee's PTO bank.

ARTICLE V
PAID TIME OFF

Section 5.1 - Paid Time Off (PTO Banks)

Regular Full-Time Employees shall accrue PTO commencing on the date of hire and be credited on the first day of the month following thirty (30) days of service. Accrual will be in accordance with the following provisions:

- (a) Employees with zero (0) months and less than three (3) years of service shall accrue

PTO in the amount of 136 hours per year. Employees are not eligible to take PTO during the first thirty (30) days of employment. PTO accrued during the first thirty (30) days of employment will not be credited until completion of that period.

- (b) Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 152 hours per year.
- (c) Employees with five (5) but less than (10) years of service shall accrue PTO in the amount of 168 hours per year.
- (d) Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 184 hours per year.
- (e) Employees with fifteen (15) years but less than twenty (20) years of service shall accrue PTO in the amount of 200 hours per year.
- (f) Employees with twenty (20) or more years of service shall accrue PTO in the amount of 216 hours per year.

Section 5.2 - Payoff at Separation

Upon termination of employment, an Employee shall be compensated at 50 percent (50%) cash value for the unused PTO time up to a maximum of 600 hours (maximum payment for 300 hours at Employee's current rate of compensation) through date of termination.

Section 5.3 - Usage

PTO may be taken in 15-minute increments.

Section 5.4 - Scheduling

Scheduled PTO time will be worked out as far in advance as possible with the Prosecutor or the Prosecutor's designee.

Section 5.5 - Payment

PTO will be paid at the current rate of the Employee at the time it is used or paid. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an Employee is entitled to by reason of any increment plans.

Section 5.6 - Holidays

When a holiday observed by the Employer falls during an Employee's scheduled PTO, the holiday will be allowed and PTO leave will not be charged against Employee's bank.

Section 5.7 - Absence

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO. PTO time will accrue during absence due to workers' compensation or paid disability leave only for the first ninety (90) calendar days per occurrence.

Section 5.8 - Short Duration Absence

The County and the Prosecuting Attorney recognize that the demands of the Office of the Prosecuting Attorney often require that Employees, in the discharge of their duties, expend personal time outside normal work hours for the benefit of the County or Prosecuting Attorney. Consistent with the professionalism of the Employees and the respect for that professionalism by the County and the Prosecuting Attorney, the parties understand and agree that circumstances will arise that may require Employees to be away from the work place for periods of short duration that may be unrelated to the needs of the County or the Prosecuting Attorney. The County and Prosecuting Attorney agree that any such periods will not be counted against PTO hours provided that any such period shall be no more than two hours in duration, does not occur on a regular basis and the Prosecuting Attorney or designee is timely notified of the absence in advance. The Employees will not abuse this privilege.

ARTICLE VI
INSURANCE

Section 6.1 - Health Insurance

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

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

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

Dependents, as used in this section, shall be in accordance with the definition of insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage (as provided in Section 11) 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 shall be provided each year during open enrollment.

Section 6.2 - 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 years and older, who is Medicare eligible and as such ineligible for pre-tax contribution to a Health Savings Account, will receive the same cash payment as noted above is lieu of the Health Savings 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.

Regular part-time Employees hired on or after January 1, 1996, shall not receive insurance benefits, unless otherwise required by law.

Section 6.3 - Coverage Relative to Work Related Injuries or Death

The Employer shall continue to pay its share of the health care premium as set forth in Section 1, for a maximum of three (3) years. Employees or their surviving family members will be responsible for the employee's share of the premium as established for each plan year or set forth

in PA 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 6.4 - Health Care Savings Program (HCSP)

Employees covered by this bargaining unit, shall not be eligible for retirement health insurance provided currently, or any other retirement health insurance that may be provided by the County 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 County 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.

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

Section 6.5 – Optical and Dental Insurance

The insurance, for full-time employees, their legal spouses and eligible dependents 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 6.6 - Life Insurance

The County shall pay the full premium for group term life insurance providing coverage to each full-time Employee in the amount of Fifty Thousand and 00/100 dollars (\$50,000) and Fifty Thousand and 00/100 dollars (\$50,000) 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) group term life.

Section 6.7 - Liability Insurance

The County shall provide at no cost to the Employee, a policy of liability insurance to indemnify and protect Employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. 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 County under whose authority the Employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the good faith performance of the official duties of any Employee within the operation or intent of this Section. The coverage provided shall be in accordance with the specified terms and limits of the Saginaw County general liability insurance policy (currently at \$15,000,000 (Fifteen Million Dollars) and shall include the cost of defense, including attorney fees).

Section 6.8 - 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 6.9 - 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 6.10 - Option to Opt out of Health Insurance Coverage

An Employee who is eligible to receive or presently enrolled in a County Health Insurance plan may choose to receive two hundred and 00/100 dollars (\$200.00) per month in lieu of such insurance coverage, provided, the Employee provides proof of another source of health insurance

and signs a statement attesting to said insurance coverage and further, must not be covered as a dependent of another County employees.

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 Employer, the Employer shall in no way be held liable for health coverage during such lapse.

Section 6.11 - 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 6.12 - 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 6.13 – Ability to Change Insurance Providers

The County may select or change 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 6.14 - 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.

Section 6.15. Medicare Continuation. Upon becoming eligible for Medicare, the employee and his/her dependent(s) are required to enroll in both Part A and B of Medicare at the employee's expense. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. If still employed, Medicare will become the secondary coverage, while Saginaw County's health plan will be the primary payor.

ARTICLE VII
WORKERS' COMPENSATION

In the event an Employee sustains an occupational injury, employee will be covered by applicable Worker's Compensation Laws. Any Employee sustaining an occupational injury, shall be paid for the days scheduled to work during the first seven (7) calendar days after the injury not

chargeable to any other benefit. The Employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries.

The Employee shall be responsible for immediately (on the day of the injury or as soon thereafter as reasonably possible) reporting the occupational injury to the Prosecutor or his designee and shall request and complete the appropriate workers compensation form substantiating the injury. The Employee shall cooperate with the Employer should an Employer's physician examination be requested by the Employer. Reasonable post exam treatment orders must be followed.

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

The County reserves the right to provide benefits as allowed by appropriate workers compensation rules, regulations or law. Benefits which will continue for one year are Health, Dental, Vision and Life insurance with appropriate co-pays required.

ARTICLE VIII LEAVES

Section 8.1 - Time Off for Illness

(A) Should an Employee be absent because of illness prior to having PTO, such absence shall be without pay.

(B) Any Employee of the County who finds it necessary to be absent from work due to illness shall notify the Prosecutor or designee prior to the beginning of the work day. Such notice shall be given as much in advance as possible.

(C) Except as otherwise granted in this Section and subject to FMLA leave as provided in Article IX, Section 9.7 and otherwise provided by law, the Employer has the right to require documentation of illness if sick leave abuse is suspected.

Section 8.2 - Leaves of Absence

(A) Employees shall be eligible to apply for a leave of absence after one (1) year of service with the Employer. A Leave of Absence is for an Employee who, in addition to personal and vacation time, requires time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. However, employees shall first be required to utilize any Paid Time Off (PTO) available to them while on an approved leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) PTO hours in their bank throughout the leave of absence, if requested and approved by the Prosecutor prior to approval of the leave of absence.

(B) A request for leave of absence shall be submitted in writing by the Employee to the Prosecutor. The request shall state the reason the leave of absence is being requested and the approximate length of leave the Employee desires. The Prosecutor may approve or deny the leave of absence.

(C) Authorization or denial for a leave of absence request shall be furnished to the Employee by the Prosecutor, and it shall be in writing stating the reason for denial, if applicable.

(D) An Employee on an approved leave of absence will continue to accumulate seniority, however, the Employee's next Anniversary Date, as hereinafter defined, for the purpose of implementing salary step increases, shall be delayed by the length of the leave of absence.

(E) Further extension beyond the return date designated may be granted by the Prosecutor.

(F) Any gainful employment during a leave of absence must be approved in advance by the Prosecutor.

(G) It shall be the duty of the Employee to keep the Prosecutor informed of their current address and telephone number at all times, while on leave of absence.

Section 8.3 - Military Leave

Except as herein provided, the re-employment rights of Employees and Probationary Employees after military service will be limited by applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as those afforded to non-union employees in County Policy #363, as amended on November 20, 2018.

Section 8.4 - Jury Duty

Employees shall be granted a leave with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time spent in jury service. Seniority will continue to accrue to the Employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Section 8.5 - Disability Leave

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

Section 8.6 - Work Related Accommodations

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

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

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

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

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

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

Section 8.7 – Bereavement Leave

- (a) Employees Excluded: Bereavement Leave is not authorized for other than regular full-time employees; provided, however, the Prosecutor may reschedule part-time personnel to provide for lost time.
- (b) Bereavement leave shall be in accordance with County Policy #362, as amended on November 20, 2018.

Section 8.8 – Family and Medical Leave

The provisions of this Agreement will be applied to assure that Employees who have actually worked for at least one year and who have actually worked at least 1250 hours during the one year period immediately preceding the request for leave will be afforded the entitlement set forth in the Family and Medical Leave Act of 1993 (FMLA) and as prescribed in County Policy No. 364, as amended on January 20, 2009, subject to law.

ARTICLE IX SALARIES AND COMPENSATION

Section 9.1 - Anniversary Date

An Employee shall have, as an anniversary date for salary increases, the date of hire or most recent promotion.

Anniversary date is the date used to determine length of service within a specific

classification.

Section 9.2 - Rates of Pay and Number of Prosecutors Per Classification

The Saginaw County Board of Commissioners has the sole authority to determine the number of Assistant Prosecuting Attorneys and the number in each classification level.

The Prosecuting Attorney has the sole authority to determine where each Employee shall be classified, limited to the number of assistant prosecuting attorneys budgeted in each classification, subject only to the initial implementation of Section 9.3.

The Prosecuting Attorney reserves the right to, at any time, reassign the classification or step level of any employee, including the APA I, APA II, and APA III, within the limitations specified in this Article. However, no Employee's compensation level shall be reduced during the term of this Agreement.

Section 9.3 - Initial Placement and Movement in Salary Grid of Existing Employees:

Effective each subsequent anniversary date, the employee shall be moved to the next higher Step level and be paid at his or her salary rate for the applicable year as reflected in Schedule A, except as may be provided elsewhere in this Article.

Any employee who is promoted from his or her initial classification shall be paid at the next step level in the new classification that is at least 5% above the salary being received immediately before the promotion.

Any employee who is classified at Step 1 shall move to Step 2 six months after his or her anniversary date and to Step 3 one year after his or her anniversary date. Further step increases shall occur annually thereafter in accordance with the terms of this Article.

Any employee demoted or reassigned to a lower classification shall continue to receive the same salary as immediately before the demotion or reclassification but shall not receive any salary increases whatsoever until the new salary classification level exceeds the employee's salary. Further step increases shall occur annually thereafter in accordance with the terms of this Article.

Section 9.4 - Appointment to Position For New Employees

Original appointment to any position for a new Employee shall be made at the entrance rate of the classification.

Section 9.5 - Date of Hire

Date of hire, as used in this Article only, is the date that an Employee commences employment in a full or part-time County position as an Assistant Prosecutor.

Section 9.6 - Maximum Pay

Employees shall not be paid at rates in excess of the maximum for the salary grade in classification.

Section 9.7 - Implementation of Step Increases

All step increases provided for in this Agreement shall take effect on an Employee's anniversary date except as set forth below.

If the Prosecuting Attorney determines that an Employee's work performance is not satisfactory, the Prosecuting Attorney shall inform the Employee, the Union and the County's Personnel Office of this in writing, including the reasons therefor, no later than 30 days prior to the Employee's anniversary date that would result in a step increase. The step increase may then be postponed for up to ninety (90) days to provide the Employee an opportunity to improve their work performance. At or before the end of that time, the Employee shall receive the step increase if adequate improvement has been made.

Section 9.8 – 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 receiving. Employees shall be required to keep a log of their 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 accordingly.

ARTICLE X
DISCHARGE

Assistant Prosecuting Attorneys are at will Employees and can be discharged by the Prosecutor without cause. Any Employee discharged, except for willful misconduct, shall receive:

1. Severance compensation based upon years of service as follows:

8 or more years of service	12 weeks
6 - 7 years of service	10 weeks
4 - 5 years of service	8 weeks
2 - 3 years of service	6 weeks
1 - 2 years of service	4 weeks

2. Compensation for any accrued unused PTO hours up to 600 hours at the rate of fifty percent (50%) of the Employee's salary rate at time of discharge.

3. For Employees not fully vested in the Defined Contribution Retirement System, the non-vested Employer contributions and accumulated earnings thereon held by the Plan Administrator shall be payable, at the election of the Employee, either by payment, to the extent permitted by law, into a deferred compensation program designated by the Employee or in cash in the form of salary less social security and withholding taxes and other deductions, as applicable, or in a combination of the two forms of payment.
4. Continuation of Employee health, dental and life insurance benefits for a period of ninety (90) days following the date of discharge provided the Employee shall be solely responsible for making payment of the Employee's contribution to the applicable premium.

ARTICLE XI
RETIREMENT

For EMPLOYEES of this Unit (those hired into this unit on or after January 25, 2005):

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

Employees under the DC Plan can retire at age 55 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 contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

<u>SERVICE TIME</u>	<u>RETAINED BY EMPLOYEE</u>
Up to and including 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 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 100% vesting the Employees shall select the option for both the Employer's and the Employees funds. The County shall be responsible for coordinating the DC Plan with the DC Plan Administrator and shall hold the Union harmless for Employee liability related to the new program.

Retirement Match Program: The employer will provide an up to 2% match on retirement contributions to an employee's 457 plan account. The Employer will contribute the matching funds to the employee's 401(a) account. In order to receive the match an employee must have 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 XII
GENERAL PROVISIONS

Section 12.1 - Keys

The County agrees to supply each Employee with keys or cards necessary for access to the Courthouse, subject to compliance with the adopted security plans, the Prosecutor's Office and the Employee's individual office. The replacement of keys or cards and the cost for replacement will be in accordance with current County Policy Number 328.

Section 12.2 - Private Practice or Employment

Employees shall not engage in the practice of law for profit on a private basis without the express approval of the Prosecuting Attorney. This provision in no way prohibits or restricts Employees from providing legal counsel to family, friends or others, which may otherwise be viewed by professional or ethical standards as equating to the practice of law, provided such counsel is not for profit and does not take time away from the proper and appropriate functioning of the Employees' official duties and obligations.

Section 12.3 - Professional Dues

The Employer shall timely pay for each employee any professional dues required by operation of law, rule or otherwise to maintain the employee's license to practice law within this State, including any expenses related to mandatory continuing legal education. The Employer also shall timely pay dues for membership in the Saginaw County Bar Association and the Prosecuting Attorneys Association of Michigan. Membership dues of any other association or professional organization not required by operation of law or rule will be the responsibility of the employee.

Section 12.4 - Other County Benefits

Employees shall be entitled to take advantage of any optional or elective benefit programs offered to non-union county employees, as of the effective date of this Agreement, under the same eligibility requirements applicable to those non-union county employees, provided that the benefit program does not conflict with any provision of this Agreement. Such benefit programs include, but are not necessarily limited to, the Deferred Compensation Program, Supplemental Life Insurance Coverage, Tuition Expense Reimbursement, Payroll Direct Deposit, Child Care Reimbursement, Eye Examination Reimbursement, Travel Mileage Reimbursement, Employee Family Assistance Program and any programs instituted during the period of this Agreement. This provision in no way requires or implies the continuation of any benefit program when otherwise eliminated for those non-union county employees.

Section 12.5 Duty Phone

Employer will have a mandated system where the assignment of the duty phone is made by the Prosecutor's Office. Employer will pay the sum of three hundred fifty dollars (\$350.00) and an employee will receive four (4) hours of PTO per week for a Prosecutor to be on duty and answering all calls to the duty phone and appearing at the Prosecutor's Office to handle warrants and other matters incident thereto.

Section 12.6 Flex Time and Remote Work.

The parties agree to have flex time or non-standard work hours, if mutually beneficial to the Employer and employee or if necessitated by the Department's operational needs. Flextime arrangements would be determined by the Department Head for all units after consulting with the Union.

Departments may also allow for a remote work schedule, in accordance with County Policy #347.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 13.1 - Purpose

The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.

Section 13.2 - Definition of Grievance

A grievance is a complaint regarding a violation or misinterpretation of the articles or provisions of this Agreement, or a complaint of unfair or inappropriate application thereof. The fact of discharge and the Employee's classification are not subject to the grievance procedure.

Section 13.3 - Grievance Committee

Within fourteen (14) days of the effective date of this Agreement, the Union will elect the members of a Grievance Committee, not to exceed three (3) Assistant Prosecuting Attorneys, and advise the employer of the names of those persons so elected. Those persons elected shall be members of the Union. One of those elected members shall be designated as the Grievance Representative who shall serve as the primary contact person with the Employer.

Section 13.4 - Investigation of Grievances

The Grievance Committee, during regular working hours and without loss of pay or time, in accordance with the terms of this Agreement, may investigate and present grievances to the County and the Prosecuting Attorney, provided that the time taken does not interfere with scheduled office duties and responsibilities to the Prosecuting Attorney. In the sole discretion of

the responsible Committee member, they may request that their role in the investigation, with privileges described herein, be conducted by another member of the committee who is readily available to participate. This request will be on a grievance by grievance basis. The Prosecuting Attorney and Personnel Department are entitled to notice, orally or in writing, of the Committee member handling the specific grievance. The privilege of allowing working hours to be used to address appropriate matters without losing time or pay is subject to the understanding that the time will be used for processing the grievance and will not be abused. The Prosecuting Attorney may request that such time spent processing grievance matters be documented.

Section 13.5 - Special Meetings

At any time, the County or the Prosecuting Attorney or the Union, through a member of the Grievance Committee may request a meeting with the other parties to discuss matters of concern outside the normal grievance procedures. Such a request by mutual consent will be honored and arranged within a reasonable period of time. Should the meeting be scheduled within normal working hours, those employees attending will not lose time or pay. The meeting may be attended by no more than two (2) bargaining unit members unless the Prosecuting Attorney agrees to permit more.

Section 13.6 - Grievance Procedure

A grievance of an Employee shall be handled in accordance with the following procedure.

Step 1 - The Employee or their Union representative shall within ten (10) working days of the date of the cause of the grievance, or within ten (10) working days of the date they could reasonably be expected to have knowledge of the cause of the grievance, appeal in writing to the Prosecutor, with a copy to the Personnel Department, stating the nature of their grievance, the specific section(s) of the contract allegedly violated or misinterpreted, and the remedy requested. The Prosecutor shall reply in writing to the Union representative within five (5) working days.

Step 2 - If the Union, after appeal to the Prosecutor, feels that a proper adjustment has not been made, the Union shall within ten (10) working days of the receipt of the Prosecutor's reply appeal in writing to the Personnel Department requesting a meeting to discuss the grievance. Such meeting shall be held within ten (10) working days.

Step 3 - At this meeting the Union may be represented by not more than two (2) non-Employee representatives in addition to one (1) member of the Union Grievance Committee, and the grieving Employee. The County must give a written answer within ten (10) working days from the date of the meeting.

Step 4 - In the event such answer is not acceptable to the Union, they may, at their option, appeal the grievance to the State Mediation Service by notifying the County Personnel Department. If the matter is not settled at the mediation step (in the event such step is elected), the Union shall notify the County Personnel Department that the grievance is appealed to binding arbitration or is settled, as the case may be.

Step 5 - In the event the dispute has not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Personnel Department's answer in Step 4 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association, or Federal Mediation and Conciliation Service, in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, or add to or subtract from the terms of this Agreement, but shall have authority only to interpret and apply the provisions of this Agreement which shall constitute the basis on which the arbitrator's decision shall be rendered. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which violates the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The decision of the arbitrator shall be binding on the parties. The cost of the arbitrator shall be borne equally by the County and the Union.

Section 13.7 - By-Pass Steps

The parties may mutually agree to by-pass any step.

Section 13.8 - Failure to Proceed

After the grievance has been reduced to writing, the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the County or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement.

Section 13.9 - Time Off For Grievance Meetings

Members of the Grievance Committee and the grieving Employee shall be granted necessary and reasonable paid time off from work for scheduled grievance meetings, except however, no more than two (2) Employees shall be paid for such time spent.

ARTICLE XIV
WAIVER AND SAVINGS CLAUSES

Section 14.1 - Waiver Clause

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

Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 14.2 - Savings Clause

If any Article, Section or provision of this Agreement, or any addendum hereto should be held invalid by operation of law or by determination by any court of competent jurisdiction, or if compliance with or enforcement of any Article, Section or provision should be reinstated by operation of law or by a court of competent jurisdiction, the remainder of this Agreement shall not be effected thereby. Should any Article, Section or provision of this Agreement be deemed invalid for any reason or become invalid by operation of law subsequent to its effective date, or become unenforceable for any other reason, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion or provision.

ARTICLE XV
TERM OF AGREEMENT

Section 15.1 - Effective Date and Termination Date

This Agreement shall become effective as of the date of execution hereof and shall remain in effect until September 30, 2027.

Section 15.2 - Notices

Notice in accordance with Section 16.1 above, shall be given by certified mail; be completed by and at the time of mailing; and if given by the County; to be addressed to: POAM and sent to 27056 Joy Road, Redford, Michigan 48239-1949; and, if given by the Union, to be addressed to the Saginaw County Personnel Division, 111 S. Michigan, Saginaw, Michigan 48602. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

FOR THE COUNTY

Signed by:
Jack Tany
EF2946880BF0494...
Jack B. Tany, Chair
Board of Commissioners

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

Signed by:
Jennifer Broadfoot
48E1B04DF3544DB...
Jennifer Broadfoot
Personnel Director

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

Approved as to Form:

Signed by:
David Gilbert
406F58FEA46A47B...
David M. Gilbert - Civil Counsel
Gilbert & Smith, P.C.

FOR THE UNION

Signed by:
A. Walser POAM
318A01D309554CD...
Adam Walser, Business
Representative POAM

Signed by:
Brooke Kozlowski
5A10280ECE2B4EE...
Brooke Kozlowski Assistant
Prosecuting Attorney

APPENDIX A

Subject to the paragraph below entitled, "Consideration for Wages in Fiscal Years 2025, 2026, and 2027," the Assistant Prosecutor's Union Salary Schedule is set forth in the attachment.

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

Employees will be provided a 1% base wage increase effective upon Board Approval of the contract for fiscal year 2025. Employees will be provided a 1.5% base wage increase for fiscal year 2026, and employees will be provided a 2% base wage increase for fiscal year 2027. The 2026 Fiscal Year increase will be effective October 1, 2025 and the 2027 Fiscal Year increase will be effective October 1, 2026. In addition, all employees employed as of September 30, 2026 and September 30, 2027 will received a five hundred dollar (\$500.00) retention payment for each respective year. The payment is contingent on grant monies being available to cover the cost of the payment.

Direct Deposit shall be required.

Hiring Incentive Payment:

Beginning October 1, 2024, an employee hired into this bargaining unit as an APA may receive a \$5,000.00 hiring incentive payment. An employee will have the option to accept or decline the hiring incentive payment upon hire. Employees understand that by accepting the hiring incentive payment, the Employee will complete an agreement to remain in the employment of the Prosecutor as an Assistant Prosecuting Attorney for a minimum of one (1) year following receipt of the payment or repay all or a portion of the payment as delineated below.

If the Employee leaves the County, voluntarily or involuntarily, within one (1) year after they receive the hiring incentive payment, the Employee will pay the County back the hiring incentive payment as follows:

- Before six (6) months – payback \$5,000;
- Between six (6) months and twelve (12) months – payback \$2,500;
- After twelve (12) months – no payback.

The hiring incentive payment is taxable, and all regular payroll taxes and other appropriate deductions required by agreement or law will be withheld. The hiring incentive payment is exempt from those portions of the applicable collective bargaining agreement that requires contributions to the MERS defined contribution and defined benefit retirement programs and the health care savings program. The County and the employee will pay FICA on the hiring incentive payment.

The hiring incentive payment is contingent on grant monies being available to cover the cost of the payment.



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	1300 POAM ASSIS	A02	APA I	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 1.0000%													
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	39.1778	313.4224	3,134.22	81,489.83
02	0.0000	40.3531	322.8251	3,228.25	83,934.52
03	0.0000	41.5638	332.5098	3,325.10	86,452.56
04	0.0000	43.6419	349.1353	3,491.35	90,775.18
05	0.0000	45.8240	366.5921	3,665.92	95,313.95
06	0.0000	48.1153	384.9217	3,849.22	100,079.65

02/18/2025	1300 POAM ASSIS	A04	APA II	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 1.0000%													
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	46.2733	370.1861	3,701.86	96,248.39
02	0.0000	47.6615	381.2917	3,812.92	99,135.84
03	0.0000	49.0913	392.7305	3,927.30	102,109.92
04	0.0000	51.5459	412.3670	4,123.67	107,215.42
05	0.0000	54.1231	432.9853	4,329.85	112,576.19
06	0.0000	56.8294	454.6346	4,546.35	118,205.00

02/18/2025	1300 POAM ASSIS	B22	APA III	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 1.0000%													
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	48.0668	384.5338	3,845.34	99,978.78
02	0.0000	49.5088	396.0698	3,960.70	102,978.15
03	0.0000	50.9940	407.9518	4,079.52	106,067.48
04	0.0000	52.5238	420.1904	4,201.90	109,249.51
05	0.0000	55.1500	441.1999	4,412.00	114,711.98
06	0.0000	57.9075	463.2600	4,632.60	120,447.59
07	0.0000	59.6448	477.1578	4,771.58	124,061.02
08	0.0000	61.4340	491.4725	4,914.72	127,782.85
09	0.0000	62.6628	501.3019	5,013.02	130,338.50

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

Category: 300
Number: 341

Subject: **PAID TIME OFF (PTO)**

1. **PURPOSE:** It is the purpose of this policy to establish a uniform system regulating the accrual and use of paid time off hours. PTO leave is intended to be used to compensate for vacation leave, earned sick time, personal leave, paid time off and paid medical leave as required under the Paid Medical Leave Act.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy #301.
4. **RESPONSIBILITY:** The Controller/CAO of Saginaw County shall be responsible for the implementation and administration of this policy.
5. **DEFINITIONS:** For purpose of this policy, regular full-time employees and regular part-time employees, who are otherwise eligible, may hold probationary status and qualify for PTO.
6. **POLICY:**

6.1 Rate of Accrual.

6.1.1 Each regular full-time employee shall accrue Paid Time Off hours at the following rate. Regular part-time, part-time, and on-call employees who work on an average of more than 25 hours per week during the immediately preceding calendar year shall accrue Paid Time Off hours at one-half the below rate, as long as the accrued time equals at least 40 hours.

	<u>Annual Rate</u>	<u>Biweekly Rate</u>
First day of the month following		
30 days* - 3 years continuous service	136 hours	5.2308 hours
3 - 5 years " "	152 hours	5.8462 hours
5 - 10 years " "	168 hours	6.4615 hours
10 - 15 years " "	184 hours	7.0769 hours
15 - 20 years " "	200 hours	7.6923 hours
20 or more years " "	216 hours	8.3077 hours

*PTO accrued during the waiting period (date of hire – first day of the month following thirty days of service) shall be credited on the first day of the month following 30 days of service.

6.2 Accumulation of Paid Time Off (PTO) Hours.

- 6.2.1 When an employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrual, earning at the new rate will begin on the first day of the current pay period.
- 6.2.2 Employees shall be paid during PTO leave on the basis of the normal workweek for the classification of work in which they are normally employed and at the rate of pay prevailing during the period that the time is taken.
- 6.3 Separation. Upon separation from County employment, an eligible employee shall receive pay for 50% of the unused accumulated PTO hours up to a maximum of 600 hours or 75 days (or actual pay-off at 300 hours, or 37.5 days), or as negotiated in employment contracts. Upon retirement, PTO pay will count toward the employee's final average compensation, for those having defined benefit pensions, unless otherwise provided by employment contracts. Compensation for unused PTO hours will be paid at the regular rate (not overtime) prevailing on the employee's last working day.
- 6.4 Holidays. If a holiday, as defined in the Holiday Policy, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.
- 6.5 Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.
- 6.6 PTO Scheduling/Management. Employees are responsible for managing their PTO accounts. It is important for employees to plan ahead for how it will be used. Employees should develop a plan for taking vacations, as well as doctor's appointments and personal business. Employees should hold a reasonable amount of PTO time in reserve which allows for the unexpected, such as emergencies and illness.
- 6.6.1 PTO Used for Vacation. Vacation schedules for employees shall be developed and approved by Department Heads. It shall be the practice of each Department Head to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in staffing. The schedule may be changed by the employee only if approved by the Supervisor/Department Head.
- 6.6.2 The use of PTO hours for "personal" reasons other than vacations is a request and therefore, it requires supervisory approval. Requests shall be made in advance and in accordance with Department policies/practices. There may be occasions such as an illness or emergency, when an employee cannot request use of PTO in advance and/or obtain prior supervisory approval. If an illness or emergency exists which prevents an advanced request from being made, employees must discuss the absence

with their supervisor. Subject to FMLA, documentation of the illness and/or emergency may be required by the Department Head.

- 6.6.3 PTO, once approved, must be taken in chronological and sequential order in accordance with the excused absence(s) during the payroll-reporting period.
- 6.7 Subject to FMLA, taking time off without the accrued PTO available is prohibited. Absence from work without the use of authorized PTO may result in discipline, up to and including discharge.
- 6.8 PTO Increments. PTO can be taken in increments of fifteen (15) minutes.
- 6.9 PTO Donation. The purpose of PTO donation is to allow County employees to support fellow employees who have a medical emergency pursuant to FMLA, or must take unexpected time off from work to support a family member who does, or for the reasons enumerated in the Paid Medical Leave Act. County employees may donate earned PTO hours to a voluntary leave bank with the understanding that the recipient member accepts all tax liability. Donations must be in eight (8) hour increments and the donor's personal PTO bank cannot fall below eighty (80) hours as a result of the donation. Each employee may donate no more than an accumulated total of eighty (80) hours per calendar year. Donations are irrevocable. Donor cannot specify who receives time once it is donated to the leave bank. Donations can be made through Payroll by completing a PTO donation request form.
 - 6.9.1 A family member can be defined as a spouse, parent, or child.
 - 6.9.2 A medical emergency is defined as a medical condition that is likely to require the employee to be absent from work for a prolonged period and results in a substantial loss of income due to lack of available PTO or other paid leave. A substantial loss of income is an unpaid absence of 24 work hours or more. Said hours do not have to result from a continuous absence, but can result from time taken on an intermittent basis related to the same condition or illness.

In order to receive donated PTO, an employee who is being personally affected by a medical emergency or for the reasons enumerated in the Paid Medical Leave Act, must submit a request in writing using the designated form. This will include stating the details of their medical emergency or the reasons listed in the Paid medical leave Act, the amount of time they are requesting, and certifying they have exhausted all other paid leave available to them. The requesting employee will be required to provide medical or other documentation to verify eligibility. Written requests shall be submitted to the Payroll and Benefits Supervisor for consideration. Employee requests for donated PTO will be considered on a first come, first served basis.

The County may notify employees when a request for donated PTO has been received but the PTO Donation Bank has insufficient time available to cover the request. Such notifications will be made exclusively by the Controller's Office.

Applicants are only eligible to receive leave after their request has been approved and it has been confirmed that all other available paid leave has been exhausted. Employees reserving PTO in accordance with the FMLA, disability or any other leave policy are not eligible for leave donation. Employees may receive a total donation of no more than the time needed to cover the leave time requested. For employees with intermittent need for leave, the bank will be reviewed periodically to ensure sufficient, but not excessive levels of PTO. Employees not otherwise eligible for PTO are not eligible for the donation program.

Once received, donated PTO will be placed in a separate bank for that recipient employee. Any donated PTO not used at the conclusion of the medical emergency or for those reasons listed in the Paid Medical Leave Act or within one year of receipt will be returned to the PTO donation bank. Liquidation of donated PTO for cash is not permissible.

Doctor's slips or other documentation will be required as proof of how leave was used and must be submitted to Payroll when donated PTO is used.

Donors cannot claim an expense, a tax deduction or a charitable contribution for any leave donated under the plan. All paid leave granted to the recipient employee is considered wages and is subject to appropriate tax withholding. Recipient employees will receive paid leave at his/her normal rate.

Management shall have the exclusive right to approve or deny the use of PTO under this provision, and any decision made relative thereto shall not be subject to the grievance procedure unless management acted arbitrarily or capriciously.

- 6.10 Compliance with Laws. It is the intent of the County that this policy complies with the Paid Medical Leave Act. (Public Act 338 of 2018 and Public Act 369 of 2018; MCL 408.961 *et. Seq.*). Any provisions of this policy that are in conflict with the Paid Medical Leave Act shall be superseded thereby.

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: November 15, 2005 (Section 6.2); April 25, 2006; November 20, 2018;
March 19, 2019; January 19, 2021; January 18, 2022

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 \$200 per calendar year for the cost of participation or membership in such activities unless the applicable CBA states otherwise. Proper documentation and verification must be provided as outlined in 7.1.

6.2 Eligibility and Restrictions. Programs, facilities, or activities must contribute to the employee's or retiree's 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

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: 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



Saginaw County, G-1174

Benefit Description	\$1,650 Deductible HSA Plan	
	In-Network	Out-of-Network
Benefit Year	January 1 through December 31	
Comprehensive Medical Benefit Deductible per Benefit Year	\$1,650/person \$3,300/family	\$3,300/person \$6,600/family
General Benefit Percentage	100% after deductible (0% coinsurance)	80% after deductible (20% coinsurance)
Total Maximum Out-of-Pocket per Benefit Year (Includes Deductible, Coinsurance, Medical Co-payments, and Prescription Drug Co-payments)	\$2,250/person \$4,500/family	\$4,500/person \$9,000/family
<p>Special Notes about the Comprehensive Medical Benefit:</p> <p>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.</p> <p>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.</p>		
Outpatient Physician Services (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
Routine Preventive Care Physician's Fee for an Examination Routine X-Rays and Lab Tests Flu Shots and Other Routine Immunizations Colonoscopies and Other Routine Services 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
<p>Special Notes about Routine Preventive Care:</p> <p>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).</p> <p>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.</p>		
Routine Immunizations Administered in a Pharmacy or at the Department of Community Health (Includes Injection Fee Charges)	100%; deductible waived	100%; deductible waived
<p>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.</p>		
Emergency Room Treatment 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
<p>Special Note about the Emergency Room Treatment Benefit: The Plan does not require certification for emergency services.</p>		

Benefit Description	\$1,650 Deductible HSA Plan	
	In-Network	Out-of-Network
Ambulance Transportation (Ground or Air)	100% after deductible	Paid as in-network
Certification Requirement	Certification is required for all inpatient hospital admissions, observational stays at the hospital, select surgical procedures, and certain outpatient services listed at the end of this summary	
Inpatient Hospital Services Room and Board, Surgical Services, and Ancillary Services	100% after deductible	80% after deductible
Inpatient Physician Services Hospital Visits, Surgical Procedures, and Anesthesiology	100% after deductible	80% after deductible
Obstetrical Care Delivery and Postnatal Care Prenatal Care Visits	100% after deductible 100%; deductible waived	80% after deductible 80% after deductible
<p>Special Notes about Obstetrical Care:</p> <p>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.</p> <p>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.</p>		
Transplant Services Bone Marrow, Kidney, Cornea, and Skin Transplant Services Other Organ Transplant Services	100% after deductible 100% after deductible	80% after deductible Paid as in-network
<p>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.</p>		
Obesity Treatment	Paid the same as any other illness; annual frequency limits and cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	
<p>Special Note about Obesity Surgical Treatment: The Plan will cover one surgery to treat obesity per covered person in a lifetime.</p>		
Outpatient Services Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Test Services	100% after deductible	80% after deductible
Allergy Services Injections, Serum, and Testing	100% after deductible	80% after deductible
Outpatient Infusion/Injection Therapy	100% after deductible	Paid as in-network
<p>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.</p>		
Chiropractic Care Spinal Manipulations, Therapy Treatments, a Physician's Fee for an Initial or Periodic Evaluation, and Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) <small>*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.</small>	100% after deductible	80% after deductible
Durable Medical Equipment, Prosthetics, and Orthotics	100% after deductible	Paid as in-network
Diabetic Supplies	100% after deductible	Paid as in-network
<p>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.</p>		
Outpatient Rehabilitative Services Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits Allowed per Covered Person per Benefit Year for Any and All Eligible Diagnoses/Conditions (In-Network and Out-of-Network Services Combined)	100% after deductible	80% after deductible

Benefit Description	\$1,650 Deductible HSA Plan	
	In-Network	Out-of-Network
<p>Autism Spectrum Disorder Services Outpatient Rehabilitative Services (Annual Frequency Limits May Apply; See Above Benefit for Details), Nutritional Counseling, and Other Medically Necessary Services (Including Mental Health Services) for Autism Spectrum Disorder</p> <p>Applied Behavior Analysis (ABA) Therapy</p>	<p>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</p> <p>100% after deductible</p>	<p>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</p> <p>80% after deductible</p>
<p>Behavioral Care (Includes Mental Health Care and Addictions Treatment) Inpatient/Partial Hospitalization Services</p> <p>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)</p> <p>Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service, including Telemedicine E-Visits</p> <p>Outpatient/Intensive Outpatient Addictions Treatment Services, including Telemedicine E-Visits</p>	<p>100% after deductible</p> <p>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</p> <p>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</p> <p>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</p>	<p>80% after deductible</p> <p>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</p> <p>Paid as in-network</p> <p>Paid as in-network</p>
<p>Diagnosis or Treatment of Underlying Cause of Infertility</p>	<p>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</p>	
<p>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.</p>		
<p>Convalescent Care and Home Health Care</p>	100% after deductible	Paid as in-network
<p>Private-Duty Nursing Care</p>	100% after deductible	Paid as in-network
<p>Hospice</p>	100% after deductible	Paid as in-network
Miscellaneous Plan Provisions		
<p>Services Requiring Certification:</p> <ol style="list-style-type: none"> Inpatient hospital confinements and observational stays 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) Durable medical equipment if the purchase price or forecasted total rental cost will be \$2,500 or more Home health care Custom-made orthotic or prosthetic appliances if the purchase price will be \$2,500 or more Oncology treatment Enteral and total parenteral nutrition therapy Outpatient infusion or injection of select products if the per-dosage cost will be \$2,000 or more per 30-day supply* <p>*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.</p> <p>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.</p> <p>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.</p>		
<p>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:</p> <ol style="list-style-type: none"> There is not access to a Qualified in-network provider located within a Reasonable Distance from the covered person's residence. It was not reasonable for the covered person to seek care from an in-network provider because of a medical emergency. 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. A covered person receives eligible treatment at an in-network facility and he or she had no choice over the physician that provides treatment. <p>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.</p> <p>Coordination with Other Coverage for Injuries Arising out of Automobile Accidents</p> <p>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.</p>		

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
<p>Prescription Drugs Drugs Purchased <u>Before</u> the In-Network Medical Deductible is Satisfied</p> <p>Drugs Purchased <u>After</u> the In-Network Medical Deductible is Satisfied</p> <ul style="list-style-type: none"> • 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) <p>Drugs Purchased <u>After</u> the In-Network Medical Total Maximum Out-of-Pocket is Satisfied</p>	<p>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.</p> <p style="text-align: right;">\$10/Rx Formulary Tier 1 drug, \$40/Rx Formulary Tier 2 drug, \$80/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p style="text-align: right;">\$20/Rx Formulary Tier 1 drug, \$80/Rx Formulary Tier 2 drug, \$160/Rx Formulary Tier 3 drug</p> <p>Specialty Prescription Drugs are eligible; contact the PBM to learn the co-payment that will be charged and other special terms that may apply</p> <p style="text-align: center;">Plan pays 100% of the purchase price; no co-payment applies</p>
<p>Special Notes about Prescription Drug Coverage:</p> <ol style="list-style-type: none"> 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 <u>plus</u> 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%
Deductible³		
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.	
<p>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.</p> <p>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.</p> <p>3. Applies to Type B and C services only.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>		

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.

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	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness Routine retinal screening 	\$10 Up to \$39	Every 24 months
ESSENTIAL MEDICAL EYE CARE	<ul style="list-style-type: none"> 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*	<ul style="list-style-type: none"> \$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	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 24 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> 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)	<ul style="list-style-type: none"> \$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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> Average of 15% off the regular price; discounts available at contracted facilities. 		
	Exclusive Member Extras for VSP Members <ul style="list-style-type: none"> 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](https://www.vsp.com) to find an in-network doctor.