

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**SAGINAW COUNTY**  
**AND**  
**POLICE OFFICERS ASSOCIATION OF MICHIGAN**  
**DEPUTIES – 312 ELIGIBLE UNIT**



**3/18/14 - 9/30/15**



Collective Bargaining Agreement

Between

**COUNTY OF SAGINAW, MICHIGAN**

**--- and ---**

**THE POLICE OFFICERS ASSOCIATION OF  
MICHIGAN**

**312 ELIGIBLE UNIT**

March 18, 2013 through September 30, 2015



## TABLE OF CONTENTS

Agreement.....	1
Preamble.....	1
Civil Rights .....	1
Article 1 Recognition - Employees Covered .....	1
Section 1.....	1
Section 2.....	1
Article 2 Management Rights .....	2
Section 1.....	2
Section 2.....	2
Article 3 Union Security and Dues Deduction.....	2
Section 1.....	2
Section 2.....	3
Article 4 Stewards and Alternate Stewards .....	4
Section 1.....	4
Section 2.....	4
Section 3.....	4
Section 4.....	4
Section 5.....	5
Article 5 Special Conferences .....	5
Section 1.....	5
Section 2.....	5
Section 3.....	5
Article 6 Grievance Procedure.....	6
Section 1 .....	6
Section 2.....	7
Section 3.....	7
Article 7 Discharge and Discipline .....	7
Section 1.....	7
Section 2.....	8
Section 3.....	8
Section 4.....	8
Section 5.....	8
Section 6.....	9
Section 7.....	9
Section 8.....	10



Article 8 Probation .....	10
Section 1.....	10
Section 2.....	10
Article 9 Seniority.....	10
Section 1.....	10
Section 2.....	11
Section 3.....	12
Section 4.....	12
Article 10 Promotions .....	12
Section 1.....	12
Section 2.....	13
Article 11 Leaves of Absence .....	14
Section 1.....	14
Section 2.....	14
Section 3.....	14
Section 4.....	15
Section 5.....	15
Section 6.....	15
Section 7.....	15
Section 8.....	15
Section 9.....	16
Section 10.....	16
Article 12 Hours of Work and Premium Pay .....	16
Section 1.....	16
Section 2.....	17
Section 3.....	17
Section 4.....	18
Article 13 Holidays.....	18
Section 1.....	18
Section 2.....	19
Section 3.....	19
Section 4.....	19
Section 5.....	19
Section 6.....	19
Section 7.....	19
Article 14 Paid Time Off.....	20
Section 1.....	20
Section 2.....	20
Section 3.....	20

Section 4.....	21
Section 5.....	22
Section 6.....	22
Section 7.....	23
Section 8.....	23
Section 9.....	23
Section 10.....	23
Section 11.....	23
Section 12.....	23
Section 13.....	23
Section 14.....	24
Section 15.....	24
Section 16.....	24
Article 15 Illness/Disability Leave .....	24
Section 1.....	24
Section 2.....	25
Section 3.....	25
Section 4.....	25
Section 5.....	25
Section 6.....	26
Section 7.....	26
Section 8.....	26
Section 9.....	26
Article 16 Longevity .....	27
Section 1.....	27
Article 17 Insurance.....	27
Section 1.....	27
Section 2.....	28
Section 3.....	29
Section 4.....	29
Section 5.....	32
Section 6.....	32
Section 7.....	32
Section 8.....	33
Section 9.....	33
Section 10.....	33
Section 11.....	34
Section 12.....	35
Section 13.....	35
Section 14.....	35
Section 15.....	35
Section 16.....	36
Section 17.....	36



Article 18 Layoff and Recall.....	37
Section 1.....	37
Section 2.....	37
Article 19 General.....	38
Section 1.....	38
Section 2.....	38
Section 3.....	38
Section 4.....	38
Section 5.....	38
Section 6.....	38
Section 7.....	39
Section 8.....	39
Section 9.....	39
Section 10.....	39
Section 11.....	39
Section 12.....	40
Section 13.....	40
Section 14.....	40
Section 15.....	40
Section 16.....	40
Section 17.....	40
Section 18.....	41
Section 19.....	41
Section 20.....	41
Section 21.....	41
Section 22.....	41
Section 23.....	42
Section 24.....	42
Section 25.....	42
Article 20 Clothing Allowance.....	42
Section 1.....	42
Section 2.....	42
Article 21 Workers' Compensation.....	43
Section 1.....	43
Section 2.....	43
Section 3.....	43
Article 22 Pension.....	43
Article 23 Maintenance of Standards.....	45
Article 24 Waiver Clause.....	45

Article 25 Funeral Leave.....	45
Article 26 Physical, Drug and Psychological Testing.....	46
Section 1.....	46
Section 2.....	47
Section 3.....	58
Article 27 Savings Clause.....	59
Article 28 Part Time Employment.....	59
Section 1.....	59
Article 29 Wages.....	60
Article 23 Termination of Agreement.....	61
Section 1.....	61
Section 2.....	61
Section 3.....	61

## AGREEMENT

THIS AGREEMENT, entered into on March 18, 2014, between the Board of Commissioners and the Sheriff for the County of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Police Officers Association of Michigan (POAM - 312 ELIGIBLE), hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

## PREAMBLE

THIS AGREEMENT, entered into by the Employer and the Union has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or any other protected class status as recognized by state or federal law, or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE 1 RECOGNITION -- EMPLOYEES COVERED

### Section 1.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all 312 ELIGIBLE full time Deputies of the Saginaw County Sheriff's Department, but excluding the Sheriff, Undersheriff, Captains, Lieutenants, Sergeants, Non-312 Eligible employees, and all other employees.

### Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union,

or activity required by this Agreement, nor will the Employer encourage or discourage membership in the Union or any other organization.

## ARTICLE 2 MANAGEMENT RIGHTS

### Section 1. Management Prerogatives.

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

### Section 2. Emergency Manager.

Pursuant to the Public Employment Relations Act, specifically, MCL 423.215(7), 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.

Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenges (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) Local Financial Stability and Choice Act, being PA 436 of 2012, or (3) any action of an emergency financial manager which acts to reject, modify, or terminate this Agreement.

## ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

### Section 1.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or

discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union Membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

## Section 2.

During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union. Remittance of the dues shall be made by means of electronic transfer or other electronic or automated means.

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments should commence thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct by the Employer for the purpose of complying with Section 1 and 2 of this Article. Monthly agency fees shall be deducted in equal payments twice each month.

ARTICLE 4  
STEWARDS AND ALTERNATE STEWARDS

Section 1.

Union employees on each shift shall elect a steward who is a regular employee working on that shift to represent them. Union employees on each shift may also elect an alternate steward, who is a regular employee working on that shift to represent them in the absence of the steward.

Section 2.

The steward, or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor shall grant permission within the shift of occurrence for the steward to leave his work for these purposes subject to necessary emergency exceptions. Contact by telephone may be used when convenient and agreed to by mutual consent. The privilege of the steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Employee abusing such time may be subject to disciplinary action. The Sheriff may request to have time spent on grievances and other procedural union matters documented.

The steward and alternate steward will be required to record time spent on a form provided by management. All such stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3.

The Union will furnish, in writing, to the Employer the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

Section 4.

In addition to the above stewards, employees in the POAM (312 Eligible) bargaining unit may be represented by one (1) of the members of the Local Executive Board who is elected by the membership and will have the necessary time to act in his Union capacity without loss of pay where in so acting he loses time from his regular schedule of work. He will serve in all special conferences and will handle grievances. He shall request permission of his immediate

supervisor when leaving his work area and such permission shall be granted to attend meetings in accordance with the above provisions. This time will not be abused.

#### Section 5. Union Leave Days.

The Employer shall allow two (2) representatives of the Union to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leaves granted shall not exceed fifteen (15) work days total in any calendar year and four work days with pay shall be granted to the union to be divided among its members. The balance shall be without pay.

The Executive Board of the Union shall, at least ten (10) days prior to such conference or seminar submit notice to the Sheriff certifying the name of such representative and indicating the topic of the conference; the starting date and termination date for the respective leave days noted above.

### ARTICLE 5 SPECIAL CONFERENCES

#### Section 1.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his designated representative upon the request of either party.

#### Section 2.

Such meetings shall be between not more than five (5) representatives of the Employer and not more than five (5) representatives of the Local Union, however, a maximum of three shall be compensated by the employer, of those employees scheduled to work. Conferences shall be held during the normal work day. The members of the Union shall not lose pay for the time lost in such special conferences. Union members must notify their Division Commander at least two (2) working days prior to the scheduled meeting of their attendance.

#### Section 3.

Special conferences shall be scheduled within ten (10) days after the request is made unless otherwise agreed.

ARTICLE 6  
GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that a grievance is any dispute, controversy, or difference between the parties to this agreement on any issue with respect to or concerning the interpretation or application of this agreement or any terms or provisions thereof.

Step 1.

Any employee having a complaint in connection with his employment shall present it to the employer within ten (10) calendar days of the incident or the employee having knowledge of the incident, with the following understanding:

- a. Before initiating a grievance the employee must first discuss the matter orally with his immediate supervisor or the supervisor's designee.

Step 2.

If the complaint is not resolved in this manner, the complaint shall be reduced to writing on the regular grievance form provided by the local union, signed by the employee, and presented to the Sheriff or Undersheriff within fifteen (15) calendar days of the alleged incident or the employee's knowledge of the incident giving rise to the grievance.

The Sheriff and/or Undersheriff shall have ten (10) calendar days after receipt of the grievance to answer the grievance.

Step 3.

If the grievance is not settled the union shall, within ten (10) calendar days after receiving the Sheriff's/Undersheriff's answer, request in writing a meeting which shall be set at a mutually agreeable time and place, between union representatives and the Sheriff and/or Undersheriff and/or a designee(s) to review the matter. The grievant shall be present at this meeting.

- a. Such meeting will normally be held within thirty (30) days after the date of the written request and the sheriff will render his decision within ten (10) calendar days of the meeting.
- b. The Sheriff and the Union may by mutual agreement extend the time limits of the grievance procedure.



## Section 2. Arbitration.

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. The submission is to be made within thirty (30) days after receipt of the last step answer, during which time the Employer and Union have the option to choose an impartial arbitrator by mutual agreement. Each grievance submitted to arbitration shall be submitted to either the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) in accordance with their voluntary rules and regulations then obtaining, within the time specified above. Such rules shall govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties but the fees and wages of representatives other than bargaining unit employees, shall be borne by the party incurring them.

## Section 3. Time Limitations.

If the time limit is not met, by either party, then the grievance is settled in favor of the non-defaulting party.

# ARTICLE 7 DISCHARGE AND DISCIPLINE

## Section 1. Notice of Possible Discipline

1. The employer shall not discharge, suspend, or discipline any employee except for just cause.

2. Before any disciplinary action is taken against an employee, he/she shall be given a written notice of the alleged charge(s). Such notice shall be presented to employee within 90 calendar days of the Sheriff having knowledge of an incident. The Sheriff may, at the Sheriff's sole discretion, extend this 90 day period with one 30 calendar day extension, upon written notice to the union. A Notice of Possible Discipline will be forwarded to the employee and the union. The employee shall have fourteen (14) calendar days to respond in writing and state his position and offer any evidence immediately available. This response shall be presented to the Sheriff, Undersheriff or their designee.

3. Once the employee has had the opportunity to respond, the Sheriff will have thirty (30) calendar days, from the date the employee responds, to determine if there is just cause for discipline.

4. In the alternative to a written reprimand or other discipline, the Sheriff or his designee may choose to meet with an employee for the purpose of job counseling. Written documentation of any job counseling sessions shall be acknowledged by the employee through signing a job counseling form or memo, but such documentation shall not be entered in an employee's personnel file. Job counseling sessions and documentation shall not be subject to the grievance process.

## Section 2. Representation

1. After a charge or complaint has been formally made, the employee shall be advised of his/her right to union representation at all stages of contact in the disciplinary process. This notification will be made on the printed Notice of Possible Discipline form.

2. Employees may exercise this right by requesting any one of the following: their Steward or an alternate steward, member of the Executive Board, union representative, or union attorney.

3. In the event an employee requests the presence of a personal attorney, a union representative may also be present.

## Section 3. Specific Charges

1. The Notice of Possible Discipline shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

## Section 4. Past Infractions Involving Suspensions

1. In considering any discipline against an employee, the employer will not base a decision on any prior infractions of county or department rules or regulations which resulted in suspension and which occurred more than two (2) years previously, unless directly related to the current charge, and then, not more than three years.

## Section 5. Notification of Discharge, Suspension, or Discipline

1. If the employer determines that there is just cause to discharge or suspend an employee, the notice of discharge or suspension shall be put in writing and delivered to the employee and a member of the Executive Board within five (5) calendar days, excluding weekends and holidays.

Letters of Reprimand must be delivered within 5 calendar days excluding weekends and holidays. The Sheriff shall use due diligence in serving all notices

pursuant to this section, however, if after using due diligence he is unable to deliver notice, the requirements of this Section shall be considered met.

2. The employee shall sign the notice of suspension and/or discharge, or the letter of reprimand as evidence of receipt only. The Sheriff shall use due diligence in attempting to obtain employee signature, however, if after using due diligence he is unable to obtain signature, the requirements of this Section shall be considered met.

#### Section 6. Clearance of Past Infractions

1. Written reprimands shall be removed from the employee's file one year from the date issued. This shall not apply to notices of suspension.

2. This also shall not apply if the employee is subsequently charged with a similar violation within one year of the date of issuance of the original reprimand.

#### Section 7. Employee Reassignment

##### 1. Reassignment Status

If any employee is involved in an incident which results in the death or serious injury of another person while on duty, the employee may, at the employer's discretion, be reassigned to the Sheriff's Office (reassignment status) for a period of three (3) days. The employee's inactive status may be extended for medical reasons.

The employee must make him/herself available for investigative purposes while on reassignment status.

While on reassignment status, the employee shall receive full pay and benefits.

##### 2. Relieved of Duty/Suspended Without Pay

In the event an employee is relieved of duty or suspended without pay, he/she shall be taken off the payroll and may be required to turn in his/her departmental equipment.

Employees may be relieved of duty or suspended without pay while awaiting adjudication in a criminal trial depending on the nature of the charges.

In the event that an employee on relieved of duty status is exonerated of the charges which led to the employee being relieved of duty, he shall be reinstated to his prior position with no loss of pay.

Relieved of duty status shall not exceed thirty (30) days except where criminal prosecution is authorized by a government attorney.

Section 8. Continuance of Benefits.

If a member is suspended for disciplinary reasons, he shall not be entitled to his pay; however, he shall receive all other County benefits until such time as official action taken results in termination.

ARTICLE 8  
PROBATION

Section 1.

New employees hired in the unit on a full time basis shall be considered as probationary employees for one year of their employment. When an employee finishes the probationary period, by accumulating twelve (12) months of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day twelve (12) months prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

Section 2.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article 1 of this Agreement, however, employees who are being discharged and/or disciplined, for other than union activity shall not be represented by the Union.

ARTICLE 9  
SENIORITY

Section 1.

Seniority shall be on a bargaining unit wide basis in accordance with the employee's date of entry into the POAM 312 Eligible bargaining unit.

a.) Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.

b.) The seniority list will show the names and job titles of all employees of the unit entitled to seniority.

c.) The Employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up to date copies at least every six (6) months or upon request.

## Section 2.

An employee shall lose his seniority for the following reasons only:

a.) He quits, retires or receives a pension under Saginaw County.

b.) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

c.) He is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases, exceptions may be made upon the employee producing convincing proof of his inability to give such notice. After such absence the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and is no longer in the employ of the County.

d.) If he does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after lay off, as to the date when he will return, which must be within two (2) weeks after the delivery of such notice to his last known address, the employee will be considered to have voluntarily quit. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.

e.) Return from sick leave and leaves of absence will be treated the same as (c) above.

f.) If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority. However, in no event will employees laid off for a continuous period in excess of two (2) years retain their seniority.

g.) Absence due to a compensable disability incurred during the course of employment shall not break continuous service, unless the claim has been concluded and the employee has not returned to work within three (3) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.

h.) Transfer out the bargaining unit for a cumulative period of ninety (90) days, except however, any employee who, without a break in service, accepts a position in the Sheriff's Department outside the bargaining unit, may be returned to the bargaining unit any time after ninety days absence from the bargaining unit with bargaining unit seniority reestablished at the level earned through the last

day in the bargaining unit prior to acceptance of the non-bargaining unit position. This provision applies to any employee transferred or promoted to a non-bargaining unit position in the Sheriff's Department any time prior to or after the effective date of this Agreement. Note applicable to members entering this bargaining unit from the subordinate non-312 unit: Members of the subordinate non-312 bargaining unit (e.g. corrections officers) who have transferred into this bargaining unit (subordinate 312 eligible) and have remained for 365 days or more may not return to the non-312 unit with bargaining unit seniority re-established. This provision applies to any member of the subordinate non-312 unit who has transferred to the subordinate 312 unit prior to or after the effective date of this Agreement.

For purposes of this section it is the employee's obligation to notify the employer of his/her current and complete address.

### Section 3.

A person employed by the county in any capacity outside of the Sheriff Department, who without a break in county service, is hired into a position within this bargaining unit, shall be subject to the same terms and conditions as any other new hire, except that his/her length of service with the county shall be credited for purposes of vacation, longevity, health insurance, and retirement only.

### Section 4.

For the first twelve months from the date of assignment to a supervisory position within the Sheriff's Department, an employee may upon request voluntarily return to the bargaining unit in line with his accumulated seniority.

## ARTICLE 10 PROMOTIONS

### Section 1.

New hires to the Bargaining Unit shall be on probation for a period of one (1) year beginning the first day assigned to the new position.

All new employees to the County of Saginaw, once appointed to a full time deputy position, shall begin their service at step one, and move through the salary schedule on the anniversary date of their appointment to the full time deputy position. No employees shall obtain a step higher than their longevity in the full time deputy position reflects.

All new employees promoted into a deputy position from other County employment, shall be placed in the step on the deputy pay scale which represents the compensation level which is at least five percent (5%) higher than

their compensation immediately prior to promotion. Their anniversary or step date shall be adjusted to the date of promotion.

## Section 2.

Unit II vacancies determined by the Sheriff to be filled from among 312 Eligible Unit I personnel shall be posted to allow eligible employees to express their desire for promotion in writing to the Sheriff. All postings shall be placed in area(s) of high personnel frequency for a minimum of seven (7) calendar days. In the alternative, the Employer may personally notify all individuals who may qualify for the specific promotion.

To be considered for promotion to Correction Sergeant the individual must:

- a: Be Non-probationary.
- b: Have 5 years of full time experience with the Saginaw County Sheriff Department.

To be considered for promotion to Law Enforcement Sergeant, the individual must:

- a: Be currently in the Deputy Pay Grade
- b: Have 5 years of Law Enforcement Experience with the SCSD.
- c: Be non-probationary.

## Evaluation Process

### Phase One:

A custom written test, which may include in basket exam based on:

- 1. The job description of Sergeant.
- 2. Department specific procedures and specific information such as Policies and Procedures, rules, regulations, and other departmental information and supervisory operating practices.

To advance to Phase Two, candidates must obtain a minimum passing score of 70% in Phase One. Results of this testing will be openly shared with the pertinent union board and will be posted in the Sheriff's Office for seven (7) calendar days to observe their ranking and ask questions of the Sheriff or his designee. To ensure fairness and objectivity of the promotion process, the Department will contract with an independent outside organization or firm to prepare the tests and conduct the exams.

### Phase Two: Oral Board.

To be placed on the promotion list, candidates must obtain a 70% score on the oral board examination. To ensure fairness and objectivity of the promotion process, the Department will contract with an outside

organization or firm to prepare and conduct the oral board. The oral board will consist of a structured Oral Board composed of members designated by the independent outside organization. The results of the Oral Board will be openly shared with the pertinent union and used to form the promotion list.

The effective time limit for the promotion list will be two (2) years from the date of the last test or until the list is exhausted. The candidates scoring 70% or higher will have their score combined with their Phase One score to determine the ranking. The Sheriff will have the pick of the top scoring five (5) candidates from the promotion process. If the list is exhausted prior to expiration, a new test process will be conducted. Candidates who did not obtain placement in the top five (5) ranking will not move up on the list as personnel are promoted.

In the event of a tie, seniority will break that tie. If this does not break the tie the following manner will be used:

First tie-breaker: Highest score in Phase Two

Second tie-breaker: Highest score in Phase One

## ARTICLE 11 LEAVES OF ABSENCE

### Section 1.

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who require time off from their employment. Employees shall be required to utilize PTO available to them while on a leave of absence. The employee may elect to maintain a maximum balance of no more than forty (40) PTO hours in his/her bank throughout the leave of absence, if requested and granted by the Sheriff, prior to approval of the leave of absence. All employee benefits shall remain in effect as long as PTO is being utilized by the employee.

### Section 2.

Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires.

### Section 3.

Authorization or denial for a leave of absence request shall be the decision of the Sheriff and shall be furnished to the employee by the Employer, and it shall be in writing. Such decisions shall not be arbitrary and capricious.



#### Section 4.

An employee on an approved leave of absence will continue to accumulate seniority during the leave. The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of an unpaid personal leave of absence. After said thirty (30) day period the employee, if he chooses, shall make arrangements with the Employer, for continuation and payment of said benefits.

#### Section 5.

Further extension beyond the return date designated may be granted after thorough investigation and upon finding that extension of time is necessary and just.

#### Section 6. 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 afforded non-union employees pursuant to Saginaw County Board of Commissioners Leave of Absence Policy No. 363, as amended on October 25, 2005.

#### Section 7.

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

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

#### Section 8.

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

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

#### Section 9.

An employee wishing to further his education in criminal justice may be granted educational leave for a maximum of two (2) years without pay. This leave may be extended by mutual agreement. Employees shall not accumulate benefits or seniority while on such leaves of absence.

Pursuant to Section 9, above, if educational leave is granted by the Employer, the employee's fringe benefits will discontinue pursuant to Section 4, above. However, if the employee agrees to work at least twenty-four (24) hours per pay period during his/her educational leave, health insurance, dental insurance and life insurance shall continue throughout the leave, at the Employer's expense, with the employee paying appropriate co-pays, pursuant to this Agreement.

#### Section 10. Family and Medical Leave.

Policy shall be in accordance with County Policy No. 364, as amended on January 20, 2009, subject to law.

### ARTICLE 12 HOURS OF WORK AND PREMIUM PAY

#### Section 1.

The normal work day shall consist of eight (8) continuous hours per day inclusive of a paid meal period as determined by the Employer. Designated employees may be scheduled eight (8) hours exclusive of a meal period.

For Sub Station Road Patrol, 12 hour work days will apply. Working days shall be 2 on 2 off, 3 on 2 off, 2 on 3 off. A floating day off shall be incorporated into the schedule once every 28 days to address accumulated compensatory hours (If the accumulated compensatory hours do not warrant an entire day off, than leave time granted will be equivalent to the hours owed).

Holiday pay for those working 12 hour shifts shall remain at 8 hours holiday pay (Current contract has 13 holidays or 104 holiday hours). All hours worked at holiday premium shall be paid at the rate of 1.5 times regular rate.

Time and one-half (1 1/2) will be granted under any of the following conditions:

a.) Daily:

All work performed in excess of the regular assigned and approved shift as long as the regular assigned shift is at least eight (8) hours per day.

b.) Periodically:

All work performed in excess of eighty (80) hours in any bi-weekly pay period. Hours are defined as hours actually worked. There shall be no pyramiding of overtime.

c.) Compensatory time off in lieu of payment for overtime hours worked (up to eighty-four hours) may be granted by employee request and approval by the Sheriff or designee.

Compensatory time off is at the Sheriff's sole discretion and if granted must be scheduled within sixty (60) days from the date earned.

Compensatory time will be given to those assigned to 12 hour shifts to accommodate working 84 hours (seven 12 hour days) in a normal pay period in a month.

Compensatory and PTO time may be used to bring bi-weekly pay to a regular 80 hour work week for those assigned to training sessions.

## Section 2.

The Employer shall continue bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

## Section 3.

After shift assignments have been made, employees may be allowed to trade shifts upon making a written request to the Sheriff. The request shall state the reasons for the trade, length of time, shifts involved, and shall be signed by both employees. The Sheriff shall consider such requests and shall grant those changes that in his view are reasonable and not detrimental to the operation of the department. The Sheriff's decision shall not be arbitrary or capricious. The Sheriff's approval of the shift change shall constitute an official change of the work schedule.

#### Section 4.

The Sheriff will provide to the union on or before January 2 of each year a table of organization by division and or work station. The union shall distribute this table for shift preference and return to the Sheriff on or before January 10. The Sheriff will use this table to determine work assignments and PTO leaves.

In the event a vacancy should occur, the union shall again circulate the staffing table for the purpose of shift assignment until all affected members shall have restated their preference. Table circulation shall occur within seven calendar days. If an employee is on approved leave during table recirculation and unable to review the table, it is assumed that the same assignment will be given where possible.

Seniority shall prevail, except when in the Sheriff's judgment it is necessary to assign or reassign shifts or deny shift choice for reasons(s) of reorganization, improved efficiency and to prevent one shift from becoming top heavy with low seniority employees.

### ARTICLE 13 HOLIDAYS

#### Section 1.

The following days shall be designated and observed as paid holidays effective upon ratification of the Agreement:

- 1.) New Year's Day, January 1
- 2.) Martin Luther King, Jr.'s Birthday, 3rd Monday, January
- 3.) Presidents' Day, 3rd Monday, February
- 4.) Good Friday
- 5.) Memorial Day, last Monday in May
- 6.) Independence Day, July 4
- 7.) Labor Day, 1st Monday, September
- 8.) Veterans' Day, November 11
- 9.) Thanksgiving Day, 4th Thursday, November
- 10.) Day after Thanksgiving
- 11.) December 24, Christmas Eve Day
- 12.) Christmas Day
- 13.) December 31, New Year's Eve Day

The total Holiday Pay for the year is limited to 104 hours and will be paid at straight pay as the holidays occur in 8 hour increments as appropriate.

## Section 2.

In view of the nature of their duties and the priority need for law enforcement in times of emergency or natural disaster, bargaining unit personnel will make every reasonable effort to report to work when required.

## Section 3.

Employees must work their scheduled day/shift in its entirety before and their scheduled day/shift in its entirety after a holiday or be on authorized paid leave (excluding worker's compensation and disability leaves) in order to be paid for the holiday.

## Section 4.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, excluding Christmas and New Year's Day, the previous Friday will be recognized as a holiday.

If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before. However, employees assigned to seven (7) day operations will celebrate the actual day of the holiday. Holiday hours shall be midnight to midnight.

## Section 5.

All eligible employees shall be paid eight (8) hours at their current hourly rate of pay as holiday pay.

## Section 6.

Employees who are required to work on a holiday shall receive in addition to the holiday pay, holiday premium pay at time and one-half (1 1/2) for all hours worked.

## Section 7.

The Sheriff may grant an employee upon request an unpaid and uncharged vacation day on a holiday, provided, however, the employee shall be paid holiday pay.

ARTICLE 14  
PAID TIME OFF

Section 1.

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

Employees with more than 6 months and less than three (3) years of service shall accrue PTO in the amount of 136 hours per year. Probationary employees are not eligible for PTO and accrued PTO is not credited or useable until completion of 6 months of service.

Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 152 hours per year.

Employees with five (5) but less than ten (10) years of service shall accrue PTO in the amount of 168 hours per year.

Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 184 hours per year.

Employees with fifteen (15) but less than twenty (20) years of service shall accrue vacation in the amount of 200 hours per year.

Employees with twenty (20) years or more of service shall accrue PTO in the amount of 216 hours per year.

Section 2.

Accumulation of PTO hours shall be limited to 700 hours and the amount carried forward into a new fiscal year shall be limited by this number. Employees shall be limited to the number of PTO hours in their bank as of the date of this Agreement and shall be allowed to carry said amount until September 30, 2015, at which time the maximum amount allowed to be accumulated shall be limited to 700 hours.

Section 3.

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

Compensation for unused PTO will be paid at the rate prevailing on the employee's last working day.

#### Section 4.

Discretionary PTO time (non-documented illness) use must be scheduled in advance. Annual PTO use for purposes other than documented disability or illness is limited to twice the amount of time that can be accrued in a year.

Bargaining unit employees may bid for PTO/vacations on a seniority basis beginning each January 10th and ending on each January 25th.

##### A. "Locked-in Vacations"

1. Employees shall list each of their PTO/vacation requests in the order of preference.
2. Each employee may be granted up to two (2) PTO/vacation periods of at least twenty-four (24) continuous work hours in length if requests are submitted during this period.
3. Employees should submit sufficient requests for PTO/vacations to allow for their request being bumped because of the employee's position on the seniority list.
4. Employees will be allowed to see the vacation calendar to determine if their requests for "lock-in" vacations were granted.
5. If the minimum standards listed in Paragraph E below are met, the PTO/vacation request shall be granted.

##### B. "Reserved PTO/Vacations"

1. After each January 25th, employees may request two "reserved" PTO/vacation times on a first come, first served basis.
2. Requests for "reserved" PTO/vacations must be for a period of at least twenty-four (24) continuous work hours in length.
3. Any PTO/vacation requests will be considered reserved if conditions specified in B.1 & B.2 are met and if applied for at least thirty (30) days prior to the dates of the requested PTO/vacation.

##### C. "Short Notice PTO/Vacations"

1. Any other PTO/vacation request of any duration must be requested at least forty-eight (48) hours prior to the date desired.

2. These short notice requests may or may not be granted depending on available staffing, locked-in and reserved PTO/vacations, and accumulated compensatory days already granted.

D. "Emergency and Non-emergency PTO/Vacations"

1. Requests for PTO/vacation time may be made with less than forty-eight (48) hours notice for bona fide emergencies. Efforts will be made to accommodate these bona fide emergency requests.

2. Requests for PTO/vacation with less than forty-eight (48) hours notice will be granted on a discretionary basis. Denial of leave under this clause is not subject to the grievance process.

E. Minimum personnel considerations for approval of PTO/vacation by division shall be as follows:

1. Law Enforcement Division:

a. Patrol - Patrol will be permitted to have a minimum of two (2) persons on PTO/vacation at a time. Consideration will also be given to shortages caused by those on accumulated compensatory days.

b. Investigation - Investigators' vacation requests will be approved consistent with adequate staffing needs.

F. Voluntary Transfers

Any employee requesting or accepting a transfer to another position after PTO/vacations have been approved may not be able to take a lock-in PTO/vacation granted under the employee's previous assignment.

Section 5.

PTO pay will be paid at the current rate of the employee at the time the time is used or paid, in the event of severance payment. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans. PTO compensation will be used in computing final average compensation.

Section 6.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his scheduled PTO, his discretionary PTO for the number of days documented as ill may be rescheduled with concurrence of the Sheriff. Evidence of illness may be required by the Employer.



#### Section 7.

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

#### Section 8.

When a holiday observed by the Employer falls during an employee's scheduled PTO, the holiday will be allowed and the PTO leave will be extended accordingly by request prior to taking vacation.

#### Section 9.

In the event an employee is called back to work from Vacation, s/he shall be compensated as follows:

- 1.) If the employee is required to terminate his vacation by the Employer, he shall be credited with such time beginning with the day notification is received by the employee.
- 2.) By paying s/he time and one-half (1 1/2) his regular pay for hours worked during the scheduled PTO period.

#### Section 10.

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO during absence due to sickness or injury. PTO time will not accrue during absence due to Workers Compensation or Paid Disability Leave after the first 90 days of a workers compensation or disability leave.

#### Section 11.

Employees shall be permitted to schedule their PTO in conjunction with their pass day.

#### Section 12.

PTO Time will be used by the hour.

#### Section 13.

Members may donate PTO to support fellow employees in personal or family situations.

Section 14.

Except as otherwise granted in this section, and subject to FMLA Leave as provided in Article 11, Section 10, and as otherwise provided by law, absence when an employee's PTO bank has been exhausted shall not be approved without written permission from the Sheriff or his designee.

Section 15.

For "Locked-In" or "Reserved" PTO Vacations, once PTO has been requested and granted, the employee shall be required to take the PTO hours during the time scheduled, unless written permission to the contrary, has been received from their division commander.

For "Short Notice" PTO Vacations, the employee shall be required to take the PTO during the time requested and granted, unless 72 hours written notice has been received by their division commander or the commander's designee.

Section 16.

For the duration of this Agreement only, bargaining unit employees shall be allowed to take one paid floating personal day (considered as one shift), which is subject to all of the following conditions: 1) one floating personal day can be used prior to September 30, 2014 and one floating personal day can be used between October 1, 2014 and September 30, 2015; 2) if the floating personal day is not requested and used within its requisite time period, the floating personal day will be lost (not carried over) without compensation; 3) the floating personal day cannot be "cashed in" and is not compensable unless used; 4) the floating personal day is not PTO and shall not be counted or accrued as PTO; 5) the floating personal day cannot result in departmental overtime; 6) the floating personal day(s) must be requested for and approved by the appropriate supervisor pursuant to similar procedures applicable to PTO. This Section shall expire at 11:59 pm on September 30, 2015.

ARTICLE 15  
ILLNESS / DISABILITY LEAVE

Section 1.

Regular full-time employees with one (1) year or more of service shall be eligible for Disability Pay subject to the following condition. An employee unable to work for reason(s) of serious illness or a non-work related injury shall be paid sixty percent (60%) of his/her basic weekly gross wage for twelve (12) months or the employee's department seniority whichever is less, payable biweekly beginning the fifteenth day of disability. Absence due to recurrence of the same illness or injury shall be paid accordingly, except however, no more than

the period described shall be paid for the same illness or injury. Only one waiting period described (15 calendar days) shall be required for the same illness or injury. The compensation for disability benefits, as set forth in this section, shall not increase because of an employee's assignment to a "light duty" assignment.

#### Section 2.

During the period of disability coverage, Health and Dental insurance shall continue with the normal premium participation levels remaining in effect.

#### Section 3.

Under no circumstances will an employee be eligible for benefits described above except by Employer approved medical disability. Benefits will not be paid unless the employee submits the attending physician's certificate of disability on the proper County of Saginaw form stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the Employer retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary at the Employer's expense. In the event the employee's doctor and the doctor retained by the County disagree, a third physician's opinion shall be obtained on appointment by the Saginaw County Medical Society. The third doctor's fee shall be paid by the County.

#### Section 4.

Disability payments shall terminate when the employee returns to regular work except in the case of a light duty assignment, if directed by medical authority and approved by the Employer; when the treating physician's statement of disability expires and an extension is not provided; when the employee retires under M.E.R.S. as a result of disability or normal service retirement, or after twelve months pursuant to Section 2, above. If disability benefits are exhausted and the employee cannot return to work, 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.

#### Section 5.

Banked PTO days may be used to supplement long-term disability pay to 100% of the regular salary.

Section 6.

Disability payments described herein shall be offset by any Social Security disability payment due or received by the employee.

An employee determined permanently disabled 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 Employer for any period paid by Social Security shall be repaid by the employee to the Employer.

Section 7.

All payroll deductions in effect immediately prior to disability will be deducted from Disability payments.

Section 8.

Disability leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the Sheriff.

Section 9.

Light Duty:

All employees who may become unable to perform their normal job description duties due to medical restrictions associated with non-work related injuries or illnesses shall be assessed for "light duty". If a light duty position is available, and if the employee accepts a light duty position, the following provisions shall apply.

If the employee accepts light duty work, the County of Saginaw will assign light duty jobs after review of medical evidence of restrictions. These light duty jobs 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 light duty job assignments will be made consistent with the medical restrictions associated with the employee's medical condition.

Placement and performance in a light duty job will not entitle the employee to additional pay beyond the compensation as allowed in Section 2 of this Article. It is understood that the purpose of placement into a light duty job is not to

provide for additional compensation, but rather, encourage all employees to return to work as soon as possible.

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

The Police Officers Association Of Michigan, Unit I (312 Eligible), hereby agrees that individuals who may not be employees of the Saginaw County Sheriff Department, or members of their bargaining unit, may be assigned to light duty jobs within their departments. Further, the Union agrees and understands that these assignments shall not be permanent assignments.

## ARTICLE 16 LONGEVITY

### Section 1.

After five (5) years of service, longevity will be paid at the rate of \$100.00 per year of service. Current Regular Full-Time Employees hired before September 18, 2007 who have completed five or more years of continuous service as of December 1st of each year shall be entitled to longevity pay. Longevity pay shall be based on length of continuous service as of December 1st of each year and shall be paid on or after December 1st of each year. Regular Full-Time Employees hired on or after September 18, 2007 are not eligible for nor shall they receive longevity pay.

## ARTICLE 17 INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to September 18, 2007; and NEW EMPLOYEES are defined as bargaining unit members who are hired after September 18, 2007.

### Section 1. Health Insurance for Current Employees:

The County shall pay a portion of the group premium, subject to employee co-pays and PA 152 of 2011 (PA 152) requirements provided in this Article for health insurance for current regular full-time employees and their authorized dependents as defined by the insurance carrier.

The coverage provided will be under the Blue Cross/Blue Shield of Michigan Community Blue #1 (CB1) plan or Community Blue 8 (CB8) plan, with corresponding costs and co-pays as provided in this Article. The County reserves the right to change carriers by providing comparable coverage with a

carrier for reasons of cost or service. Current Employees may also be offered additional health insurance plans at the sole option of the Employer, which may be chosen during open enrollment.

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

Benefits and coverage for CB1 and CB8 are summarized in the attached benefit grids.

#### Health Insurance for New Employees:

The County shall pay the group premium except as otherwise provided in this Article for health insurance for new regular full-time employees and their authorized dependents as defined by the insurance carrier effective the first day of the month following sixty (60) days of completed full-time service. In no event shall the waiting period extend beyond what is required by law.

The coverage provided will be under the CB8 plan, subject to costs and/or co-pays as provided in this Article. The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service. New Employees may also be offered additional health insurance plans at the sole option of the Employer, which may be chosen during open enrollment. During open enrollment NEW EMPLOYEES may elect to purchase, or "buy up" to CB1 or another plan offered at the sole option of the Employer at a cost equal to the actual difference plus any administrative expenses, as determined exclusively by the County Controller's Office, between CB8 and the coverage elected by the NEW EMPLOYEE. All costs associated with a NEW EMPLOYEE'S election to purchase a plan other than CB8 shall be borne exclusively by the affected NEW EMPLOYEE and the County shall incur no costs or expenses whatsoever related to any NEW EMPLOYEE'S election to choose a plan other than CB8.

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

#### Section 2. Coverage Relative to Work Related Injuries or Death.

For both CURRENT EMPLOYEES and NEW EMPLOYEES, the County shall continue to pay the premium (subject to co-pay and PA 152 requirements as provided in this Article) for such insurance for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee killed or fatally injured as a

result of an occurrence arising out of the employee's employment while the employee is actually on duty.

### Section 3. Option To Health Insurance Coverage:

An employee who is eligible to receive or presently enrolled in a County Health Insurance plan may choose to receive one hundred, fifty dollars (\$150.00) per month in lieu of such insurance coverage, provided however, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, must not be covered as a dependent of a County employee.

If an employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.) the employee may reenter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the Employer in a timely manner, or for any other reason not directly attributable to the Employer, the Employer shall in no way be held liable for health coverage during such lapse. For Retiree Health Insurance Offset, see Section #4.

### Section 4 Retiree Health Insurance for Current Employees

To be eligible for retiree health care, a retiree must satisfy both the age and service requirements associated with retirement under the MERS Defined Benefit plan, even if they are members of and retiring under the Employer's Defined Contribution plan.

A current employee hired before January 1, 1999, and his/her spouse at time of retirement, shall be eligible for dual (employee and spouse) health insurance coverage at a rate established by the number of years of County service listed in the tables below, provided proper application is made prior to retirement and the employee and/or their spouse is a member of the Plan on the day of retirement and agrees to participate in the employee's share program outlined in the tables below.

A current employee hired on or after January 1, 1999, shall be eligible for single (employee only) health insurance coverage at a rate established by the number of years of County service listed in the tables below provided proper application is made prior to retirement and the employee is a member of the Plan on the day of retirement and agrees to participate in the employee's share program outlined in the tables below. Employees hired before October 1, 2001, may purchase insurance for non-covered eligible dependents at group rates, at their option. Employees hired after October 1, 2001 may not purchase insurance for non-covered dependents.

Employees who retire before January 1, 2014 and who are eligible for and elect to receive health insurance coverage, shall be required to pay a percentage of premiums for said coverage, as indicated in TABLE A below. Payment shall be in accordance with the number of years of service actually worked for Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the County Defined Pension Benefit through MERS, even if he/she is a member of the DC Plan.

**TABLE A**

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

Employees who retire on or after January 1, 2014 and who are eligible for and elect to receive health insurance coverage, shall be required to pay a percentage of premiums for said coverage, as indicated in TABLE B below. Payment shall be in accordance with the number of years of service actually worked for the Employer regardless of the total number of credited years of service held by the employee for the purpose of calculating the Employer Defined Benefit Pension through MERS, even if he/she is a member of the Defined Contribution Plan.

**TABLE B**

Continuous Full Time Years of Service Actually Worked	Employer Pays	Employee Pays
6	10%	90%



7	15%	85%
8	20%	80%
9	25%	75%
10	30%	70%
11	35%	65%
12	40%	60%
13	45%	55%
14	50%	50%
15	55%	45%
16	60%	40%
17	65%	35%
18	70%	30%
19	75%	25%
20 & Over	80%	20%

All retirees shall continue with the current health insurance plan in which they are enrolled at the time of retirement (CB1 or CB8; employees cannot retire with a plan that is offered at the sole option of the Employer). They shall not have any opportunity to convert to any other plan. The members understand that their plan most likely will cost them additional out of pocket costs if they choose to live anywhere other than Saginaw County during their retirement. Upon becoming eligible for Medicare, the subscriber and his/her dependent(s) must enroll in both Part A and B of Medicare at the subscriber's expense. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. Once enrolled, Medicare will become the primary coverage, while Saginaw County's health plan will be the secondary payor.

Employees who retire and are eligible for health insurance coverage may choose to receive health insurance offset payments of \$150 per month throughout their retirement in lieu of said coverage provided they are not covered under a County Health Plan. Individuals electing this option may not re-enter the health coverage program under any circumstances. This election is irrevocable.

Retirement Health Savings Plan for NEW EMPLOYEES.

NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 3 above or any other retirement health insurance that may be provided by the Employer in the future. NEW EMPLOYEES and those employees previously enrolled in the former RHS plan shall thereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) per the Employer's agreement with MERS or its equivalent. The Employer will contribute 1% of qualifying employees' salary to the HCSP and those enrolled are mandated to contribute 5% of their salary. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

Section 5. Dental Insurance:

The Employer agrees to pay the premium except as otherwise provided in this article for a dental plan for employees and authorized dependents comparable to the plan in effect on October 1, 2005, as follows:

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

Waiting period: Employees who are eligible shall be covered on the first day of the month following six months of completed full-time service.

Percentage:

Class I - 100% (Preventive, diagnostic, and emergency palliative)

Class I Benefits - 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)

Class II - 50% (Bridges, partials, and dentures)

\$1,500 maximum per person per contract year for Class I and II benefits.

Section 6. Life Insurance:

The Employer shall pay the full premium for group term life insurance providing coverage to each full time employee in the amount of \$50,000 and \$50,000 Accidental Death and Dismemberment insurance effective the first day of the month following completion of six (6) months continuous service. The amount reduces to 92%, 84%, 76%, 68%, 60%, and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays respectively. Employees who retire on or after January 1, 1999 will be insured for \$4,000 group term life.

Section 7. Workers Compensation:

An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall reimburse the County for the amount of overpayment. Fringe benefits which will not be lost will be health insurance, dental insurance, vision insurance and life insurance, until the employee no longer receives weekly Workers' Compensation benefits. PTO accrual will continue for first 90 days only.

The employee shall be responsible for immediately (upon becoming aware of the injury) reporting the occupational injury to his/her supervisor and shall request and complete the appropriate Worker's 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 shall 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 to work.

#### Section 8. Liability Insurance:

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

#### Section 9. Dual Coverage:

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

#### Section 10. Employee Co-payment, Cost Sharing and Compliance with Hard Caps:

In respect to the insurance coverages designated in Sections 1 and 5 of this Article, it is agreed that employees shall pay a base amount of ten percent (10%) of the premium cost of the CB1 health plan and any other costs that exceed the "hard caps" established in PA 152 (See Section 17); zero percent (0%) of the premium cost of the CB8 health plan, unless the cost of CB8 exceeds the "hard caps" established in PA 152 (See Section 17); and 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, but in no event shall the Employer's costs exceed the "hard caps" established in PA 152 (See Section 17). The Employer shall pay the remaining cost of the premium, subject to the limitations set forth in Section 17, provided,

however, 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.

Section 11. Continuation of Insurance:

Insurance shall continue in force at County expense as follows:

Health: In the event of layoff, health insurance shall be continued at Employer's expense for a period of two months after the last day of the month subsequent to the date of the employee's layoff. In the event of a paid disability leave, health insurance shall continue in force until the last day of the month after completion of 1 year (365 days) disability. In the event of a leave of absence, health insurance shall be continued at the Employer's expense to the last day of the month subsequent to thirty (30) days after the leave began. The term "Employer's expense" shall be in accordance with Section 10.

Dental: Coverage shall continue at County expense until the last day of the month subsequent to layoff, leave of absence, or termination. In the event of a paid disability leave, dental insurance shall continue in force until the last day of the month after completion of 1 year (365 days) disability.

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

Separation: In all separations except as provided in Section 4 of this Article, all insurance coverage will terminate the last day of the month in which the separation occurs. Health and Dental 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's or Employer's expense in this Section are subject to the employee co-pays and Act 152 requirements as provided in this Article.

Section 12. General:

The Employer may determine the Provider of Health Insurance, except however, the benefit structure shall be maintained at the same level provided under this Agreement, and provided further, that negotiations between the parties for the purpose of determining the maintenance of benefits shall take place prior to any change of Provider.

Section 13. Vision Insurance:

Full time members of this bargaining unit, after the first day of the month following 180 days of service, and their dependents as defined by the carrier, shall be eligible for vision benefits. Employees must enroll in the program and follow the requirements of the program. Vision benefit includes eye exam, lenses and frames or contact lenses, once every 24 months. Commonly used frames and lenses are covered in full, after co-pay requirements have been met. Contact lens allowances are \$210.00 if medically necessary, and \$150.00 if elective. Fully covered services are received from participating providers. Services from non-participating providers are partially reimbursed. Co-pays are as follows: \$25.00 for eye exams; \$25.00 for lenses and frames or contact lenses.

Section 14. Wellness Activity Reimbursement.

The EMPLOYER shall provide wellness reimbursement to qualified employees pursuant to County Policy 353, attached hereto and incorporated herein, up to the amount of \$200 per calendar year.

Section 15. Blue Cross/Blue Shield Michigan Savings Refund Shares – Contribution to Employee HCSP Accounts and Retirement Health Care Fund.

Historically, the County of Saginaw receives an annual Michigan Savings Refund (Refund) from Blue Cross/Blue Shield of Michigan (BCBSM). This annual Refund has been based on physician and other medical provider settlements; pharmacy recoveries; and prescription drug rebates. For purposes of calculating a one-time EMPLOYER contribution to employees' HCSP accounts, the EMPLOYER agrees to apportion each bargaining unit employee who is eligible to receive employer-sponsored health benefits a pro-rata share of the annual Refund on or before March 31 of the following year for "refund years" 2013 and 2014. For purposes of this Section, "refund years" mean the 12-month periods recognized by BCBSM (historically from December 1 through November 30). The pro-rata share shall be based on the total number of County employees eligible to share the annual Refund amount. Eligibility for the pro-rata share of the Refund is contingent on the employee having been employed the entire "refund year," as no shares will be prorated. Once determined, this pro-rata share will be contributed to the employee's HCSP account for those employees

who have an HCSP account and are not eligible to receive retirement health insurance, subject to rules governing such EMPLOYER contributions to the HCSP. The remaining sum of pro-rata shares (that are apportioned to those employees who are eligible for retirement health insurance) will be contributed to the EMPLOYER's retirement health care fund. Employees who are eligible to receive retirement health insurance shall not receive any pro-rata share of any Refund.

By way of example only, using 2008's Refund in the amount of \$246,071.91, if 500 employees had been eligible to receive the annual Refund, the EMPLOYER would have contributed approximately \$492 to each employee's HCSP account. The remaining sum of the \$492 pro-rata shares would have been contributed to the EMPLOYER's retirement health care fund.

The UNION acknowledges and agrees that the EMPLOYER has no control whether an annual Refund is provided by BCBSM or the amount of the annual Refund, if provided. The UNION further understands that no promises or representations have been made by the EMPLOYER as to any future amount of the annual Refund, if any.

This Section shall only become effective if all bargaining units agree to the same principle as set forth in this Section. Otherwise, the entire Refund shall be contributed to the EMPLOYER's retirement health care fund.

#### Section 16. Participation in Union/Management Health Insurance Committee.

The UNION agrees to provide one representative to participate on a Union/Management Health Insurance Committee to be established by the Employer.

#### Section 17. 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. During the term of this Agreement, the Employer shall comply with, and not opt out of, PA 152; and all provisions of this Agreement pertaining to payment for health insurance shall be in compliance with the "hard caps" established in PA 152. In no event shall the Employer pay above the "hard caps," as determined by the State Treasurer. Regardless of any premium cost sharing referenced in this Article, any and all costs above the "hard caps" shall be borne exclusively by the affected employees.

ARTICLE 18  
LAY OFF AND RECALL

Section 1.

The word "layoff" means a reduction in the working force due to a decrease of work or limitation in funds. Such layoffs shall not be arbitrary or capricious.

When there is such a reduction in the work force, the following procedure shall be followed: Probationary employees (first year of employment) will be laid off first, provided the employees with seniority retained can perform the available work. Laid off employees shall be given the first opportunity to fill part-time/temporary positions, and if recalled shall be paid at the rate of pay at time of layoff for all hours worked. Such recalled employees will not be eligible for any fringe benefits under the terms of this Agreement. In the event all laid off employees decline, positions may be filled at the Sheriff's discretion.

Section 2.

Seniority employees will be laid off according to seniority provided the employees retained are able to perform the available work. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

In the case of a reduction in the deputy classification, the employee with the least length of service in the bargaining unit shall be laid off first.

- a.) When the work force is to be increased after a layoff, the employees will be recalled according to seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work.
- b.) Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.
- c.) Employees will be granted up to two (2) weeks to return to work upon request.

Pursuant to Saginaw County Policy, any Union positions which are supported in any portion by grants, cost-sharing, reimbursements, or any other source of outside funding, are only approved contingent upon the Employer receiving the budgeted revenues. In the event outside funding is not received, or

the Employer is notified that it will not be received, then said positions shall be considered unfunded positions and shall be laid off by seniority.

ARTICLE 19  
GENERAL

Section 1.

The parties to this Agreement shall establish a joint safety committee consisting of three (3) representatives of the Union, two (2) representatives of the Sheriff, and one (1) representative of the Chairman of the Board of Commissioners. All safety ideas and complaints will be handled by the Safety Committee.

Section 2.

The Employer shall furnish employees all necessary equipment and articles of clothing required by the Sheriff in the performance of their duties.

Section 3.

The Employer shall furnish all certified officers, all necessary equipment such as patches, bars, stripes and name tags and replace such items as necessary. Road officers shall be supplied protective vests and weapons.

Section 4.

Uniformed Personnel shall be furnished three (3) complete uniforms with appropriate accessories and replaced as needed.

Section 5. Service Records.

The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall upon request in the presence of the Employer have access to his personnel file consistent with P.A. 397.

Section 6. Range and Ammunition.

The Employer shall make a firing range and ammunition available to the employees for target shooting and the employees shall qualify with their service weapon a minimum of twice (2) yearly. Failure to qualify with the service weapon may result in reassignment to a non-carrying gun position, if such a position is vacant and the deputy is capable of performing the job without additional training; or the deputy may be returned to the road patrol upon re-qualifying, which



opportunity shall be given at the regular department qualification shoot held twice per year, or at another time if determined appropriate by the Sheriff.

#### Section 7. Union Representatives.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the members of the Association and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

#### Section 8. Legal Assistance.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee. For the purposes of this section, such legal assistance will only be provided when the employee has done acts pursuant to authority conferred by law or within the scope of employment.

#### Section 9. Training Expenses.

The Employer shall pay the tuition, expenses, and provide proper transportation for schools or courses attended at the direction of the Employer. Employees will receive mileage and meal reimbursement at the current County rate if the class is held outside of Saginaw County and if transportation is not otherwise available, except for all courses held at Delta College.

#### Section 10. Mileage.

Employees required to use their privately owned vehicle on County business shall be reimbursed at the standard IRS mileage rate for business expense reimbursement.

#### Section 11. Vehicles

If a vehicle should be regarded as defective, an employee should immediately inform his immediate supervisor. If the supervisor determines the car to be defective, he shall cause the vehicle to be removed from service until cleared by a certified mechanic designated by the Employer as fit for road service.

Section 12.

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for time lost from scheduled work for the remainder of the day.

Section 13.

Any employee involved in any accident shall immediately report said accident and/or any physical injury sustained, to his immediate supervisor prior to termination of his duty shift in which his injury occurred.

Section 14. Bulletin Board.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists, notices of vacancies and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or a member of the Local Executive Board. The Union will promptly remove from such Union bulletin boards upon the written request of the Employer any material which is detrimental to the Union-Employer relationship.

Section 15. Schools and Training.

The Employer will post a list of schools and training courses which it makes available to department personnel and will offer such schooling and training to a predetermined number of those employees of the bargaining unit who request, in writing, their desire to attend. Seniority shall be considered in the selection of employees who attend such schooling or training. The decision of the Employer in his selection shall not be arbitrary or capricious.

Section 16. Higher Classification Pay.

Employees required to work in a higher classification for more than two (2) hours in any pay period, shall be paid the higher rate of pay for all hours worked in the higher classification within such pay period, beginning with the first day. The Employer shall not assign other employees to such assignments to circumvent the payment to any employee assigned originally.

Section 17. Rest Period.

Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in situations of manpower shortages or emergencies.

Section 18.

The Employer shall furnish all equipment deemed necessary by the employer to perform the duties assigned their classification and keep same in safe operating condition.

Section 19. Bonds.

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 20. Call In Pay.

An employee called in for duty for other than his regular eight (8) hour shift, shall receive a minimum of two (2) hours call in time for which he shall be paid at time and one-half (1 1/2) inclusive of court appearances.

Section 21. Overtime Assignments.

Overtime assignments shall be made among employees engaged in similar work as far as practical on a rotating basis, while still maintaining efficiency of operation.

Deputies desiring overtime work shall sign their names to the appropriate form and be given such work on a rotating basis with other fellow deputies who likewise avail themselves, when work on road patrol is required at overtime rate.

All Sheriff Department deputized personnel desiring overtime work shall sign their name to the appropriate form and be given such work on a rotating basis with fellow employees who likewise avail themselves when work is required at overtime rate. Scheduled overtime shall be offered to the deputized personnel who has been offered the least amount of overtime up to that point. If turned down, the scheduled overtime shall be then offered to the deputized personnel with the next least amount of offered overtime and so on. The overtime shall be computed on a monthly basis. Employees who decline overtime assignments will be credited such time on the rotation schedule(s) as if worked. Overtime assignments and overtime work, for the purposes of this section, shall refer to each occasion of overtime and has no reference to hours. Scheduled overtime shall not interfere with an employee's normal work schedule. Scheduled overtime refers to trips or special events for the purposes of this section.

Section 22.

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual officers will not be opened for

inspection, except in cases of a court order, or in the presence of the officer or his designated representative or Steward.

Section 23.

Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify the Duty Supervisor one (1) hour prior to the beginning of that duty shift whenever possible. The Employer may request a written explanation as to why the employee did not meet the one (1) hour time limit.

Section 24. Background Checks.

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

Section 25. Motor Vehicle Record Checks.

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

ARTICLE 20  
CLOTHING ALLOWANCE

Section 1.

A clothing allowance in the amount of \$600.00 per year shall be paid to all employees required to wear civilian clothing. Payment shall be divided into two (2) equal payments--one-half (1/2) payable on December 15 and June 15 of each calendar year. Employees required to wear civilian clothing shall receive payment on a prorated basis for those months they are required to wear civilian clothes.

Section 2.

The cleaning of uniforms issued by the Employer shall be the responsibility of the Employer. Employees required to wear civilian clothes shall be entitled to an equivalent value of cleaning services.

ARTICLE 21  
WORKER'S COMPENSATION

Section 1.

In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws. Any employee sustaining an occupational injury, shall receive the first seven (7) calendar days with pay 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.

Section 2.

An employee shall be entitled to use his PTO bank to supplement worker's compensation payments to 100% of his regular net pay. Average net pay and worker's compensation payments shall be as defined by the applicable Michigan Worker's Compensation Laws. Supplementation shall be to the nearest full hour at the employee's regular rate of pay. All lost time must be substantiated by medical opinion. Supplementation of contested or litigated claims shall not be made until an award is made in favor of the employee.

Section 3.

For up to one (1) year from date of injury, of an employee's collection of Workers' Compensation benefits due incapacity from an occupational injury and/or illness, the employee's longevity benefits will not be used when computing the employee's average weekly wage for the purposes of payment of Workers' Compensation employment benefits. Instead, the employee's average weekly wage will be computed without longevity benefits and the employee will receive their full longevity check, pursuant to Article 16 of this Agreement.

Once one (1) full year has elapsed from the date of the employee's injury, longevity benefits will be used when computing the employee's average weekly wage for the purpose of payment of Workers' Compensation employment benefits and the employee will not receive either a partial or full longevity check.

ARTICLE 22  
PENSION

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the Employer who were hired prior to September 18, 2007; and NEW EMPLOYEES are defined as bargaining unit members who are hired after September 18, 2007.

Current employees hired before January 1, 1995 who are not members of the Saginaw County Defined Contribution Plan (DC Plan) or who are otherwise eligible for and are currently enrolled in the MERS Defined Benefit Plan (DB Plan), shall be members of the Michigan Municipal Retirement System (MERS), in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-4 and F50/25, 25 Years Of Service And Out, FAC 5, V-6, E2, with an employee contribution of 4% of gross salary, pre-tax.

The amount of the employee contribution to partially fund this benefit level will be in force for the duration of the benefit.

Current employees hired on or after January 1, 1995, shall be members of the DC Plan which provides for the following employee and employer contributions:

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

All NEW EMPLOYEES shall be members of the DC Plan, which provides for the following employee and employer contributions:

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

The employee may select one (1) of the above contribution plans for which he/she is eligible initially upon being hired and may change the contribution plan in accordance with regulations established by the DC Plan administrator.

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%

10 Days worked in a month will be counted as one month.

Employees can select from the investment options provided by the DC Plan administrator to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employer's and the employee's funds. The County shall be responsible for coordinating the DC Plan with the DC Plan administrator and shall hold the Union harmless for employee liability related to the new program.

### ARTICLE 23 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be changed wherever specified provisions for changes are made elsewhere in this Agreement.

### ARTICLE 24 WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement except those conditions described in Article 23.

### ARTICLE 25 FUNERAL LEAVE

In the event of a death in the employee's close or immediate family, specifically, the following relationships: Mother, Father, Sister, Brother, Spouse, Child, Step-Child, Legal Guardian, Parent-in-Law, Grandparents, Grandchildren, current step-parents, and brother or sister of spouse, the employee shall be granted thirty (30) hours additional Paid Time Off (PTO). This additional paid time off shall be added to the employee's current PTO bank. the purpose of the additional paid time off is to enable the employee bereavement time, and all

other terms and conditions governing PTO (Article 14) shall apply. However, the Sheriff will make every effort to grant PTO days, when requested, for purposes of bereavement, and such permission shall not be unreasonably withheld.

ARTICLE 26  
PHYSICAL, DRUG AND PSYCHOLOGICAL TESTING

Section 1. PHYSICAL FITNESS TESTING

- A. Participation in the Physical Testing Program is Voluntary. The event will be scheduled by the County and posted at least one month in advance of the test. Prior to participation, employees may be required to gain medical clearance to participate. There will be no financial loss associated with failing the tests. Successful participation will be recognized.
- B. Dress. Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.
- C. Personnel may participate while on duty without loss of pay.
- D. Events. The physical fitness test shall consist of three events: push-ups with a two minute limit, sit-ups with a two minute time limit, and a one and one half mile run.
  - 1. Push-ups. Push-ups shall be done with palms of the hand flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back shall constitute one repetition.
  - 2. Sit-ups. Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground. Participant will raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one repetition. The exercise will have a two minute duration.
  - 3. Run. Run shall consist of traversing a measured 1.5 mile distance within a time period.



E. Scoring. Minimum acceptable scores are as follows:

<u>Age</u>	<u>PUSHUPS</u>	<u>SIT-UPS</u>	<u>1 ½ MILE RUN</u>
	<u>Men/Women</u>	<u>Men/Women</u>	<u>Men/Women</u>
Up to 31	38/15	42/40	13:45/16:45
32-36	33/14	38/35	13:30/17:15
37-41	32/13	33/30	16:30/18:15
42 and Over	26/12	29/27	17:00/19:00

F. Participants who pass all the standards will be recognized department wide for their accomplishment.

## Section 2. DRUG TESTING

### A. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of reasonable employee drug testing programs.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a law enforcement employee's physical and mental health and, thus, job performance.

Where law enforcement employees participate in all forms of substance abuse and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees commencing July 1, 1995.

### B. DEFINITIONS

1. Law Enforcement Employee - All members of the Saginaw County Sheriff Department who are employed by the County of Saginaw under the direction of the Sheriff.

2. Supervisor - Those officials assigned to a position having a day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work unit.
3. Drug Test - The compulsory or voluntary production and submission of urine or blood, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
4. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using illegal drugs while on or off duty.
5. Probable Cause - That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty in such a manner as to impair his or her ability to perform their required duties.
6. Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement employee.
7. MRO - Medical Review Officer - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
8. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the Sheriff, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.
9. Explainable Positive Result - A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a

prescribed medication, a food product, or medication administered during a medical or dental treatment.

10. False Positive Result - A positive finding in a urine specimen that did not contain that drug.

### C. PROCEDURES/RULES

The following rules shall apply to all employees, while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
  - a. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
    1. Note from the prescribing doctor.
    2. Copy of the prescription.
    3. Show the bottle label to his immediate supervisor.

The employee shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.
  - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
5. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the

department's rules and regulations, policies and procedures, and the collective bargaining agreement. The employee may be immediately relieved of duty and reassigned pending a departmental investigation at the discretion of the Sheriff or his/her designee, when one of the following occurs:

- a. A refusal to participate.
- b. Probable cause.
- c. The Medical Review Officer determines that an employee's drug test was positive.

During the reassignment period, the employee will receive his/her regular pay and shall make themselves available for consultation.

7. Applicant Drug Testing

- a. Applicants for a position with the Department shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
- b. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  1. Refusal to submit to a required drug test, or
  2. A confirmed positive drug test indicating drug use prohibited by this order.

8. Probationary Employee Drug Testing

All probationary employees shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency to be determined by the Sheriff or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Sheriff when he/she determine that factors beyond the control of the employee were unresolved.

9. Employee Drug Testing

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

- a. A supervisor may order an employee to take a drug test upon documented probable cause that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.

- b. Upon reasonable suspicion the Sheriff or his designee may request, through an authorized representative of the employee's labor association, that an employee submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in subsection d. of this section. Any employee voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any employee who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
- c. A drug test will be administered as part of any promotional physical examination required by this department.
- d. All employees shall be uniformly tested during any unannounced, periodic testing required by the department.

Periodic testing for all employees will not exceed twice in a calendar year except for those employees assigned to the narcotics unit.

- 1. The Sheriff or his designee shall determine the frequency and timing of such tests.
  - 2. The president of the labor association, or his designee, will receive a list of the employees that have been required to take a drug test after all employees in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.
- e. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an employee leaves the unit. The employees of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Employees in narcotics may be required to submit to more than 2 tests in any calendar year.

#### D. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Saginaw County Sheriff Department rules and Regulations, and may include discharge from the Sheriff Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

#### E. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each employee to be tested before the employee enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the M.R.O. may determine whether the test result is an explainable positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substances.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four hours to give a sample. During that time the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked, and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the laboratory in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive initial and confirmatory test by the Medical Review

Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Deputy and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secure and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

#### F. Drug Testing Methodology

1. The testing or processing phase shall consist of:
  - a. Initial screening test.
  - b. Confirmation test - if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Type of drug or metabolite, initial test and confirmation test levels shall be as provided in 49 CFR Part 40.87 (attached).

6. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Employee's having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

#### G. Chain of Custody - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

#### H. Drug Test Results

1. All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.



I. Substance Abuse Rehabilitation Program

Employees may participate in a substance abuse rehabilitation program, however, participation shall not prohibit drug testing under this policy or enforcement of this policy.

J. Procedures for Implementation of the Last Chance Agreement

1. An employee whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a Last Chance Agreement.
2. At the discretion of the Sheriff, the Last Chance Agreement may also be offered to any employee whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (the Last Chance Agreement) must be signed by an authorized representative of the department and the employee.
4. An employee must attend and successfully complete an authorized rehabilitation program.
5. An employee must sign a form releasing any and all information to management as may be requested.
6. An employee must pass a medical examination administered by a medical facility designated by the Sheriff prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An employee may be allowed to use PTO time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis as may be determined by the Sheriff.
9. The employee shall be subject to the terms of last chance agreement for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any

portion of the Last Chance Agreement occurs at any time during its enforcement term.

11. The employee must be advised that the employee is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal or labor representative.

K. LAST CHANCE AGREEMENT

RE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, the above referenced individual is guilty of violating the departmental drug or alcohol order on \_\_\_\_\_, and;

Whereas, the Saginaw Sheriff Department will conditionally reinstate \_\_\_\_\_ to the position of \_\_\_\_\_, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Saginaw County Sheriff Department and subject to the following terms and conditions being met and maintained;

Now therefore, it is agreed that:

1. The employee must sign a form releasing any and all information to management as may be requested.
2. The employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. The employee must pass a medical examination administered by a medical facility designated by the Sheriff prior to being allowed to return to duty. The examination shall only screen for drug or alcohol use and the physical impact of the prior drug usage.
4. The employee may be allowed to use Paid Time Off (PTO) and may apply for a medical leave of absence if required, while undergoing rehabilitation.

5. Upon clearance by the medical facility designated by the Sheriff, the Employee shall be returned to the Sheriff Department in the position of \_\_\_\_\_.
6. Once returned to duty, the employee will present himself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of three (3) years. Employee \_\_\_\_\_ agrees to sign appropriate forms releasing any and all information to the Sheriff Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, employee \_\_\_\_\_ shall submit to controlled substance testing at the discretion of the Sheriff. If any such test shows a positive result for the presence of a controlled substance, employee \_\_\_\_\_ will be discharged from employment with the County of Saginaw, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Employee \_\_\_\_\_ will be credited with seniority, for promotional purposes, for time separated from the Sheriff Department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing, and Deputy \_\_\_\_\_ waives any claim thereto.
9. The association shall withdraw with prejudice the grievance # \_\_\_\_\_ and shall release and discharge the employer from any and all claims relating thereto. The employer shall release and discharge the union and employee from any and all claims relating thereto. Employee \_\_\_\_\_ shall release and discharge the association and the employer from any and all claims relating to grievance # \_\_\_\_\_, including but not limited to the processing and arbitration of this grievance. Further, employee \_\_\_\_\_ releases the County and the association from all liability and claims he may have had or now has with respect to his employment with the County of Saginaw whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the County of Saginaw and the \_\_\_\_\_ Association.

10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no value as to precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Sheriff Department.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

Deputy

Sheriff

### Section 3. Psychological Testing

It is acknowledged that law enforcement work is stressful and at certain times very emotional. Personnel are required at all times to exhibit keen minds that are stable, focused and in control. Consequently, there could be times that an employee could under the abnormal stress of the job suffer from irrational or unstable behavior. Therefore, the parties to this policy agree to abide by these provisions designed to protect the health and welfare of the employee, as well as safeguard the department from allegations of inappropriate behavior by an employee.

The testing of employees may occur in the event of the following:

1. Any on or off duty officer involved shooting incident.
2. Any on or off duty officer involved accidents resulting in serious or fatal injuries
3. After any incident in which an officer has been exposed to undue trauma or stressful assignments.
4. At the request of the Sheriff when probable cause exists that an employee has or is exhibiting abnormal behavior that may be caused by unusual stress, mental illness or other medical related problems.

Testing of the employee will be discussed with the employee prior to the test to ascertain information that may warrant a reconsideration of the test.

Testing will consist of two phases in most instances unless testing is specifically needed in test areas and is requested by a physician.

1. Emotional Stability - Testing to determine the mental health and state of the employee.
2. Personality Factor Analysis - Testing to determine an individual fitness to act in the Law Enforcement Profession.

Testing will be done at the Expense of the County and by the Physician or agency chosen by the County. An employee retains the right to a second opinion by a physician of his/her choice at the employee's expense. In the event that the second physician disagrees with the first physician, a third physician selected by the Saginaw County Medical Society will be retained and the fees for same will be split between the parties.

Test results will be kept confidential and will be kept by the attending Physician. The results may be used to place an employee on medical leave pending further testing or treatment.

An employee determined unable to serve as result of this testing will be placed on the disability program.

#### ARTICLE 27 SAVINGS CLAUSE

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

#### ARTICLE 28 PART TIME EMPLOYMENT

##### Section 1.

Employees shall be permitted to engage in part-time employment upon approval of the Sheriff. Approval shall be sought on an annual basis. Approval may be revoked in an emergency.

ARTICLE 29  
WAGES

It is agreed that wages shall be as indicated in Schedule "A" attached hereto and made a part hereof by reference.

Consideration of Wages in Fiscal Year 2015 (commencing October 1, 2014)

Pursuant to County Policy 221, a minimum balance of five percent (5%) of the most current Board Approved General Fund Budget (Budget) shall be maintained as a Budget Stabilization Reserve (Stabilization Fund). If the Stabilization Fund ends Fiscal Year 2014 in compliance with Policy 221, then any amount in the Reserve Fund greater than 5% of the Budget shall be applied to provide a base wage increase equal to but not greater than one percent (1%) commencing October 1, 2014. The actual base wage increase, if any, shall be based on General Fund employee payroll and considered in quarter percent (0.25%) increments.

For example, if \$50,000 represents the amount to provide no more and no less than a 0.25% base wage increase, and if the Stabilization Fund ends Fiscal Year 2014 with \$50,000 greater than 5% of Budget, then employees shall receive a 0.25% base wage increase. Using the same example, if the amount is \$49,999, then no increase will be provided; if the amount is more than \$50,000 but less than what would be required to provide a 0.5% base wage increase, then the employees shall receive a 0.25% base wage increase. In summary, the amount above the Policy amount of 5% must be at or above the requisite quarter percent increment in order for that base wage increase to be provided.

In addition to the above compensation, officers appointed to the detective bureau shall receive a three percent (3%) stipend which shall count towards their final average compensation.

Officers currently appointed as detectives, as of February 1, 2003, shall continue to serve in that capacity until their position is vacated. Once detective positions are vacated, those positions will be posted and filled as follows:

- A) Detective vacancies will be posted as other promotional opportunities.
- B) To be considered for a detective assignment, a deputy must be:
  - Non-probationary;
  - Have at least two years law enforcement experience within the Sheriff Department;
  - Have a satisfactory work record as determined by the Sheriff.
- C) New detectives will be chosen by the Sheriff using the following criteria:
  - Education and experience;

Work record;  
Interview(s).

- a) The Sheriff will allow one local union representative at interviews for detective positions.

## ARTICLE 30 TERMINATION OF AGREEMENT

### Section 1.

This Agreement shall become effective as of the date of ratification by both the Union and the County of Saginaw. This Agreement shall continue in full force and effect to and including September 30, 2015 and from year to year, thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

### Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2015 or any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

### Section 3.

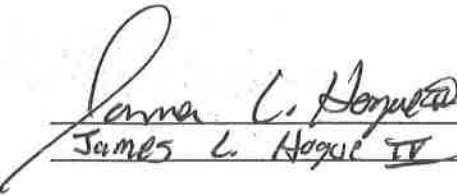
In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement.

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

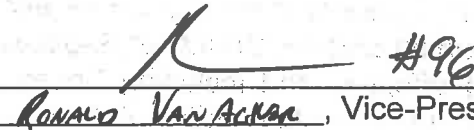
EMPLOYER

UNION

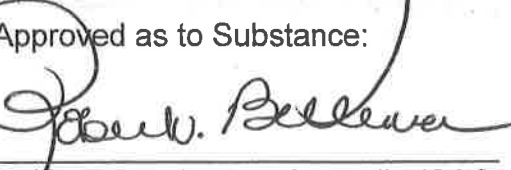
  
\_\_\_\_\_  
William L. Federspiel, Sheriff


  
\_\_\_\_\_  
James L. Hoque IV, President

  
\_\_\_\_\_  
Michael Hanley, Board Chair

 #96  
\_\_\_\_\_  
Ronald Van Acker, Vice-President

Approved as to Substance:

  
\_\_\_\_\_  
Robert V. Belleman, Controller/CAO

  
\_\_\_\_\_  
Kurt Weber, Secretary

Approved as to Form:

  
\_\_\_\_\_  
Gilbert, Smith & Borrello, PC,  
Civil Counsel

  
\_\_\_\_\_  
James Tignaneli, Business Agent

  
\_\_\_\_\_  
Jennifer Broadfoot, Personnel Director



§ 40.87

§ 40.87 What are the cutoff concentrations for initial and confirmation tests?

(a) As a laboratory, you must use the cutoff concentrations displayed in the following table for initial and confirmation drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). The table follows:

Type of drug or metabolite	Initial test	Confirmation test
(1) Marijuana metabolites ..	50	15
(i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC).	300	150
(2) Cocaine metabolites (Benzoylecgonine).	25	25
(3) Phencyclidine (PCP) ....	1000	500
(4) Amphetamines .....	.....	500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)
(i) Amphetamine .....	.....	
(ii) Methamphetamine .....	.....	
(5) Opiate metabolites .....	2000	2000
(i) Codeine .....	.....	2000
(ii) Morphine .....	.....	10 (Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.)
(iii) 6-acetylmorphine (6-AM).	.....	

(b) On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

(c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(d) You must report quantitative values for morphine or codeine at 15,000 ng/mL or above.

Schedule "A" Wages

Saginaw County Sheriff's Department

Deputies

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3/19/14-9/30/15	\$38,376	\$41,844	\$45,315	\$48,784	\$52,254	\$53,127

Detectives

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3/19/14-9/30/15	\$39,526	\$43,101	\$46,674	\$50,246	\$53,821	\$54,721

The above compensation reflects officers appointed to the Detective Bureau receiving a three percent (3%) stipend which shall count towards their final average compensation.

Officers currently appointed as detectives, as of February 1, 2003, shall continue to serve in that capacity until their positions is vacated. Once a detective position is vacated, those positions will be posted and filled on a competitive basis.

SAGINAW COUNTY GOVERNMENT  
 SCHEDULE OF SALARY PROGRESSION  
 ANNUAL AND BI-WEEKLY EFFECTIVE 03/19/2014

EPS705P  
 03/28/2014

UNION G P.O.A.M.		DEPUTIES CLASSIFICATION					
SALARY GRADE	HIRE RATE (STEP 1)	1 YEAR (STEP 2)	2 YEARS (STEP 3)	3 YEARS (STEP 4)	4 YEARS (STEP 5)	5 YEARS (STEP 6)	6 YEARS (STEP 7)
D01	38,376.00 1,476.00	41,844.00 1,609.38	45,315.00 1,742.88	48,784.00 1,876.31	52,254.00 2,009.77	53,127.00 2,043.35	
D02	39,526.00 1,520.23	43,101.00 1,657.73	46,674.00 1,795.15	50,246.00 1,932.54	53,821.00 2,070.04	54,721.00 2,104.65	

Category: 300  
Number: 363

Subject: **LEAVE OF ABSENCE**

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

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

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

Approved as to Substance:  
Saginaw County Controller/CAO

Approved as to Legal Content:  
Saginaw County Civil Counsel

ADOPTED April 23, 2002  
AMENDED October 25, 2005

Category: 300  
Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

7.3 Employer/Employee Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved as to Substance:

Approved as to Legal Content:

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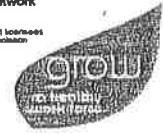
Saginaw County Controller/CAO

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Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009



## Saginaw County, Group 007000527-0022

### Community Blue<sup>SM</sup> PPO Medical Coverage Benefits-at-a-Glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Note:** To be eligible for coverage, the following services require your provider to obtain approval before they are provided – select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

**Preauthorization for Specialty Pharmaceuticals** – BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

	In-network	Out-of-network *
<b>Member's responsibility (deductibles, copays and dollar maximums)</b>		
<b>Deductibles</b>	\$100 for one member \$200 for the family (when two or more members are covered under your contract) each calendar year	\$200 for one member \$400 for the family (when two or more members are covered under your contract) each calendar year
<b>Fixed dollar copays</b>	<ul style="list-style-type: none"> <li>\$10 copay for office visits</li> <li>\$50 copay for emergency room visits</li> </ul>	\$50 copay for emergency room visits
<b>Percent copays</b> <b>Note:</b> Copays apply once the deductible has been met.	50% of approved amount for private duty nursing  See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing</li> <li>20% of approved amount for most other covered services</li> </ul> See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.
<b>Annual copay dollar maximums</b> – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays.	Not applicable	\$2,000 for one member \$4,000 for two or more members each calendar year
<b>Lifetime dollar maximum</b>		None
<b>Preventive care services</b>		
Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered



**In-network**

**Out-of-network \***

**Preventive care services, continued**

Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay)	80% after out-of-network deductible
Prescription contraceptive devices – includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) <b>Note:</b> Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	80% after out-of-network deductible <b>Note:</b> Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
	One per member per calendar year	
Colonoscopy – routine or medically necessary	100% (no deductible or copay) for the first billed colonoscopy <b>Note:</b> Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	80% after out-of-network deductible
	One per member per calendar year	

**Physician office services**

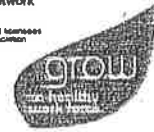
Office visits – must be medically necessary	\$10 copay per office visit	80% after out-of-network deductible
Outpatient and home medical care visits – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations – must be medically necessary	\$10 copay per office visit	80% after out-of-network deductible
Urgent care visits – must be medically necessary	\$10 copay per office visit	80% after out-of-network deductible

**Emergency medical care**

Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	100% after in-network deductible	100% after in-network deductible

**Diagnostic services**

Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible



**In-network**

**Out-of-network \***

**Maternity services provided by a physician**

Prenatal and postnatal care visits	100% (no deductible or copay)	80% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a participating hospital.	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

**Alternatives to hospital care**

Skilled nursing care – must be in a participating skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care – must be medically necessary and provided by a participating home health care agency	100% after in-network deductible	100% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	100% after in-network deductible	100% after in-network deductible

**Surgical services**

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	80% after out-of-network deductible
Voluntary sterilization for males <b>Note:</b> See 'Preventive care services' section for voluntary sterilizations for females.	100% after in-network deductible	80% after out-of-network deductible

**Human organ transplants**

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

**Mental health care and substance abuse treatment**

Inpatient mental health care	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible, in participating facilities only
	100% after in-network deductible **	80% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	100% after in-network deductible **	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

\*\* Mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay.





In-network

Out-of-network \*

**Autism spectrum disorders, diagnoses and treatment**

Applied behavioral analyses (ABA) treatment – limited to an annual maximum of \$50,000 per member, through age 18 (limits may be waived on an individual consideration basis)	Not covered	Not covered
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder – through age 18	Not covered	Not covered
Other covered services, including mental health services, for Autism Spectrum Disorder	Not covered	Not covered

**Other covered services**

Outpatient Diabetes Management Program (ODMP) <b>Note:</b> Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by a network provider. <b>Note:</b> Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	100% after in-network deductible	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$10 copay per office visit Limited to a <b>combined</b> maximum of 24 visits per member per calendar year	80% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	100% after in-network deductible Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	80% after out-of-network deductible <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
Durable medical equipment <b>Note:</b> DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by a network provider.	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing	50% after in-deductible	50% after in-deductible



Client: Saginaw County ASC

**Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage  
with \$10 Generic / \$40 Formulary (Preferred) Brand /  
\$80 Nonformulary (Nonpreferred) Brand  
Triple-Tier Copay  
Open Formulary  
Benefits-at-a-Glance**

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible, copay and /or coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Specialty Pharmaceutical Drugs** – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under *I am a Member*. If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

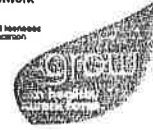
We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

**Member's responsibility (copays)**

		90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
Tier 1 – Generic or prescribed over-the-counter drugs	1 to 30-day period	\$10 copay	\$10 copay	\$10 copay	\$10 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$20 copay	No coverage	No coverage
	84 to 90-day period	\$20 copay	\$20 copay	No coverage	No coverage
Tier 2 – Formulary (preferred) brand-name drugs	1 to 30-day period	\$40 copay	\$40 copay	\$40 copay	\$40 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$80 copay	No coverage	No coverage
	84 to 90-day period	\$80 copay	\$80 copay	No coverage	No coverage
Tier 3 – Nonformulary (nonpreferred) brand-name drugs	1 to 30-day period	\$80 copay	\$80 copay	\$80 copay	\$80 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$160 copay	No coverage	No coverage
	84 to 90-day period	\$160 copay	\$160 copay	No coverage	No coverage

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

\* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.



Covered services

	90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
FDA-approved generic prescription contraceptive medication (non-self-administered drugs and devices are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount less plan copay
FDA-approved brand name prescription contraceptive medication (non-self-administered drugs and devices are not covered)	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

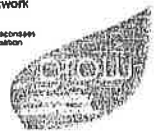
\* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM Custom Formulary	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>▪ <b>Tier 1 (generic)</b> – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment.</li> <li>▪ <b>Tier 2 (preferred brand)</b> – Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay.</li> <li>▪ <b>Tier 3 (nonpreferred brand)</b> – Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.</li> </ul>
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. <b>Step Therapy</b>, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at <a href="http://bcbsm.com">bcbsm.com</a>. Log in under <i>I am a Member</i> and click on <i>Prescription Drugs</i>.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you <b>MUST</b> pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. <b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>



<p><b>Drug interchange and generic copay waiver</b></p>	<p>BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten, BCBSM will notify you if you are eligible for a waiver.</p>
<p><b>Quantity limits</b></p>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>



## Saginaw County, Group 007000527-0023

### Community Blue<sup>SM</sup> PPO Medical Coverage Benefits-at-a-Glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Note:** To be eligible for coverage, the following services require your provider to obtain approval before they are provided – select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

Pricing information for various procedures by In-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

**Preauthorization for Specialty Pharmaceuticals** – BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

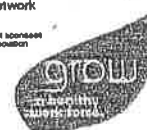
Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

#### In-network

#### Out-of-network \*

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

<b>Deductibles</b>	\$500 for one member \$1,000 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member \$2,000 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Fixed dollar copays</b>	<ul style="list-style-type: none"> <li>\$20 copay for office visits</li> <li>\$50 copay for emergency room visits</li> </ul>	\$50 copay for emergency room visits
<b>Percent copays</b> <b>Note:</b> Copays apply once the deductible has been met.	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing</li> <li>20% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office)</li> </ul> <p>See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.</p>	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing</li> <li>40% of approved amount for most other covered services</li> </ul> <p>See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.</p>
<b>Annual copay dollar maximums</b> – applies to copays for all covered services – including mental health and substance abuse services – but <b>does not</b> apply to fixed dollar copays and private duty nursing percent copays.	\$2,500 for one member \$5,000 for two or more members each calendar year	\$3,000 for one member \$6,000 for two or more members each calendar year <b>Note:</b> Out-of-network copays also apply toward the in-network maximum.
<b>Lifetime dollar maximum</b>	None	



**In-network**

**Out-of-network \***

**Preventive care services**

Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay)	60% after out-of-network deductible
Prescription contraceptive devices – includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> <li>• 6 visits, birth through 12 months</li> <li>• 6 visits, 13 months through 23 months</li> <li>• 6 visits, 24 months through 35 months</li> <li>• 2 visits, 36 months through 47 months</li> <li>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) <b>Note:</b> Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.  One per member per calendar year	60% after out-of-network deductible <b>Note:</b> Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% (no deductible or copay) for the first billed colonoscopy <b>Note:</b> Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay.  One per member per calendar year	60% after out-of-network deductible

**Physician office services**

Office visits – must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Outpatient and home medical care visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations – must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Urgent care visits – must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible

**Emergency medical care**

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



**In-network**

**Out-of-network \***

**Diagnostic services**

Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

**Maternity services provided by a physician**

Prenatal and postnatal care visits	100% (no deductible or copay)	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a participating hospital.	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

**Alternatives to hospital care**

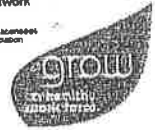
Skilled nursing care – must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care – must be medically necessary and provided by a participating home health care agency	80% after in-network deductible	80% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	80% after in-network deductible	80% after in-network deductible

**Surgical services**

Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility.	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	60% after out-of-network deductible
Voluntary sterilization for males <b>Note:</b> See 'Preventive care services' section for voluntary sterilizations for females.	80% after in-network deductible	60% after out-of-network deductible

**Human organ transplants**

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities <b>only</b>
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible



**In-network**

**Out-of-network \***

**Mental health care and substance abuse treatment**

Inpatient mental health care	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	80% after in-network deductible	80% after in-network deductible, in participating facilities only
• Physician's office	80% after in-network deductible **	60% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	80% after in-network deductible **	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

\*\* Mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay.

**Autism spectrum disorders, diagnoses and treatment**

Applied behavioral analyses (ABA) treatment – limited to an annual maximum of \$50,000 per member, through age 18 (limits may be waived on an individual consideration basis)	Not covered	Not covered
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder – through age 18	Not covered	Not covered
Other covered services, including mental health services, for Autism Spectrum Disorder	Not covered	Not covered

**Other covered services**

Outpatient Diabetes Management Program (ODMP) <b>Note:</b> Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by a network provider. <b>Note:</b> Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	60% after out-of-network deductible
Chiropractic spinal manipulation	100% (no deductible or copay) Limited to a combined maximum of 24 visits per member per calendar year	60% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	80% after in-network deductible Limited to a combined maximum of 60 visits per member per calendar year	60% after out-of-network deductible <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
Durable medical equipment <b>Note:</b> DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by a network provider.	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible





Client: Saginaw County ASC

**Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage  
with \$7 Generic / \$35 Formulary (Preferred) Brand /  
\$70 Nonformulary (Nonpreferred) Brand  
Triple-Tier Copay  
Open Formulary  
Benefits-at-a-Glance**

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**Specialty Pharmaceutical Drugs** – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under *I am a Member*. If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

**Member's responsibility (copays)**

		90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
Tier 1 – Generic or prescribed over-the-counter drugs	1 to 30-day period	\$7 copay	\$7 copay	\$7 copay	\$7 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$14 copay	No coverage	No coverage
	84 to 90-day period	\$14 copay	\$14 copay	No coverage	No coverage
Tier 2 – Formulary (preferred) brand-name drugs	1 to 30-day period	\$35 copay	\$35 copay	\$35 copay	\$35 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$70 copay	No coverage	No coverage
	84 to 90-day period	\$70 copay	\$70 copay	No coverage	No coverage
Tier 3 – Nonformulary (nonpreferred) brand-name drugs	1 to 30-day period	\$70 copay	\$70 copay	\$70 copay	\$70 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$140 copay	No coverage	No coverage
	84 to 90-day period	\$140 copay	\$140 copay	No coverage	No coverage

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

\* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

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

**Covered services**

	90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
FDA-approved generic prescription contraceptive medication (non-self-administered drugs and devices are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount less plan copay
FDA-approved brand name prescription contraceptive medication (non-self-administered drugs and devices are not covered)	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

\* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

**Features of your prescription drug plan**

<b>BCBSM Custom Formulary</b>	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>▪ <b>Tier 1 (generic)</b> – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment.</li> <li>▪ <b>Tier 2 (preferred brand)</b> – Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay.</li> <li>▪ <b>Tier 3 (nonpreferred brand)</b> – Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.</li> </ul>
<b>Prior authorization/step therapy</b>	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. <b>Step Therapy</b>, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at <a href="http://bcbsm.com">bcbsm.com</a>. Log in under <i>I am a Member</i> and click on <i>Prescription Drugs</i>.</p>
<b>Mandatory maximum allowable cost drugs</b>	<p>If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay.</p> <p><b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>

<b>Drug interchange and generic copay waiver</b>	<p>BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<b>Quantity limits</b>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>

**Additional Riders Selected**

<b>Rider PD-XED-MHP, excludes elective drugs</b>	<p>Excludes coverage for elective lifestyle drugs.</p> <p><b>Note:</b> Elective lifestyle drugs are lifestyle drugs that treat sexual impotency or infertility or help in weight loss. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated. (Smoking cessation drugs are not considered an elective lifestyle drug and are a payable benefit.) BCBSM determines when a drug is an elective drug.</p> <p><b>Note:</b> If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, this rider must be taken to be MHP compliance.</p>
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Category: 300  
Number: 353

Subject: **WELLNESS ACTIVITY REIMBURSEMENT**

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

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

Approved as to Substance:

Approved as to Legal Content:

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Saginaw County Controller/CAO

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Saginaw County Civil Counsel

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

