

SAGINAW COUNTY BOARD OF COMMISSIONERS

SAGINAW COUNTY SHERIFF

--and--

POLICE OFFICERS LABOR COUNCIL

Sergeants

UNIT II

October 1, 2009 through September 30, 2012

SAGINAW COUNTY AND SAGINAW COUNTY SHERIFF DEPARTMENT  
AND  
POLICE OFFICERS LABOR COUNCIL, UNIT II, SERGEANTS

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## AGREEMENT

THIS AGREEMENT, entered into this 14<sup>th</sup> day of December, 2010, 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 Labor Council representing the Sergeants of the Saginaw County Sheriff Department, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

## PREAMBLE

THIS AGREEMENT, entered into by the Board of Commissioners and the Sheriff for the County of Saginaw, hereinafter referred to as the Employer, and Police Officers Labor Council representing the Sergeants of the Saginaw County Sheriff Department, hereinafter referred to as 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 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 full time Sergeants of the Saginaw County Sheriff's Department, but excluding 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 to 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.

## ARTICLE 3 UNION SECURITY AND FEES 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 representation fees 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.

### Section 3.

Representation fees 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 Police Officers Labor Council, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement to provide this check-off service without charge to the Union.

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) calendar days following the date of employment. The Union agrees to provide the amounts of deduction in the form of a flat fixed dollar amount per employee as opposed to a percentage of income and to not change that amount more than once a year.

Section 4.

The Union will invoice the employer, annually in advance, by union member, for the amount of dues and/or fees uniformly required and will accept payment from the employer by electronic funds deposit, if such payment method is required by the employer. Employer will notify P.O.L.C. of any changes in the bargaining unit and dues will be collected on a biweekly basis.

REP fees will be deducted by the Employer and transmitted to the Union. 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 Sections 1, 2 and 3 of this Article. Monthly REP fees shall be deducted in equal payments once each month.

ARTICLE 4  
STEWARDS AND ALTERNATE STEWARDS

Section 1.

The Sergeants shall select two stewards, one from Law Enforcement assignment and the other from Corrections assignment. They both shall serve as each others alternates. Stewards must be regular employees.

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 one calendar day of occurrence for the steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Employee abusing such time may be subject to disciplinary action.

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

Section 3.

The 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.

The Employer shall allow one (1) employee to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leave granted shall not exceed three (3) work days in any calendar year.

Leave days as specified above, shall be considered as miscellaneous leave days and shall not be charged against the employee's annual or other accrued leave days.

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

All leaves provided in this Article shall be granted without any loss of any pay allowances, or other benefits as provided within the terms of this agreement.

### 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 four (4) representatives of the Employer and not more than four (4) representatives of the Union, which may include the Labor Council Field Representative. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. 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.

#### Section 3.

Special conferences shall be scheduled within ten (10) calendar 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/her employment shall, before initiating a grievance, first discuss the matter orally with his/her immediate supervisor or his/her designee who has the authority to resolve the grievance.

Step 2.

If the matter is not so resolved, the steward and/or the employee shall discuss the complaint with the Sheriff, Undersheriff or their designee within seven (7) calendar days. Following the meeting with the Sheriff, if the issue is still not resolved, it shall be reduced to writing on the regular grievance form provided by the local Union, signed by the employee and presented to the appropriate Captain or Lieutenant within seven (7) calendar days of the mandatory discussion with the Sheriff. Supervision shall answer said grievance within seven (7) calendar days of receipt of same.

Step 3.

If the grievance is not settled in Steps 1 and 2, the Union shall within seven (7) calendar days after the Department's answer, request a meeting between Union representatives and the Sheriff and/or his/her representative, to which a Saginaw County official will be invited, to review the matter. Such meetings will be held within thirty (30) calendar days after the date of written request and the Employer will render his/her decision within seven (7) calendar days following the meeting.

The Employer and the Union may by mutual agreement in writing 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) calendar days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its 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 Discharge or Discipline.

The Employer shall not discharge, suspend, or discipline an employee except for just cause. Before any disciplinary action is taken against a member, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to his/her supervisory officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within forty-eight (48) hours of the invocation of such discipline or discharge, except as specifically excepted herein. The notice will normally be delivered to the steward or alternate. If neither are at work, a facsimile transmission to the Union headquarters shall be sufficient notice.

### Section 2. Charges and Specifications.

The charges resulting in such discipline or discharge shall be reduced to writing within forty-eight (48) hours of the Sheriff's or his designee's decision to issue such charges, excluding holidays and weekends by the commanding officer recommending the action to the Sheriff and copies shall be furnished to the Steward and the member against whom the charges are brought. The Union will receive notice of the final disposition of any disciplinary action. The employee shall sign a copy of the charge with the understanding that said signing does not necessarily constitute acceptance thereof.

### Section 3. Specific Sections.

Such charges shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated. No member shall be required to make any statement written or oral, concerning the alleged offense prior to the Step Three (3) grievance meeting.

### Section 4. Representation.

At all stages of the disciplinary procedure a member of the bargaining unit, against whom charges have been made, may be represented by a steward, alternate steward, union representative or union attorney.

### Section 5. Past Infractions.

In imposing any discipline on a current charge, the Employer will not base his/her decision

upon any prior infractions of county or departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge, and then not more than three (3) years.

#### Section 6. Relieved of Duty.

In the event a member is relieved of duty, he/she shall be taken off the payroll and shall turn in his/her departmental equipment. Relieved of duty shall be used by the department for awaiting criminal trial implementation and decision. In the event a member is exonerated of the charges causing the relieved of duty condition, he/she shall be reinstated to his/her prior position and compensated for all back wages lost due to the relieved of duty condition. Relieved of duty shall not last more than thirty (30) days except when there is a criminal prosecution authorized by a prosecutor or city attorney. During the period a member is relieved of duty, he/she may not receive benefits as outlined in this contract.

#### Section 7. Special Investigation.

If any member shoots, while in the line of duty, another person injuring or killing that person, that member shall be placed on administrative leave receiving full pay and benefits for a period of three (3) calendar days, except during periods of emergency. This period may be extended up to thirty (30) calendar days for medical or other reasons when mutually agreed to by the Employer and Union. During the administrative leave period the employee must make himself available for investigative purposes.

#### Section 8. Reassignment.

The Employer may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete. Such reassignment shall be without prejudice.

#### Section 9. Continuance of Benefits.

If a member is suspended for disciplinary reasons, he/she may not be entitled to his/her pay or benefits, except however, insurance will be maintained.

### ARTICLE 8 SENIORITY

#### Section 1.

Seniority shall be on a department wide basis in accordance with the employee's date of entry into the Sheriff's Department.

- 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 rates, 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.
- d.) Classification seniority shall be defined as time accrued within this bargaining unit.

## Section 2.

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

- a.) He/she quits, retires or receives a pension under Saginaw County.
- b.) He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c.) He/she is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice. After such absence the Employer will send certified written notification to the employee at his/her last known address that because of his/her unexcused absence he/she has voluntarily quit and is no longer in the employ of the County.
- d.) If he/she does not notify the Employer within seven (7) calendar days after receipt of certified written notification to return to work after lay off, as to the date when he/she will return, which must be within two (2) weeks after the delivery of such notice to his/her last known address. Exceptions shall be made upon the employee producing convincing proof of his/her 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/she is laid off during the term of this Agreement for a continuous period equivalent to his/her seniority. However, in no event will employees laid off for a continuous period in excess of three (3) years retain their seniority.
- g.) Transfer or promotion out of the Sheriff's Department.

## ARTICLE 9 PROMOTIONS

### Section 1.

Whenever a vacancy occurs within the rank of Lieutenant or Captain, the then remaining Lieutenants and Captains shall evaluate the Sergeants from within the department and recommend to the Sheriff those deemed qualified. The recommendation shall not be binding on the Sheriff.

Section 2.

Employees promoted into the bargaining unit shall serve a twelve month (12) month evaluation period. Promoted employees shall accrue bargaining unit (classification) seniority from the date of promotion into the unit. During the twelve (12) month evaluation period, the employee may voluntarily return to the position held prior to being promoted. Following one year in the bargaining unit, Sergeants do not have the option to voluntarily return to Unit 1, except as set forth in Article 17, Layoff & Recall, or with the permission of the Sheriff. Employees promoted into the bargaining unit shall be paid at the lowest step in the new pay grade which is at least five percent (5%) above the salary he/she was receiving immediately before the promotion.

Section 3.

In the event that a member promoted to the Command Staff cannot in the opinion of the Sheriff fulfill the duties of his/her new grade during his/her evaluation period as a Command Officer, the Sheriff may return the employee to his/her last held grade level at the time he/she was selected for the higher grade without loss of bargaining unit seniority before the end of the first year.

If after less than one year, the newly promoted Commander does not feel he/she is able to perform the duties of his/her position, he/she may request the Sheriff to return him/her to his/her former grade level.

Transferring employees to the lower unit must remain in the retirement program offered under this agreement for five years following transfer. Involuntary return to Unit 1 will allow members to all rights of Unit 1.

ARTICLE 10  
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, in addition to their regular sick and vacation time, 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 furnished to the employee by the Employer, and it shall be in writing.

### Section 4.

An employee on an approved leave of absence will continue to accumulate seniority within the bargaining unit during the leave. The Employer shall continue to provide life insurance and hospitalization benefits during the first thirty (30) calendar days of a personal leave of absence. After said thirty (30) calendar day period the employee, if he/she 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 a finding that extension of time is necessary and just.

### Section 6. Military Leave.

Except as herein provided, the reemployment 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, adopted April 23, 2001 and amended 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 time spent in jury service 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 a court or such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the Employer shall be granted a leave of absence with pay (as set forth in the following paragraph) for 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/her education in his/her chosen profession may be granted educational leave for a maximum of two (2) years without pay. The decision of whether or not to grant such leave shall be the exclusive decision of the Sheriff or his designee. Such decisions shall not be arbitrary or capricious. This leave may be extended by mutual agreement. Employees shall not accumulate benefits or seniority while on such leaves of absence.

### Section 10. Family and Medical Leave

Family and medical leave shall be in accordance with Saginaw County Board of Commissioners Family and Medical Leave Policy No. 364, as amended January 20, 2009, subject to law.

## ARTICLE 11 HOURS OF WORK AND PREMIUM PAY

### Section 1.

The normal work day shall consist of between eight (8) and twelve (12) continuous hours per day inclusive of a paid meal period as determined by the Employer. 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 normally assigned shift for the position as authorized and approved by the Employer.
- b.) Periodically: All work performed in excess of eighty (80) hours for 8 and 10 hour shifts and eighty four (84) hours for twelve (12) hour shifts in any biweekly pay period. Employees shall be paid overtime compensation at the rate of time and one half of regular rates of pay for all hour actually worked in excess of 84 or 80 hours worked or scheduled to work and excused with pay per pay period. There shall be no pyramiding of overtime.

### Section 2.

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

### Section 3.

If possible, checks will be available to employees working the four to twelve shift, the afternoon of the Thursday preceding payday at and not before 4:00 P.M. Checks are to be picked up from the Sheriff or his/her designee.

### Section 4. Shift Preference.

Once a year prior to the selection of vacation time, a written request for shift preference



by seniority within classification may be submitted. The decision of the Sheriff is final and binding but shall not be arbitrary or capricious.

#### Section 5.

Employee assignments shall not be changed or altered with less than two (2) weeks' prior notice to the employee involved, without that employee's consent, except in the event of an emergency. This Section shall not apply to the two (2) Relief Sergeants, who shall be given a minimum of twenty-four (24) hours' notice.

### ARTICLE 12 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.) ML King, Jr.'s Birthday, 3rd Mon in January |
| 3.) Presidents' Day, 3rd Mon in Feb | 4.) Good Friday                                 |
| 5.) Memorial Day, last Mon in May   | 6.) Independence Day, July 4                    |
| 7.) Labor Day, 1st Mon in Sept      | 8.) Veterans' Day, November 11                  |
| 9.) Thanksgiving, 4th Thurs in Nov  | 10.) Day after Thanksgiving                     |
| 11.) December 24, Christmas Eve     | 12.) Christmas Day                              |
| 13.) December 31, New Year's Eve    |   |

#### 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, including during "snow days" or other "Acts of God".

#### Section 3.

Employees must work their scheduled day before and their scheduled day after a holiday or be on authorized paid leave in order to be paid for the holiday.

#### Section 4.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on a Saturday, excluding Christmas and New Year's Day, the previous Friday 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 receive eight (8) hours pay at their regular straight time hourly rate for holiday pay.

Section 6.

If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall be paid for the unworked holiday.

Section 7.

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.

ARTICLE 13  
PAID TIME OFF

Section 1.

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

Employees with less than three (3) years of service shall accrue PTO in the amount of 136 hours per year.

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.

The maximum number of PTO hours that any CURRENT MEMBER of this unit (those employed in this unit prior to January 24, 2006) may accumulate in his/her PTO bank shall not exceed nine hundred sixty (960) hours.

The maximum number of PTO hours that any NEW MEMBER of this unit (those employed in this unit on or after January 24, 2006) may accumulate in his/her PTO bank shall not exceed seven hundred (700) hours, except as otherwise provided herein. In the case of a NEW MEMBER who joins this unit with more than seven hundred (700) hours in his/her PTO bank pursuant to his/her former collective bargaining agreement with Saginaw County, NEW MEMBER shall retain that number of hours when entering this unit, but said hours shall be limited as follows: All hours over 700 shall be reduced by one fifth (20%) per year so that the NEW MEMBER has no more than 700 hours by the end of the fifth (5th) year as a member of this unit. Should the NEW MEMBER separate from employment during this period for any reason, the NEW MEMBER shall not be compensated for more than 50% cash value of the unused PTO, up to a maximum of six hundred (600) hours, in accordance with Section 3 herein.

## Section 3.

Upon termination of employment of any CURRENT MEMBER of this unit due to resignation, death, retirement, dismissal or layoff, the CURRENT MEMBER shall be compensated at 50% cash value for the unused PTO up to a maximum of nine hundred sixty (960) hours (maximum payout of 480 hours at the CURRENT MEMBER's current rate of compensation) through date of termination that such employee has accrued.

Upon termination of employment of any NEW MEMBER of this unit due to resignation, death, retirement, dismissal or layoff, the NEW MEMBER shall be compensated at 50% cash value for the unused PTO up to a maximum of six hundred (600) hours (maximum payout of 300 hours at the NEW MEMBER's current rate of compensation) through date of termination that such employee has accrued.

## 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. Approval of continuous period of PTO use in excess of fourteen (14) working days shall require special authorization by the Sheriff and the decision of whether to grant such continuous periods is the exclusive decision of the Sheriff or his designee.

Bargaining unit employees may bid for PTO/vacations on a classification seniority basis, as referenced in Section 1d of Article 8, 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) calendar 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. Sergeants will be permitted to have a minimum of two (2) persons per division on PTO at a time.

#### F. Voluntary Transfers

1. 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 calendar 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.

Union members may donate earned PTO hours on an individual basis to a fellow unit member to supplement workers compensation or disability with the understanding the recipient member accepts all tax liability and the donors must give two weeks notice of donation to the payroll department, donations must be in 10 hour increments and the donors bank cannot fall below 80 hours.

Section 14.

PTO compensation will be used in computing Final Average Compensation (FAC).

ARTICLE 14  
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 reoccurrence 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 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.

ARTICLE 15  
LONGEVITY

Section 1.

CURRENT MEMBERS of this unit (those employed in this unit prior to January 24, 2006) who have completed six (6) 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. Regular full time CURRENT MEMBERS of this unit shall receive seventy dollars (\$70) for each full year of continuous service. NEW MEMBERS of this unit (those employed in this unit on or after January 24, 2006) are not eligible for nor shall they receive longevity pay, unless they were receiving longevity pay pursuant to their former collective bargaining agreement with Saginaw County, in which case NEW MEMBERS shall receive longevity pay as if they were CURRENT MEMBERS.

An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1st of the payment year, shall receive pro rata longevity pay for the year. An employee who is laid off subsequent to September 1st of the payment year, who would otherwise have been eligible for longevity pay on December 1st, shall receive pro rata longevity for the year.

ARTICLE 16  
INSURANCE

Section 1.

Health Insurance for CURRENT MEMBERS of this unit (those employed in this unit prior to January 24, 2006) and NEW MEMBERS of this unit (those employed in this unit on or after January 24, 2006):

The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semi-private service for regular full-time employees and their authorized dependents as defined by the insurance carrier effective the first day of the month following six months of completed full-time service.

The County shall continue to pay the premium 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.

The coverage provided for CURRENT MEMBERS only shall be under the Saginaw County Health Care Program, with either the PPO Option #1 with a 20% employee co-payment; PPO Option #2 with a 10% employee co-payment; Community Blue 1 with a 10% employee co-payment; or PPO Option #8 with a 0% employee co-payment, or comparable coverage. The specifics are outlined in literature for either PPO Options 1, 2, or 8; or Community Blue 1. The coverage provided for NEW MEMBERS shall be under the Saginaw County Health Care Program PPO 8 only with a 0% employee co-payment, or comparable coverage. The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons



of cost or service. If a NEW MEMBER joins this unit having PPO Option #1; PPO Option #2; PPO Option #8 or Community Blue 1, which was provided under his/her former collective bargaining agreement with Saginaw County, he/she shall be entitled to health care coverage as if he/she were a CURRENT MEMBER.

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

Effective January 1, 2011, those employees enrolled in PPO1 and PPO2 shall be subject to the following benefit changes, in summary (some of these changes may already apply):

- a. For Hospital Outpatient Emergency Room Services, a \$50 co-pay shall apply, and will be waived if admitted or for accidental injury;
- b. For Office Visits, a \$20 co-pay shall apply;
- c. A \$100/200 annual deductible shall apply for services provided in-network (\$100 for each individual; \$200 per family) pursuant to BC/BS rules and regulations;
- d. A \$200/\$400 annual deductible shall apply for services provided out-of-network (\$200 for each individual; \$400 per family) pursuant to BC/BS rules and regulations;
- e. For Prescription Drugs, a \$10 co-pay for generic drugs shall apply; and a \$40 co-pay for name-brand drugs shall apply.

Effective January 1, 2011, those employees enrolled in PPO8 shall be subject to the following benefit change, in summary:

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

Benefits provided under the PPO Plans and Community Blue 1 are attached hereto. See Saginaw County Health Care Program details for more information.

## Section 2.

### Option To Health Insurance Coverage:

An employee who is eligible to receive or presently enrolled in a County Health Insurance program may choose to receive one hundred fifty (\$150) 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.

Section 3.

Health Insurance for Retirees:

PART A – Applicable to CURRENT MEMBERS only

To be eligible for retiree health insurance, an employee must satisfy both the age and continuous length of service requirements associated with retirement under the MERS DB Plan, even if the employee is a member of the ICMA-DC Plan. An 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 table below, provided proper application is made prior to retirement and the employee and/or his/her 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 table below.

An 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 table 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 table below. Employees may purchase insurance for non-covered eligible dependents at group rates, at their option.

Payment shall be in accordance with the number of continuous years actually worked for Saginaw County, regardless of the total number of credited years of service held by the employee for the purpose of calculating the County Defined Benefit Pension through MERS.

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

20 & Over

95%

5%

All retirees may continue with the Current PPO program or Community Blue 1 Plan within which they are enrolled except that subscribers and their dependents shall be converted to Medicare Complementary Coverage upon reaching 65 years of age or otherwise becoming eligible for Medicare. All plan members shall be converted to Medicare Complementary Coverage when either the subscriber or a covered dependent reach 65 years of age or otherwise becomes eligible for Medicare coverage. They must enroll for both Parts A and B of Medicare. It is each individual's personal responsibility to contact the Social Security Administration regarding Medicare. The health care option in which the person is enrolled at the time of retirement must be the option that the retiree remains covered under until Medicare eligible age, or conversion to Medicare. If a plan member who becomes eligible for Medicare conversion dies before the other plan member is eligible for Medicare, then the surviving plan member shall be transferred to the PPO plan in which they were enrolled prior to the conversion. The members understand that the PPO plan most likely will cost them additional out of pocket costs if they choose to live anywhere other than Saginaw County during their retirement. It is also acknowledged that there will be no opportunity to switch plans. Employees who are eligible for retiree health coverage and are retiring, may elect to receive instead, a monthly stipend in lieu of said coverage, provided they are not covered under a County health plan. Stipend amounts are modified from time to time by direction of the Board of Commissioners. Individuals electing this option may not re-enter the health coverage program under any circumstances.

For the specified time period only, as stated herein, CURRENT MEMBERS may refuse the retirement health insurance provided in this Section and shall thereby be enrolled in the Plan described in PART B for NEW MEMBERS. CURRENT MEMBERS refusing traditional retirement health insurance shall never be eligible for the retirement health insurance provided in this Section or any other retirement health insurance provided by the County at any time in the future. CURRENT MEMBERS who refuse retirement health insurance and thereby become enrolled in the Plan shall be paid a one time incentive of Fifteen Thousand Dollars (\$15,000) by the County. The employee shall be responsible for any and all tax consequences associated with the incentive payment. This paragraph shall terminate on September 30, 2012; and on said date, this paragraph shall be considered null and void and be eliminated from this Agreement.

#### PART B – Applicable to NEW MEMBERS

NEW MEMBERS shall not be eligible for retirement health insurance provided under Section 3 PART A above or any other retirement health insurance that may be provided by the Employer in the future. NEW MEMBERS 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 a percentage of their salary ranging from 0.25% to 7%. This amount may be increased at any time, but never be decreased, per the HCSP's rules. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

If a NEW MEMBER joins this unit having been eligible for retirement health insurance coverage pursuant to his/her former collective bargaining agreement with Saginaw County, the

NEW MEMBER shall be entitled to retirement health insurance coverage as if he/she were a CURRENT MEMBER.

#### Section 4. Dental Insurance:

The Employer agrees to pay the premium except as otherwise provided in this article for a dental plan for employees and authorized dependents as follows:

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 5. 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. Retirees will be insured for \$4,000 group term life.

#### Section 6. 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 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 7. 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 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 8. 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 9. Employee Co-payment:

In respect to the insurance coverages designated in Section 1 and 3 of this Article, it is agreed that employees shall pay Ten percent (10%) of the cost of the PPO2 or Community Blue 1 health plan and dental plan; Twenty percent (20%) of the cost of the PPO1 health plan; and Zero percent (0%) of the cost of the PPO8 health plan. The Employer shall pay the remaining cost of the premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders.

Section 10. 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 8.

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 2 of this Article, all insurance coverage will terminate on the last day of the month in which separation occurs. Health and Dental Coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

#### Section 11. 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 12. 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 Federal Internal Revenue Service, shall be eligible for vision insurance. 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 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 and \$25.00 for lenses and frames or contact lenses.

#### Section 13. 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 14. Blue Cross/Blue Shield Michigan Savings Refund.

Historically, the County of Saginaw receives an annual Michigan Savings Refund (Refund) from Blue Cross/Blue Shield of Michigan (BCBSM). This annual Refund has been based on physician and other medical provider settlements; pharmacy recoveries; and prescription drug rebates. The EMPLOYER agrees to provide each bargaining unit employee who is eligible to receive employer-sponsored health benefits a pro-rata share of the annual Refund on or before

March 31 of the following year for "refund years" 2010 and 2011 (e.g. 2010's annual Refund share, if any, will be distributed by March 31, 2011). For purposes of this Section, "refund years" mean the 12-month periods recognized by BCBSM (historically from December 1 through November 30). The pro-rata share shall be based on the total number of County employees eligible to share the annual Refund amount. Eligibility for the pro-rata share of the Refund is contingent on the employee having been employed the entire "refund year," as no shares will be prorated.

By way of example only, using 2008's Refund in the amount of \$246,071.91, if 500 employees had been eligible to receive the annual Refund, each employee who was employed during the entire 2008 "refund year" would have received approximately \$492 by March 31, 2009. Further, if an employee had left employment on November 29, 2008, said employee would not have been eligible for nor would he/she have received any share of the Refund for that "refund year."

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

#### Section 15. 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.

### ARTICLE 17 LAYOFF 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 twelve (12) months of employment in this Union, unless extended by mutual agreement) will be laid off first, provided the employees with seniority retained can perform the available work. Layoff shall be by classification with the least time in grade employee laid off first. Employees subject to lay off shall be provided an opportunity to bump into Unit I provided he/she has more Departmental seniority.

#### Section 2.

Seniority employees will be laid off according to time in grade 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 seven (7) calendar days notice of layoff. The steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

a.) When the work force is to be increased after a layoff, the employees will be

recalled 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.

### Section 3.

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 18 GENERAL

### Section 1. Joint Safety Committee.

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. The written safety code shall contain the following safety regulations to take immediate effect upon ratification of this Agreement.

#### a.) Equipment.

Proper equipment such as helmets, nightsticks, flashlights, first aid kits, chemical repellent, flares, raincoats, shotguns and ammunition, shall be made available to all employees on duty any normal eight (8) hour tour of duty.

### Section 2. Equipment and Clothing.

The Employer shall furnish employees all necessary equipment and articles of clothing required by the Sheriff in the performance of their duties. The Sheriff shall keep same in safe operating condition and good repair.

### Section 3. Accessories.

The Employer shall furnish all certified officers, all necessary equipment such as patches, bars, stripes and name tags and replace such items as necessary based on normal wear. Equipment lost by the employee shall be replaced by the employee.

### Section 4. 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/her personnel file consistent with P.A. 397.

#### Section 5. 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 handgun a minimum of twice (2) yearly. Failure to qualify with the service handgun may be grounds for disciplinary action.

#### Section 6. Union Representatives.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the stewards of the Local Union 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 7. 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.

#### Section 8. Mileage.

Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage allowance at a rate the same as the Internal Revenue Service rate for that period.

#### Section 9. Vehicles.

If a vehicle should be regarded as defective, an employee should immediately inform his/her immediate supervisor. If the supervisor determines the car to be defective, he/she 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 10. Injury on the Job.

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 11. Accidents.

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

#### Section 12. 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 and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the steward of the Local Union. 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 13. 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/her selection shall not be arbitrary or capricious.

#### Section 14. Higher Classification/Special Pay.

If an employee is required to work in a higher classification for a two (2) hour shift or more, he/she shall receive the higher rate of pay in said classification.

#### Section 15. 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 16. Outside Employment.

The Sheriff must be notified of any paid outside employment engaged in by the employee. All paid outside employment must be approved by the Sheriff prior to initiation of any outside work, which shall not exceed twenty (20) hours per week, and renewal of that approval must be requested by the employee, and approved by the Sheriff, by each January 15th of every subsequent year. Additionally, the Sheriff may revoke approval at any time, at his sole discretion, which shall not be arbitrary or capricious. Employees found employed at another job without informing the Sheriff and receiving permission may be disciplined.

#### Section 17. Bonding.

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

#### Section 18. New Classification Pay.

When the Employer assigns rates of pay to new classifications or adds new work assignments to present classifications, the Union may challenge such rates through the Grievance Procedure.

Section 19. Call In Pay.

An employee called in for duty for other than his/her regular eight (8) hour shift, shall receive a minimum of two (2) hours call in time for which he/she shall be paid at time and one-half (1 1/2) inclusive of court appearances, except that if the court time is scheduled within one hour of the start of his/her regular shift it shall be viewed as a continuation of the shift and hours worked shall be treated accordingly.

Section 20. Overtime Assignments.

Overtime assignments shall be made among employees engaged in similar work as far as practicable on a rotating basis while still maintaining efficiency of operation. In the event the Employer fills a vacancy in a bargaining unit position or there are additional work opportunities in a bargaining unit position that result in overtime, they shall first be offered to bargaining unit members before being offered or assigned to employees outside of the bargaining unit.

Section 21. Locker Facilities

The Employer will provide wash rooms and lockers for the changing and storing of clothing. Whenever possible, the Sheriff or his designee will not open lockers for inspection. The Employer and employees understand that an expectation of privacy does not accompany provision of a locker. Further, all employees who utilize employer's lockers shall not hold the Employer responsible for any of the employee's personal belongings which the employee may choose to place in a locker.

Section 22. Gender Clause

Expressions of gender are for convenience and if used should be viewed as representing both male and female.

Section 23. Notification of Absence

Any employee of the County who finds it necessary to be absent from his or her work shift due to illness shall notify the on duty sergeant 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.

ARTICLE 19  
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 made on or about June 15 and December 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. The rate of compensation on a monthly basis will be \$50.00 per month.

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 20  
WORKERS COMPENSATION

Section 1.

In the event an employee sustains an occupational injury, he/she will be covered by applicable Workers Compensation Laws. Any employee sustaining an occupational injury, shall receive the first seven (7) calendar days with pay not chargeable to any other benefit. The employee shall fill out the appropriate Workers Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries. Fringe benefits which will not be lost will be health insurance, dental insurance and life insurance. PTO accrual will continue for first ninety (90) calendar days only.

Section 2.

An employee shall be entitled to use his/her PTO bank to supplement Workers Compensation payments to 100% of his/her regular net pay. Average net pay and Workers Compensation payments shall be as defined by the applicable Michigan Workers 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.

ARTICLE 21  
PENSION

Effective January 1, 2000, the retirement program shall be as follows:

1. Michigan Municipal Employees Retirement system plan B-4 (2.50% of members final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of members final average compensation.
2. FAC 5 - Final average compensation is computed on the highest 60 consecutive months of earning, divided by 5.
3. 25-out (Standard retirement requires 25 years of service with no minimum age requirement).
4. F55/15.
5. Employees shall be vested (entitled to applicable pension benefits) after six years of credited service with pension payable at age 60.

All new hires after 9/1/94 that become members of the unit will become members of the Saginaw County Defined Contribution Plan currently administered by the International City/County Management Association. The County reserves the right to change administrators if it appears that it is the best interest of plan members. All individuals promoted into the unit from Saginaw County employment who are covered by the Defined Contribution Plan shall continue with that plan.

Any individual who is promoted from Unit I to Unit II, will be allowed to retain his/her current Unit I Retirement Benefits, at the Unit I employee contribution rate. This clause shall apply to Defined Benefit (MERS) employees, only.

The Saginaw County Defined Contribution Plan provides for the following benefits:

For CURRENT MEMBERS (those employed in this unit prior to January 24, 2006)

Employer Contribution	Employee Contribution	Total
6%	0%	6%
9%	3%	12%

For NEW MEMBERS (those employed in this unit on or after January 24, 2006)

Employer Contribution	Employee Contribution	Total
3%	0%	3%
6%	6%	12%

If NEW MEMBERS join this unit having the same employer/employee contributions as those provided for CURRENT MEMBERS herein, pursuant to their former collective bargaining agreement with Saginaw County, those NEW MEMBERS shall be entitled to the employer/employee contributions as if they were CURRENT MEMBERS.

The employee may select one (1) of the above contribution plans initially upon being hired. Under the Saginaw County Defined Contribution Plan, the employee will be provided with maximum portability of both the employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings on the employee contributions and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

Service Time	Retained By Employee
Up to and including 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 71 months	75%
72 months plus	100%

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employers and the employee funds. The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA.

ARTICLE 22  
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his/her 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 23  
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 XXIII.

ARTICLE 24  
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 shall apply. 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 25  
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 26  
WAGES

Rates for current Sergeants are as follows:

	Entry	1st Year	2nd Year
<i>10/1/2009 through 9/30/2012</i>	\$54,320	\$56,504	\$58,685

Effective October 1, 2009: No base wage increase.

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

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

In order to receive the lump sum payment, employees must be employed in this bargaining unit on October 1 of the respective year and at the time of ratification by both parties (e.g. employees becoming members of this bargaining unit on October 2 or thereafter are not entitled to the lump sum for that year; likewise, employees in this bargaining unit on October 1, but who leave this bargaining unit after October 1 shall be entitled to the lump sum for that year, as long as they are members of the bargaining unit upon ratification). Lump sum payments shall not be prorated during the year. Payment of lump sums shall be made as soon as practicable after October 1 of each year.

ARTICLE 27  
TERMINATION OF AGREEMENT

Section 1.

This Agreement shall become effective as of the date of ratification by both the Union and the Employer except that wages and lump sums, as applicable, shall be retroactive to the dates as indicated in Article 26. The Agreement shall be in full force and effect to and including September 30, 2012 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) calendar 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, as least sixty (60) calendar days prior to September 30, 2012 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.

## ARTICLE 28 DRUG TESTING, PSYCHOLOGICAL TESTING

### Section 1. 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 employees 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) calendar 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) calendar 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.

### Section 2. 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 employees 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. Employees shall be given copies of any and all reports, evaluations, test results and any other document(s) provided to the Employer by the testing agency, upon being received by the Employer.

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

## ARTICLE 29 RESIDENCY


### Section 1.

There shall be no residency requirement for members of this collective bargaining unit, however, it is agreed by all parties that it is each employee's responsibility to ensure their ability to report to work at assigned times.

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


County

Saginaw County Board of Commissioners  
Saginaw County Sheriff Department

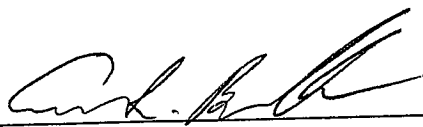
  
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Michael P. O'Hare  
Chair, Board of Commissioners

  
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William L. Federspiel  
Sheriff, Saginaw County

APPROVED AS TO SUBSTANCE:

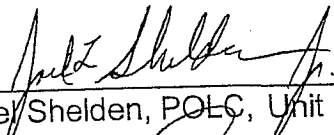
  
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Marc A. McGill  
Saginaw County Controller/CAO


APPROVED AS TO LEGAL FORM:

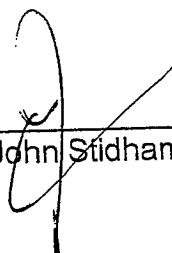
  
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André R. Borrello,  
Gilbert, Smith & Borrello, PC

Union

Police Officers Labor Council

  
\_\_\_\_\_  
Joe Shelden, POLC, Unit II

  
\_\_\_\_\_  
Craig Irvine, POLC, Unit II

  
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John Stidham, Field Representative



§ 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).		
(2) Cocaine metabolites (Benzoylecgonine).	300	150
(3) Phencyclidine (PCP) ....	25	25
(4) Amphetamines .....	1000	500
(i) Amphetamine .....		500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)
(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.

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 HEALTH BENEFITS



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

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

# SAGINAW COUNTY HEALTH BENEFITS

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

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

IN-NETWORK

OUT OF NETWORK

# SAGINAW COUNTY HEALTH BENEFITS

BENEFITS	PPO1	PPO2	PPO1 & PPO2	TRADITIONAL RETIREES
Pre-determination Participating Hospitals Request in Michigan	PAR Hospital requests	PAR Hospital requests	Non-Par	Required by physician out of state.
<b>Physicians Care Preventive Services</b>				
Health Maintenance Exam 1 per calendar yr.	Covered	Covered	Not Covered	Covered
Annual Gynecological Exam 1 per calendar yr.	Covered	Covered	Not Covered	Covered
Mammography Screening 1 per calendar year - no age restrictions	Covered	Covered	Not Covered	Covered
Screening Services 1 per calendar year	Covered	Covered	Not Covered	Covered
CBC				
Chemical Profile				
Urinalysis				
Chest X-Ray				
EKG				
Cholesterol Screening				
TB Tine 1 every two yrs.				
Pap Smear	Covered	Covered	Not Covered	Not Covered
Child Immunizations	Covered	Covered	Not Covered	Not Covered
Adult Immunizations: Influenza, Pneumococcal, Hemophililla	Covered	Covered	Not Covered	Not Covered
Well Baby Visits	Covered	Covered	Not Covered	Not Covered
6 visits up to age 1				
6 visits between ages 1 & 2				
3 visits between ages 2 & 3				
3 visits between ages 3 & 4				
1 visit between ages 4 & 16				
Flexible Sigmoidoscopy	Covered	Covered	Not Covered	Not Covered
Colonoscopy Screening	Covered	Covered	20%	Covered
Fecal Occult Blood Screening	Covered	Covered	Not Covered	Not Covered
Prostate Specific Antigen (PSA)	Covered	Covered	Not Covered	Covered

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



# SAGINAW COUNTY HEALTH BENEFITS

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

# SAGINAW COUNTY HEALTH BENEFITS

BENEFITS	IN-NETWORK		OUT OF NETWORK		TRADITIONAL RETIREES
	PPO1	PPO2	PPO1 & PPO2		
Deductible/Copayments/Maximums	NA	NA	NA	Required/Master Medical Only	Required/Master Medical Only
Claim Forms					
Annual Deductible	\$100 Individual/\$200 Family Deductible	\$100 Individual/\$200 Family Deductible	\$200/400		\$100 Individual/\$200 Family - Master Medical Only
Copayments *Percentage	NA	NA		20% unless otherwise specified. Note: Services without a network are covered at In-network level.	20% General, 50% Psychiatric for Master Medical only.
*Fixed	\$20 Office Visit, \$50 Emergency Room	\$20 Office Visit, \$50 Emergency Room	\$50 Emergency Room		NA
Preventive Care Maximum - Annual	As stipulated	As Stipulated	Not Covered		NA

# SAGINAW COUNTY HEALTH BENEFITS

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

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



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

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

### In-network

### Out-of-network

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

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

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

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

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

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

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

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

**Physician office services**

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

**Emergency medical care**

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

**Diagnostic services**

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

**Maternity services provided by a physician**

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

**Hospital care**

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

**Alternatives to hospital care**

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

**Surgical services**

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

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

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

**Mental health care and substance abuse treatment**

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

**Other covered services**

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



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

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

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

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

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

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

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.  
**Note:** A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

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



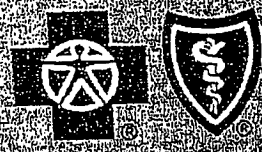
### Features of your plan

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

### Optional riders

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





**Benefits-at-a-Glance**

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

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

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

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

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

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

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

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

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

Preventive care services - No annual maximum		
Benefits	In-Network	Out-of-Network
Health maintenance exam - Includes chest x-ray, EKG and select lab procedures - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Gynecological exam - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Pap smear screening (laboratory and pathology services)-one per calendar year	Covered - 100 percent of the approved amount	Not covered
Well-baby and child care	Covered - 100 percent of the approved amount	Not covered
<ul style="list-style-type: none"> <li>iii 6 visits, birth through 12 months</li> <li>iii 6 visits, 13 months through 23 months</li> <li>iii 6 visits, 24 months through 35 months</li> <li>iii 2 visits, 36 months through 47 months</li> <li>iii Visits beyond 47 months are limited to one per member, per calendar year under the health maintenance examination benefit</li> </ul>		
Adult and Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM	Covered - 100 percent of the approved amount	Not covered
<ul style="list-style-type: none"> <li>iii Note: Immunizations for travel to foreign countries are not covered.</li> </ul>		
Fecal occult blood screening - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Flexible sigmoidoscopy exam - one per calendar year	Covered - 100 percent of the approved amount	Not covered
Prostate specific antigen (PSA) screening - one per calendar year	Covered - 100 percent of the approved amount	Not covered

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

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

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

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

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

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

Hospital care		
Benefits	In-Network	Out-of-Network
Semiprivate room - inpatient physician care, general nursing care, hospital services and supplies - unlimited days	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
<ul style="list-style-type: none"> <li>ii Note: Maternity care and routine newborn nursery care during a mother's eligible hospital stay. Under federal law, we generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than: <ul style="list-style-type: none"> <li>iii 48 hours following a vaginal delivery</li> <li>iii 96 hours following a delivery by cesarean section</li> </ul> </li> <li>iii Note: Non-emergency services must be rendered in a participating hospital.</li> </ul>		
Inpatient consultations	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Chemotherapy	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

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

Surgical services		
Benefits	In-Network	Out-of-Network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility.	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
<ul style="list-style-type: none"> <li>iii Note: Benefit also includes related surgical services such as colonoscopy services.</li> </ul>		
Presurgical consultations	Covered - 100 percent of the approved amount	Covered - 80 percent of the approved amount after deductible
Voluntary sterilization	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

Human organ transplants		
Benefits	In-Network	Out-of-Network
Specified human organ transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100 percent of the approved amount	Covered - 100 percent of the approved amount
<ul style="list-style-type: none"> <li>ii Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services</li> </ul>		
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Kidney, cornea and skin transplants	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Specified oncology clinical trials	Covered - 100 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

Mental health care and substance abuse treatment		
Benefits	In-Network	Out-of-Network
Inpatient mental health care	Covered - 80 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Inpatient substance abuse treatment - limited to \$15,000 each calendar year with a lifetime maximum of \$30,000	Covered - 50 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible
Outpatient mental health care		
<ul style="list-style-type: none"> <li>ii Facility and clinic</li> </ul>	Covered - 80 percent of the approved amount after deductible	Covered - 80 percent of the approved amount after deductible

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

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

**Blue Preferred Rx® Prescription Drug Coverage**

Note: Effective February 1, 2010, the mail order pharmacy for specialty drugs changed to Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Entrelco and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 866 - 515 - 1355.

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

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

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

Prior Authorization/ Step Therapy Drugs

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

Covered - 100 percent of the approved amount less plan copay

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

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

Prescription Drug other benefit information

Benefits

Prescription Drug Preauthorization

Drug Interchange and generic copay waiver

Quantity limits

Prescription drug preferred therapy

Network Pharmacy

Requires approval for select prescription drugs before prescription are filled

Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at [bcbsm.com](http://bcbsm.com).

iii If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.

Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at [bcbsm.com](http://bcbsm.com).

A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications before prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication. Before filing your initial prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at [bcbsm.com](http://bcbsm.com), along with the preferred medications. If our records indicate you have already used the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect all targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.

Non-network Pharmacy

Requires approval for select prescription drugs before prescription are filled

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