

12/31/95

**AGREEMENT**

**SAGINAW COMMUNITY**

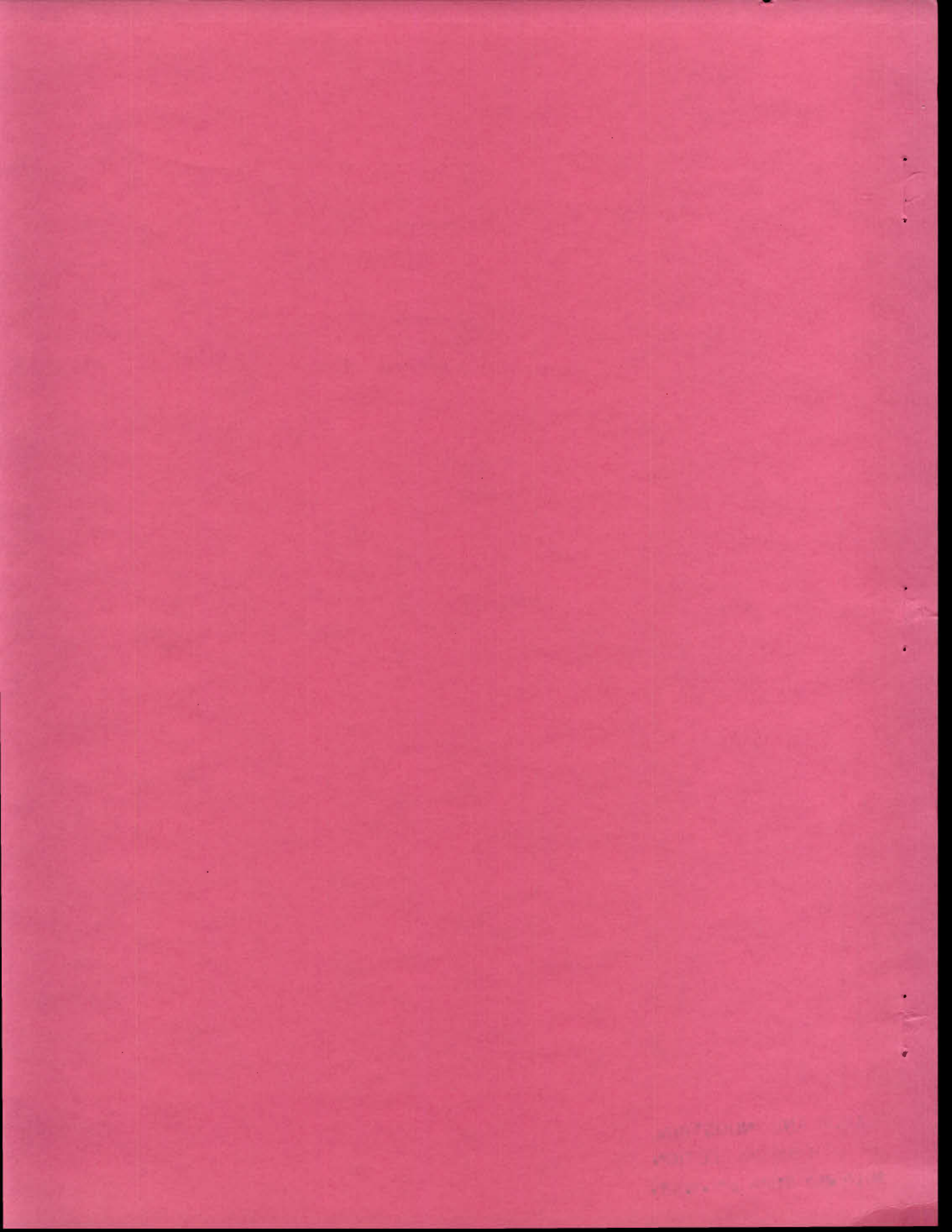
**MENTAL HEALTH EMPLOYEES UNION**

**and the**

**COUNTY OF SAGINAW**

**January 1, 1992 to December 31, 1995**

*Saginaw County*



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## AGREEMENT

THIS AGREEMENT is entered into this 22nd day of May, 1992, between the County of Saginaw, a Municipal Corporation of the State of Michigan, hereinafter referred to as the "County", and the Saginaw Community Mental Health Employees' Union, a non-profit labor organization, hereinafter referred to as the "Union." The use of personal pronouns contained herein shall refer equally to the female and male gender.

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

### DEFINITIONS

A. "Union" shall be defined as the officers, representatives and members of the Saginaw Community Mental Health Employees' Union, a non-profit labor organization, within the scope and meaning of Act 379 of the Public Acts of 1965 as amended.

B. "County" shall be defined as the elected and/or appointed representatives of the County of Saginaw, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Act 379 of the Public Acts of 1965, as amended.

C. "Regular Full-Time Employee" is an employee normally scheduled to work seventy-two (72) hours or more during the normal bi-weekly pay period.

D. "Regular Part-Time Employee" is an employee who, on a regular basis, works forty (40) or more hours but less than seventy-two (72) hours during the normal bi-weekly pay period.

E. "Casual Employee" is an employee who works less than forty (40) hours during the bi-weekly pay period. Casual employees are excluded from membership in the Bargaining Unit, however, said employees who work an average of forty (40) hours or more bi-weekly in any fourteen (14) consecutive week periods will be reclassified to regular part-time and will be eligible to become members of the Bargaining Unit.

There may be no more than two (2) casual employees employed in any agency program at any time, excluding transportation, residential, and crisis services. Casual employees shall be hired through the open

competitive selection process provided and administered by the County Personnel Department. The Employer will not use any casual employees for the purpose of displacing Bargaining Unit personnel.

No casual employee may be hired unless there has been a posting for that position within the previous 120 calendar days.

F. "Temporary Employee" is an employee who is hired to replace an absent regular full-time or regular part-time employee for the period of such absence; and/or is an employee who is hired, or contracted from an outside source for a specific project or heavy work load periods for a period of twenty (20) weeks or less.

Temporary employees shall be excluded from membership in the Bargaining Unit.

Temporary employees shall be hired through the open competitive selection process provided and administered by the County Personnel Department. The employer will not use any temporary employees for the purpose of displacing bargaining unit personnel.

G. "Probationary Employee" shall be defined as any employee having less than six (6) months employment with the County.

H. "Promotion" is defined as movement of an employee from a lower grade to a higher grade or from regular part-time to regular full-time status in an equal grade.

PREAMBLE

It is the general purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the services provided by Saginaw County Mental Health Center under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quality of output, cleanliness, protection of property and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. It is further recognized that it is in the best interests of the County, and the Union, and their respective representatives at all levels that all dealings pursuant to the Agreement continue to be characterized by fairness, good faith and in the spirit of mutual respect for the duties and responsibilities which each party has in serving the public good.

### MANAGEMENT RIGHTS

The Employer retains the sole right to manage its affairs, including but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the business hours of its establishments; to decide the types of services it shall provide including the scheduling and means of providing such services; to study and/or introduce new and improved methods or facilities; to maintain order and efficiency in its programs; to promulgate reasonable work rules; to hire, lay-off, assign, transfer and promote employees; to discipline, discharge and suspend for cause; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force and to determine the qualifications of its employees and standards of workmanship; and all other rights subject only to clear and expressed restrictions governing the exercise of these rights as are expressly provided for in this Agreement.



**ARTICLE I**

**RECOGNITION AND SECURITY**

**Section I:1 - Recognition**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees as defined herein and as listed herein in Appendix A, or as certified in MERC, #R84K284, but excluding all management employees, professional employees classified as Recipient Rights Officer, Public Information Officer, Psychiatrist, two (2) Steno Secretaries as confidential employees, Casual and Temporary Employees, and excluding all other employees of the Employer.

**Section 1:2 - Security**

The County agrees not to aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or to make any agreement with any such group or organization for the purpose of undermining this Union. The County will make available to all employees in the Bargaining Unit a copy of this Agreement upon request.

**Section 1:2a - Non-Discrimination**

The parties to this Agreement, hereby agree that they shall not discriminate against any employee covered by this Agreement because of age, race, sex, color, religion, national origin, handicap (as required by State and Federal Laws, applicable to public employers), membership or nonmembership in any labor organization.

**Section 1.2b - Employees Covered**

A full-time employee shall be entitled to all benefits under this Agreement. Temporary and Casual employees shall have no benefits under the terms of this Agreement except as provided for under the definition of casual employee. A Regular Part-time employee shall receive only those benefits specifically enumerated, as follows:

- (a) Be paid in the same grade as a full-time employee in the same classification.
- (b) Advance on the salary scale at double the time intervals.
- (c) Receive vacation benefits at one half (50%) of the full-time rate.

- (d) Receive holiday pay at one half (50%) of the full-time rate.
- (e) Be a member of and accrue retirement service in accordance with the rules of the Michigan Municipal Employees Retirement System.
- (f) Be eligible for hospitalization coverage in accordance with Article XII, Section 12.1.
- (g) Receive longevity pay in accordance with Section 8:1.
- (h) Receive funeral leave in accordance with Article X, Section 10.10, without loss of pay or benefits.

### Section 1.3 Agency Shop

Employees who are members of the Union shall as a matter of course, on or after 30 calendar days of employment, or the effective date of this Agreement, whichever is later, as a condition of employment, pay to the Union each month, the dues and initiation fees uniformly required. On or after 30 calendar days following the beginning of employment or effective date of this Agreement, whichever is later, present or future employees shall either become members of the Union and pay to the Union each month the dues and initiation fees uniformly required, or in the event the employee has not made application for Union membership, on or after 30 calendar days following the commencement of his/her employment, or effective date of this Agreement, whichever is later, shall as a condition of employment pay to the Union each month, a service fee representing an amount related to collective bargaining purposes only.

Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the Bargaining Unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- (a) The Union has notified the employee by certified mail, addressed to his address last known to the Union, spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Employer for termination from employment as provided herein, and,

(b) The Union has furnished the Employer with written proof that the foregoing procedure has been followed and has supplied the Employer with a written demand that employee be discharged for failure to conform to the provisions of this Article. The Union shall provide the Employer, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee.

The Employer shall then provide the employee with two weeks' termination notice specifying the date he will be discharged if delinquent dues or fees are not tendered on or before one day prior to the discharge date.

The Union will indemnify and save the Employer harmless for all sums checked off and/or remitted to the Union together with all costs, including attorney's fees and damages incurred by the Employer in connection with this Article.

#### Section 1:4 - Check-Off

The Employer shall check-off fees in the amounts provided by the Union, if the fee amount is provided in the form of a flat monthly fee (adjusted no more than twice per employee in a calendar year).

The Employer will check-off fees and monthly dues on the basis of individually signed check-off authorization cards and forms that have been agreed to by the Employer and the Union. A properly executed copy of the form authorizing check-off by an employee shall be delivered to the Employer before any payroll deductions are made. Deductions shall become effective the first day of the month following the month the authorization is delivered to the Employer and shall be deducted from the second pay of the month and each month thereafter. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the Bargaining Unit. An employee who declines to sign the proper authorization card shall pay his/her dues or fees each month directly to the Treasurer of the Union on or before the day the dues or fees are deducted from those who sign the check-off authorization cards.

In the event an employee has no pay due or insufficient pay to permit the deduction on the second pay of the month, he pays no dues and the deduction shall be made on the second pay of the next following month. The

Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, the Employer shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union. The Employer agrees to give written notice to the Union of all new and terminated employees including temporary and casual employees, within 30 calendar days of each such personnel change. Such notices shall indicate job classification. The Employer shall also identify those employees with insufficient pay to permit Union dues deduction.

In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

All sums deducted by the employer shall be remitted to the Union Treasurer (at an address to be designated by the Union) no later than ten (10) calendar days after such deductions are made. A list of employees and individual deductions shall be included with the check.

ARTICLE II

UNION BARGAINING COMMITTEE

Section 2:1 - Composition

For the purpose of contract negotiations, the bargaining committee of the Union shall include not more than six (6) employees of the County of Saginaw who are covered by the Agreement and who are members of the Union. The Union shall submit to the County, in writing, the names and addresses of its employees in the bargaining committee, prior to negotiations, and in the event of change in negotiations, at least five (5) working days prior to the next session.

## ARTICLE III

### SENIORITY

#### Section 3.1 - Seniority Date

A regular full-time employee's seniority shall date from his/her most recent starting date of full-time employment with SCMHC.

A regular part-time employee's seniority shall date from his/her most recent starting date of part-time employment with SCMHC.

Job classification seniority shall mean the length of continuous time that an employee has worked in a job classification, commencing with the employee's first full day of work within that classification and within the Bargaining Unit. An employee shall have seniority in no more than one classification at one time. There shall be separate seniority lists for regular full-time and regular part-time employees. Provided seniority is not broken as defined in Section 3.4 of this article, full-time employees may count 50% of their regular part-time service, if any, toward their seniority date and regular part-time employees may count full-time service toward their seniority date.

A County employee, who without a break of service, is hired in the Saginaw County Mental Health Center, will be subject to all terms and conditions of a new hire, except his/her county date of hire will be used for purposes of longevity, vacation, and retirement only.

#### Section 3.2 - Probation

New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulating six (6) months of employment, he/she shall be entered on the seniority list of the Unit and shall rank for seniority from the day six (6) months prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

The Union shall represent newly hired probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other specified conditions of employment as set forth in Article I of this Agreement, except in matters of discharge and discipline for other than Union activity.

### Section 3.3 - Top Seniority

One (1) member of the Union Grievance Committee shall head the seniority list within the Bargaining Unit for the purpose of layoff and recall only. Said member shall be designated in writing by the Union to the County. The person so designated shall not be kept at work during periods of layoff unless he/she is qualified to perform the available work.

### Section 3.4 - Termination of Seniority

An employee's seniority and his/her employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Voluntary quitting. (Not reinstated within ten (10) days.)
- (b) Discharge for cause. (Not reinstated by the grievance procedure or MERC.)
- (c) Layoff or absence because of illness or injury not covered by Workmen's Compensation for a continuous period in excess of the employee's seniority at the time the layoff or absence because of illness began, or for two (2) years, whichever is shorter -- provided, however, that absence due to a compensable disability incurred during the course of employment shall not break continuous service, provided the employee has returned to work within thirty (30) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.
- (d) Absence from work for a period of three (3) consecutively scheduled work days without notification to the immediate supervisor or designee during such period of the reason for the absence, except if the employee requests a hearing by the sixth (6th) day after the Employer notifies the employee by certified mail to his/her last known address that he/she is being terminated and proves to the Employer good cause preventing contact with the Employer, then seniority will not be terminated.
- (e) Retirement.

- (f) Transfer or promotion out of the Bargaining Unit to a position within the agency for an accumulative period of six (6) months; except such employee may, at the Employer's sole discretion, be returned to the Bargaining Unit any time after six (6) month's absence from the Bargaining Unit, with bargaining unit seniority reestablished at the level earned through the last day in the Bargaining Unit prior to acceptance of the nonunit position. This provision applies to any employee transferred or promoted to a nonbargaining unit position within the Agency since January 1, 1985.

Section 3:5 - Job Posting and Time Limits.

Bargaining Unit vacancies that are to be filled on other than a temporary basis, shall be posted on all designated bulletin boards for bids for a period of five working days from the date of posting. Thereafter the Employer has the right to post the job externally for a period of ninety (90) calendar days. At the end of the ninety (90) calendar days, any subsequent posting of the same position shall include an internal posting period of five (5) working days. Employees who bid a job posting as set forth herein, shall be notified of acceptance or denial of the job no later than 15 (fifteen) working days from the date the posting time was completed. All employees who are awarded a job shall be assigned to the new job within thirty (30) days of said award. Any extension of time may be granted by mutual agreement between the Union and the County.

Postings shall be placed on all designated locations. Whenever a Bargaining Unit position is to be posted outside the Bargaining Unit, the posting will be the same as when posted to the Bargaining Unit.

Section 3:6 - Seniority List

Seniority lists of all regular full-time and regular part-time employees, including those on leave of absence, shall be posted by the County immediately after the execution of this Agreement. Any protest regarding the posting of seniority dates must be made in writing to the Director and the Union president within ten (10) working days from such posting. Otherwise, the listing stands as posted.

Subsequent seniority lists shall be reposted every six months and will stand as posted unless typographical errors of seniority dates are evident. A copy of such seniority lists shall be furnished to the grievance committee.



### Section 3:7 - Transfers and Promotions

Bargaining Unit members who meet the minimum qualifications shall be given every possible consideration for vacant Bargaining Unit positions before these positions are posted outside the Agency. All Bargaining Unit vacancies will be posted for a five (5) work day period. When a Bargaining Unit position is posted, any Bargaining Unit member may bid on that position whether it is a promotion, transfer or demotion.

Bargaining Unit members who desire to be considered for a vacant position must notify the Director in writing within the time limit stated on each posting in order to be eligible for consideration for the vacancy. When two or more Bargaining Unit members have relatively equal qualifications for the same vacant posted position, preference will be given to the applicant having the longest service.

An employee who accepts appointment to a new position shall be subject to a probation period of sixty (60) calendar days, which may be extended by mutual agreement. In the event the employee fails to satisfactorily complete the probation period, or elects to return to his/her former job during said period, he/she shall be permitted to do so without loss of seniority.

If there are no qualified bidders for any open and posted job, the employer may fill the job at its discretion.

Positions shall be filled using job related criteria such as skill, ability, education, attendance, experience, work record, performance, and test scores when applicable. If such job-related criteria are relatively equal, the qualified applicant with the most seniority shall be selected for the posted position.

The Employer may transfer any employee to any agency location or program in the same job classification to fill any position prior to declaring it vacant; except that there will be no transfers of direct care technical or professional personnel between programs for clients who are mentally ill and programs for clients who are developmentally disabled, except by mutual agreement by the employee and the employer. The Employer may transfer an employee from a position, job or classification to fill any temporary vacancy. The Employer shall not act arbitrarily or capriciously when transferring employees.

Employees who desire to be transferred to a similar position in another work location in the same job classification, may express their interest in writing to the Director, who at his/her sole discretion may transfer said employee to such a position when it becomes vacant provided it has not yet been posted.

Nonbargaining Unit supervisory or administrative positions declared vacant by management, shall be posted on all designated boards for a period of five (5) working days. Employees may express their interest to be considered for such positions by writing to the Director within the time limits stated on each posting. Management will consider such requests, however, the selection process and appointment of all nonbargaining positions rests solely and exclusively with management and is not subject to any condition or term of this Agreement, except as provided for in Section 3:4 (f) of this Agreement.

#### Section 3:8 - Pay Status.

Movement of an employee from one position to another shall affect the pay rate of the employee as follows:

- (1) If an employee is transferred into a classification with the same pay grade, the employee's pay rate shall remain unchanged.
- (2) If an employee is promoted to a higher pay grade, the employee shall be paid at the lowest merit step in the new pay grade which is at least five (5) percent above the salary he/she was receiving immediately before the promotion.
- (3) If an employee is moved to a classification with a lower pay grade, the employee shall be paid in accordance with the new pay grade, but will retain his/her previous merit step.
- (4) If an employee's position is reclassified to a higher pay grade, he/she shall be paid at the new grade retaining the merit step.
- (5) If an employee's position is reclassified to a lower pay grade, the employee occupying that position shall continue to receive the same pay as prior to reclassification, but shall receive no general wage increases nor normal progression wage increases until the reclassified positions' wage rate exceeds that of the employee's current wages.

#### Section 3:9 - Layoff

Layoff shall be by program, by classification. When management reduces a part-time position, then layoff shall take place from employees

on the part-time seniority list. When management reduces a full-time position, the layoff shall take place from employees on the full-time seniority list. Seniority shall prevail where the employees skill, ability, and work records are relatively equal and provided the seniority employees retained can perform the available work.

#### Section 3:10 - Bumping Rights

In the event a laid off employee has the skill and ability to perform the work of the least senior employee in an equal or lower pay grade, and the more senior employee's work record is relatively equal to or better than the least senior employees, that employee shall have the opportunity to bump the least senior employee. An employee who bumps into a new position, shall have a period of sixty (60) days to determine if he/she wants to continue in the position; and likewise, the Employer shall have a sixty (60) day period to determine if the employee has the skill and ability to perform the duties of the new position. If the employee determines not to continue in the new position, he/she shall be laid off. In the event the Employer determines that the employee cannot perform the new duties satisfactorily, then the employee shall be entitled to one additional bump.

Full-time employees shall not be eligible to bump part-time employees except in the case where the full-time employee's Agency seniority is greater than the part-time employee's Agency seniority. In such cases, the full-time employee is not restricted to bumping the least senior part-time employee. A part-time employee shall not bump a full-time employee under any circumstances.

If an employee expresses a desire to bump for a position in other than his/her current classification, the Employer reserves the right to require the employee to be able to perform the duties of that classification without additional training.

#### Section 3:11 - Order of Layoff

The word "layoff" means a reduction in work force. Temporary and casual employees performing the same work in the program affected by the layoff, shall be laid off first; probationary employees performing the same work in the program affected by the layoff, shall be laid off second; regular full-time and regular part-time employees shall be laid off last under the conditions set forth in 3:9 and 3:10.

Section 3:12 - Recall from Layoff

The order of recalling of laid off employees shall be in the reverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

A laid off employee shall be eligible for recall prior to posting a vacancy in an equal or lower pay grade than paid such employee prior to layoff and provided he/she is capable of performing the work.

A laid off seniority employee, if recalled to a job at an equal or higher rate of pay from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and shall be considered a resignation.

Section 3:13 - Recall Notice

Notice of recall shall be sent by certified mail to the employee's last known address as shown on the Employer's records, and it shall be the obligation of the employee to provide the Employer with a current address. A recalled employee shall give notice of intent to return to work within three (3) work days of receipt of the recall notice and shall return within ten (10) work days or such employee's employment shall be terminated (because of resignation) without recourse to this Agreement.

Section 3:14 - No Demotion Except for Just Cause

No person will be demoted to a lower paying or less desirable position for disciplinary reasons except for just cause. Transfers from one position, job, or classification to fill a temporary vacancy will be accomplished in such a manner that the transferred employee's former work load will not have been substantially increased or accumulated.

Section 3:15 - Notice of Lay Off

The County shall give two weeks notice of layoff or three (3) weeks, when possible, to Bargaining Unit employees and the Union President on any proposed layoff and such notice shall state the reasons therefore.

Section 3:16 - Temporary Assignments

Employees who are temporarily assigned for a period of ten (10)

consecutive workdays, the duties and responsibility of a position that is greater than their regular scheduled responsibility, which is classified on a higher salary schedule, shall be paid at the higher salary schedule rate for all such hours of temporary service at the first step on the salary schedule which is at least five (5) percent above their current salary. The Employer agrees not to circumvent this paragraph by using multiple appointments or by any other means.

ARTICLE IV  
GRIEVANCE PROCEDURE

Section 4.1 - Purpose

The purpose of the grievance procedure shall be to provide a method so complaints may be voiced in an orderly manner so that the proper authority can resolve such matters fairly and in a timely manner. Management will not interfere with or take reprisal action against any employee who exercises his/her rights to file or process a grievance.

Section 4:2 - Definition of a Grievance

A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement or work rules established and published by the Employer, or working conditions. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated.

Section 4:3 - Grievance Procedure

Any grievance of an employee shall be handled in accordance with the following procedure. Before any grievance is filed, the employee shall first discuss the situation with his supervisor or his designee.

Before a grievance outside the control of the supervisor is filed, a meeting shall be held with the Director, or designated representative with ten (10) working days of request from the Union. Such requests must be made within ten (10) working days from the date of the cause of the grievance, or within ten (10) days of the date the employee or the Union could reasonably have expected to have knowledge of the cause of the grievance.

If the parties do not resolve the matter during this meeting, the grievance shall be reduced to writing within five (5) working days of the meeting and taken to Step 2.

- Step 1. The employee or his Union representative shall within ten (10) working days of the date of the cause of the grievance, or within ten (10) working days of the date

he could reasonably have knowledge of the cause of the grievance, appeal in writing to the program supervisor, stating the nature of his grievance, the specific section(s) of the contract allegedly violated or misinterpreted, and the remedy requested. The program supervisor shall reply in writing to the Union representative within five (5) working days.

- Step 2. Failing to resolve the grievance at the first step, the Union shall within ten (10) working days of receipt of the Supervisor's disposition, notify the Director or the designated representative of the intent to take the grievance to Step 2. A meeting shall be held within ten (10) working days. The Director or designated representative shall within five (5) working days of the meeting, record his disposition and send it to the Union. If the matter is not satisfactorily settled or adjusted at this step, the Union may process the grievance as provided in Step 3.
- Step 3. Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Mental Health Director's disposition, contact the County Personnel Director to arrange a meeting between the Union and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the County unless a longer time is mutually agreed upon. At this meeting the Union may be represented by not more than two (2) non-employee representatives in addition to three (3) members of the Union Grievance Committee, and the grieving employee. The County must give a written answer within ten (10) working days from the date of the meeting.
- Step 4. In the event that such answer is not acceptable to the Union, they may, at their option, appeal the grievance to the State Mediation Service within seven (7) working days of the County Step 3 answer. If the matter is not settled at the mediation step, (in the event such step is elected), the Union will notify the County Personnel Director that the grievance is appealed to binding arbitration.

Step 5. In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Personnel Director's answer in Step 4 to an arbitrator to be appointed by mutual agreement of the parties hereto.

If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, or add to or subtract from the terms of this Agreement, but shall have authority only to interpret and apply the provisions of this Agreement which shall constitute the basis on which the arbitrator's decision shall be rendered. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be born equally by the County and the Union, except if the Union unilaterally withdraws a grievance from arbitration without a settlement reached between the parties; then the cost of such arbitration shall be born by the Union.

#### Section 4:4 - Bypass Steps

The parties may mutually agree to bypass any step.

#### Section 4:5 - Failure to Proceed

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



Section 4:6 - Time Off for Grievance Meetings

Members of the Grievance Committee and the grieving employee shall be granted necessary and reasonable time off from work to investigate grievances and for scheduled grievance meetings at which it is necessary for them to attend. This privilege shall not be abused.

Section 4:7 - Stewards/Grievance Committee

The County agrees to recognize five (5) Grievance Committee members for the purpose of grievance representation. At Step One, the grievant may be represented by one (1) Steward and at Steps Two (2) Three (3), Four (4), and Five (5) by three (3) Grievance Committee Members and not more than two nonemployee representatives of the Union. The grievant plus two witnesses and two employee representatives shall be excused with pay if the meeting is held during working hours in Steps 2,3,4, and 5.

Section 4:8

Any complaint or grievance not processed as specified and agreed in Article 4 and all its sections thereof, shall be considered null and void.

ARTICLE V

SUSPENSION AND DISCHARGE

Section 5:1 - Suspension, Hearing and Discharge

The Employer shall have the right to discipline, discharge, or suspend any employee for just cause. Except as provided in this Section, no discharge or suspension will be imposed unless the employee and the Union are first given a written warning notice detailing the employee's unjustifiable behavior, and the employee thereafter continues such behavior or commits another offense which constitutes just cause for suspension or discharge. No warning notice need be given to an employee before discharge or suspension if the cause of such discharge or suspension is:

- (a) Dishonesty or for any illegal act while on the job;
- (b) Under the influence, possession, or use of alcohol or controlled substance on the job or on SCMHC property;
- (c) Gross negligence resulting in a serious personal injury accident or serious property damage while on the job;
- (d) Gross insubordination;
- (e) Breach of confidentiality;
- (f) Exploitation or abuse of client.

The warning notice herein shall not remain in effect for a period of more than twelve (12) months.

Notwithstanding any other provisions of this Agreement, no employee who has completed his probationary period shall be peremptorily discharged. If, in the judgment of the Employer, an employee is guilty of behavior constituting just cause for discharge, the employee shall first be given a statement setting forth the factual basis of his alleged offense and shall be suspended for five (5) working days. During this period of suspension, a due process hearing before representatives of the County and the Union will be conducted if requested by the employee. Representation at the hearing shall be in accordance with Step 3 of the Grievance Procedure. At such hearing, the facts concerning the case shall be made available to both parties.

As soon as practical after such hearing, but not later than three (3) working days, the County shall conclude whether the suspension shall be revoked, modified, extended or converted into a discharge. In the event

the suspension is modified, extended or converted into a discharge, the employee may file a grievance alleging that he was unjustly treated; and such grievance shall be presented under Step 4 of the Grievance Procedure within ten (10) work days after the County's final decision on such suspension or discharge. Steps 1, 2, and 3 shall be considered already processed. Should such grievance prove that the employee was unjustly suspended or discharged prior to state mediation or arbitration, the County may reinstate and reimburse said employee for financial loss sustained during the period of suspension or discharge at the employee's regular rate of pay, or settlement can be negotiated between the County and the Union at less than full reimbursement for said period of suspension.

When a discharge case has been submitted to a state mediator, the mediator shall only have the power to recommend a settlement to the County and the Union. Should the Union not accept the mediator's recommendation, the Union may notify the County that the grievance is being appealed to binding arbitration. Such notice must be given to the County within ten (10) work days from the date of the mediation hearing.

It is agreed that the mediator may recommend something other than full reimbursement for financial losses.

The Arbitrator may order a modified form of settlement other than full reimbursement for financial losses. Arbitration resulting from the application of this section shall be final and binding.

## ARTICLE VI

### EMPLOYEE EVALUATION

#### Section 6.1 - Performance Review

Performance appraisals provide a formal means by which to measure an individual employee's performance against Employer expectations. All probationary employees must have a written review of their work performance by their immediate supervisor at three (3) months employment and again at six (6) months with interim evaluations if necessary. All regular employees shall be evaluated annually, between August 1st and September 30th or at more frequent intervals if deemed appropriate and necessary by the Director or immediate supervisor.

The employee, the immediate supervisor, and the Director or his designee shall acknowledge such written review by signature; however, in the event an employee disagrees with the review, the employee shall have the option of placing his/her written comments on the review form. One (1) copy of an employee's signed review form shall be provided to the employee upon request.

#### Section 6:2 - Merit Step Raises

Progression through the merit steps is based on job classification seniority, however, the Employer may withhold movement to the next higher step if the employee's job performance does not merit such increase.

An employee, except a probationary employee, cannot be denied a merit step raise unless it is documented in writing and a copy given to the employee at least thirty (30) calendar days prior to the date of his merit step raise that his job performance is not adequate.

When based on his poor performance, an employee is not given a merit step raise, the reasons for the denial of the raise shall be given to the employee in writing as well as the improvements necessary for that employee to receive the raise.

ARTICLE VII  
RATES OF PAY

Section 7:1 - Standard Wage Scale

It is agreed that salaries shall be indicated in Appendix C, attached hereto and made part hereof by reference, reflecting a wage increase of 3% for 1992 retroactive to January 1, 1992.

The Employer agrees that if the Non-union County employees receive a wage increase for the time period between January 1, 1993 and December 31, 1993, such percentage increase to the wages of the Saginaw County Mental Health Employees Union members shall be implemented for the same time period.

It is agreed that salaries for the time period between January 1, 1994 and December 31, 1994 shall reflect a 5% increase based on the wage scale existing on December 31, 1993 and effective January 1, 1994.

Either party must give written notice to the other party not less than sixty (60) calendar days prior to December 31, 1994 for the purpose of negotiating wages only for the period January 1, 1995 through December 31, 1995. In such case, it is agreed that there shall not be reduction in the wage schedule then in effect.

Rates indicated are annual and bi-weekly rates based on five (5) eight hour days per week.

Section 7:2 - Job Classifications

Each job classification listed in Appendix A shall have a written job description on file in the County Personnel Office and Mental Health Administration. Whenever the Mental Health Department of the County requests the classification of a new position or the reclassification of a current position, the Union shall be given a copy of the request. The Union may, at its discretion, submit documentation to support or oppose the request to the Director. The Union shall be furnished one (1) copy of the job description for each classification in the Bargaining Unit.

Position descriptions shall be updated and prepared for County approval within six months after ratification of this Agreement. Upon publication, the Employer will review all changes to the position descriptions, if any, with the appropriate employees.

## ARTICLE VIII

### LONGEVITY

#### Section 8:1 - Longevity Bonus

All Bargaining Unit members who have five years of continuous service will receive a longevity bonus. The annual longevity bonus will be payable as soon as possible on or after December 1st of each year in the amount of \$50.00 per year for each year of full-time employment (as of December 1st) and \$25.00 per year for each year of part-time service (as of December 1st) beginning upon completion of five years of service.

When part-time employees become full-time, their longevity bonus is figured based on their original date of hire even though their full-time seniority date may be adjusted in accordance with Section 3.1 to reflect their part-time employment.

A year that is made up of part-time and full-time employment shall be considered a year of part-time employment for the purpose of this Article.

Vacation shall not be taken for the purpose of extending length of service upon termination of employment for the purpose of qualifying for longevity bonus.

#### Section 8:2 - Payment Upon Retirement or Death

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

#### Section 8:3 - Payment Upon Lay Off

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

ARTICLE IX

VACATIONS AND HOLIDAYS

Section 9:1 - Vacations

Regular full-time employees shall accrue annual vacations, with pay in accordance with the following provisions:

- (a) Employees with less than three (3) years of service shall accrue vacation in the amount of ten (10) days per year. Probationary employees are not eligible for vacation and accrued vacation is not credited until completion of the probationary period.
- (b) Employees with three (3) but less than five (5) years of service shall accrue vacation in the amount of twelve (12) days per year.
- (c) Employees with five (5) but less than ten (10) years of service shall accrue vacation in the amount of fourteen (14) days per year.
- (d) Employees with ten (10) but less than fifteen (15) years of service shall accrue vacation in the amount of sixteen (16) days per year.
- (e) Employees with fifteen (15) but less than twenty (20) years of service shall accrue vacation in the amount of eighteen (18) days per year.
- (f) Employees with twenty (20) or more years of service shall accrue vacation in the amount of twenty (20) days per year.

Section 9:2 - Vacation Carry-Over

The number of days vacation carried forward into a new calendar year shall not exceed the number of days earned during the previous calendar year, e.g., if an employee's accrual rate is twelve (12) days per year, a maximum of twelve (12) days can be carried forward into the new year; except, however, if vacation is scheduled and not taken with approval on request by the supervisor, then such vacation days may be carried over at the discretion of the Employer.

### Section 9:3

When a holiday occurs during an employee's vacation, he shall get credit for the holiday.

### Section 9:4 - Scheduling Vacation

Vacation schedules shall be set up in accordance with the operating requirements of the program in which the employee works by written request of the employee subject to the approval of the Director or his designated program supervisor. In emergency situations or when a personal, unplanned situation does not permit the time to follow normal procedures, requests may be verbal and approval may be given by the program supervisor. The employee shall receive regular pay and all fringe benefits while on paid vacation that he would have received had he been working. With prior approval, earned vacation may be taken in increments of one half hour or more.

Department vacation schedules will be worked out as far in advance as possible by program and classification. To accomplish this and to consider the wishes of seniority employees within individual programs, each employee must submit a yearly vacation request no later than March 1. After March 1, all employees who have failed to select their vacation time, will take whatever time is available on a first come, first choice basis. The Director will notify employees in writing of approval or denial of vacation periods within 30 calendar days of March 1, or date of request, whichever is later. If no written response is given to the employee within said 30 calendar days, the vacation request shall be considered granted.

Nonemergency vacation requests may be made to the supervisor in writing, who shall provide a written approval or disapproval within five (5) days of said request. The Director reserves the right to limit vacations to maintain efficiency of programming.

### Section 9:5 - Vacation Pay on Termination

On termination for any reason, the employee or his/her estate or designated beneficiary will be paid for whatever vacation time has been accumulated. Payment shall be made within fifteen (15) calendar days of termination.



Vacation time shall not be taken for the purpose of extending length of service upon termination of employment for the purpose of qualifying for vacation pay.

Section 9:6 - Vacation Pay

Vacation pay will be paid at the current rate of the employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans.

Section 9:7 - Vacation Illness

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilized accumulated sick leave credits for the period of illness, his vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

Section 9:8 - Vacation Waiver

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

Section 9:9 - Holidays

The following shall be considered as holidays for the purpose of this Agreement:

- New Year's Day, January 1;
- Martin Luther King, Jr. Day, the third Monday in January in conjunction with the Federal holiday;
- President's Day, the third Monday in February;
- Good Friday, 1/2 day (afternoon);
- Memorial Day, the last Monday in May;
- Independence Day, July 4;
- Labor Day, the first Monday in September;
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November;
- Friday after Thanksgiving;
- Christmas Eve Day, December 24;
- Christmas Day, December 25; and
- New Year's Eve Day, December 31;

It is also further agreed that in the event of "snow day" or other "acts of God" resulting in the general excuse of County Personnel from the performance of their duties, such excuse with pay, shall also pertain to Bargaining Unit personnel.

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

Section 9:10 - Holiday Eligibility

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

Section 9:11 - Observance of Holidays

In the event one of the holidays falls on a Sunday, the following day, Monday, will be recognized as the holiday for eligible employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday. Holiday hours shall be midnight to midnight.

Section 9:12 - Holiday Pay

Eligible employees who perform no work on a holiday shall be paid for eight (8) hours of pay at their current hourly rate of pay or four (4) hours if a half-day holiday.

Section 9:13 - Holiday Premium Pay

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

ARTICLE X

LEAVES AND TIME OFF

Section 10:1 - Sick Leave

- A. Each regular full-time employee shall accumulate sick leave at the rate of twelve (12) working days per year with no maximum accumulation. Each regular part-time employee shall accrue twelve (12) half days per year. Sick leave shall begin to accrue as of the date the employee enters the service of the County, but may not be taken until he has been in the employment of the County for six (6) months. Should an employee be absent because of illness during the first six (6) months of employment, he may be placed on leave of absence without pay. The Employer has the right to require proof of illness if sick leave abuse is suspected.
  
- B. Sick time shall be computed at the rate of time used, in units of not less than one hour.
  
- C. Bargaining unit employees who find it necessary to be absent from work in programs that are open 24 hours per day, shall notify the immediate supervisor or designee at least one hour prior to the beginning of their duty shift, if possible.

Bargaining unit employees who find it necessary to be absent from work in other programs shall notify their immediate supervisor or designee within fifteen minutes after their scheduled starting time.

- D. Sick 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 department head or in accordance with Section 9:7 of this Agreement.
  
- E. At retirement or death, or resignation of employment, after three (3) years' service any employee with accumulated sick leave shall receive pay for 50% of the accumulated sick leave up to a maximum of 120 days accumulation. In case of death it will be paid to the deceased employee's beneficiary.

- F. Employees may elect to use four (4) days, in units of one (1) hour, of their accumulated sick days as personal days each calendar year. Each hour of elected personal days so utilized shall be deducted from the employees' accumulated sick leave bank; all unused personal hours shall not be accumulated in any manner, but shall be banked as unused sick time.

Section 10:2 - Leaves of Absence

- (a) The employee shall be eligible to apply for leave of absence after six (6) months of service with the Employer. Leaves of absence are for employees who in addition to their sick days and vacation days, require time off from their employment. Such leaves shall be unpaid and without benefit unless otherwise specified. In no case shall a leave of absence be held valid if an employee accepts work from another employer (except for educational leaves) during the time of such leave and in such case the employee shall be considered voluntarily resigned.
- (b) Any requests for leave of absence shall be submitted in writing by the employee to the Director through the employee's supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires. The Director may approve a leave of absence not to exceed thirty (30) calendar days. For a longer period, the Director shall indicate his approval/disapproval and within five (5) work days, forward the request to the Board of Commissioners for consideration by the appropriate committee.
- (c) Authorization or denial for a leave of absence request shall be furnished within twenty (20) working days to the employee by the Employer, and it shall be in writing stating the reason for denial if applicable.
- (d) An employee on an approved leave of absence will continue to accumulate seniority. However, the time shall not count towards progression on the merit scale.
- (e) Further extension beyond the return date designated may be granted.

- (f) It shall be the duty of the employee to keep the Employer notified of any change in name, address or telephone number.

Section 10:3 - Military Leave

Except as herein provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

- (a) Whenever employees who are members of the National Guard, Navel Reserve, Army Reserve, Marine Reserve or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave for their respective duties. The employee shall receive the difference between his regular salary and that received for such training. Such leave time shall not exceed two (2) calendar weeks.
- (b) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- (c) Any full-time employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar federal law in the time of national emergency, who, within the meaning of the Act, satisfactorily completes his period of service, shall upon termination of such services and consistent with such Act, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service, is qualified to perform, in the opinion of the Employer's doctor, the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date he is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any rights or assume any duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in applicable federal law including the Vietnam Era Veteran's Readjustment Assistant Act of 1974, 38 USC 2021 et. seq.

#### Section 10:4 - Jury Duty

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

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

#### Section 10:5 - Court Time

Employees required either by the County of Saginaw or any other agency to appear before a Court or such agency on any matters related to the performance of their duties to the Employer in their work for Saginaw County shall be excused from their normal work station for the period during which they are so required to be absent from work. They shall continue to be paid their regular wage. They shall return to their regular work station within thirty minutes, plus reasonable driving time, after they have been dismissed from any such court duty.

Employees required either by the County of Saginaw or any other agency to appear before a court or such agency on any matters related to the performance of their duties to the employer in their work for Saginaw County who work a shift other than what is normally considered to be the first shift, shall be excused from work for the day with pay provided they are required to be in court at least four hours (including driving time from and to their normal work station). If their time in court is less than four hours, they will be expected to work their normal shift, and will be compensated for court time in accordance with Section 13.5.

If any witness fees are received, they shall be turned over to the employer.

#### Section 10:6 - Union Leave

Leaves of absence without pay may be granted to any employee elected or selected by the Union to attend educational classes or conventions by the Union, providing two (2) weeks notice is given to the Employer in writing, stating the date requested, location, and educational topic. The number will not exceed two (2) employees at any one time and the number of working days will not exceed five (5) for any employee in one calendar year. All fringe benefits continue to be paid by the Employer during such

year. All fringe benefits continue to be paid by the Employer during such leaves.

Section 10:7 - Disability Leave

Employees who become disabled and are unable to perform their work efficiently or safely shall be entitled to a Leave of Absence without pay for the period of the disability not to exceed one year. Extensions of such leave, if medically necessary, shall be granted in increments of up to ninety (90) days each, but shall not exceed a total of twenty-four (24) months. However, the provisions of this Section do not apply to disability covered by Workman's Compensation. If an employee has an apparent disability, the Employer may request the employee to present a physician's certificate specifying the medical status of the employee and if he/she is capable of performing normal duties. Any physician's certificate shall indicate, if possible, the date the employee is expected to be able to resume normal duties.

At least three working days prior to returning to work, the employee shall present a physician's certificate that he/she is able to resume normal duties.

The Employer reserves the right to review the above mentioned physician's certificates and prior to effecting the medical recommendation contained therein, to schedule the affected employee for an examination with a physician retained by the Employer to evaluate the employee's medical status and ability to perform his/her normal work duties. When the Employer requires an additional examination for returning employees and such an examination substantiates the employee's doctor's report, the employee shall be paid for all lost time and fringe benefits retroactive to the date the employee would have returned to work if the employee's doctor's report had been accepted.

Section 10:8 - Veteran's Funeral Leave

Where requested by proper official of a recognized Veteran's organization, an employee may be granted reasonable time off, with pay, to attend a veteran's funeral or civic affair as a representative of the Veteran's organization.

Section 10:9 - Maternity Sick Leave Policy

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under the sick leave and leave of absence provisions of this Agreement.

Section 10:10 - Funeral Leave

In the event of a death in the employee's immediate family, i.e., Mother, Father, present Step-father, present Step-mother, Sister, Brother, Spouse, Child, Step-Child, Legal Guardian, Parent-In-law, grandparent and grandchild, the employee shall be excused without loss of pay on the days which the employee has been scheduled to work for a period of up to three (3) consecutive work days, for the purpose of attending the funeral. If the death occurs more than 300 miles from the County Building, the employee may be granted an additional two (2) days total for travel.

In the event of the death of a close relative, i.e., brother or sister of spouse, son or daughter-in-law, step-parent-in-law, the employee shall be granted one (1) day without loss of pay for the purpose of attending the funeral. If the death occurs more than 300 miles from the County Building, the employee may be granted an additional two (2) days total for travel.

The Employer may grant an extension of leave, with pay, for extenuating circumstances.

Section 10:11 - Educational Reimbursement

Bargaining Unit employees shall be eligible to participate in the Saginaw County Educational Reimbursement Policy to the extent and in the amount in effect at such time assistance is requested.



ARTICLE XI

SAFETY AND HEALTH

Section 11:1 - Provisions for Safety and Health

The County will make reasonable provisions for the safety, health and comfort of its employees. Agency passenger vehicles will be safety inspected by the State Police once per year.

Section 11:2 - Safety Committee

There will be a Mental Health Department Safety Committee which shall include at least one employee representing the Bargaining Unit, one supervisor and one administrative management representative. The purpose of this committee will be to advise the Director of conditions, which in its judgment, may constitute unsafe or unhealthy conditions. The committee will advise the Director of conditions of the facility and meet quarterly as needed to fulfill this purpose. Time spent by the representatives from the Bargaining Unit on committee work will be without loss of pay.

Section 11:3 - Eye Glasses

The County shall pay the cost of repairing or replacing an employee's eye glasses which are damaged at work during a client or resident altercation provided a written report is made by the end of the shift in which the altercation occurred.

## ARTICLE XII

### INSURANCE

#### Section 12:1 - Health Insurance

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 and regular part-time employees and their authorized dependents as defined by the insurance carrier effective on the first billing date subsequent to completion of thirty (30) days qualifying 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 any employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty.

For the period January 1, 1992 through January 31, 1992, eligible employees may voluntarily choose from the available options at the time of employment and at the annual reopening. Current options are as follows: provided however, the County reserves the right to provide comparable coverage by changing carriers, or to discontinue coverage with a particular carrier for reasons of cost or service (so long as comparable coverage is provided).

- 1) Blue Cross/Blue Shield of Michigan: Comprehensive Hospital Care Certificate (Semi-Private), MVF-1 Preferred Group Benefit Certificate, Prescription Drug Group Benefit Certificate (\$2.00) and Master Medical Supplemental Benefit Certificate (Option I), with riders XF, FC, SD, COB-3, Sat-2, and MMC-PD.
- 2) Group Health Services of Michigan: GHS Group Medical and Hospital Service Contract, HMO-III, with riders 101, 215, 220 and 240.
- 3) HealthPlus of Michigan: HPM Group Subscriber Contract (Group Health Services of Michigan and HealthPlus of Michigan are Health Maintenance Organizations).

Effective February 1, 1992, the coverage provided will be under the Saginaw County Health Care Program, with co-payment terms as provided by Section 12:8. The Employer has represented that the County program will provide "comparable" coverage to the coverage outlined above. A summary of

coverage provided by the Saginaw County Health Care Program is outlined in Appendix B.

The Saginaw County Health Care Program shall be maintained at a level of coverage which is comparable to or better than the level of coverage provided by the Saginaw County Health Care Program on February 1, 1992. In the event that the Saginaw County Health Care Program is discontinued, altered, or changed so that it does not provide coverage comparable to or better than the coverage provided by the Saginaw County Health Care Program on February 1, 1992, the Employer shall provide coverage comparable to or better than the coverage provided by the Saginaw County Health Care Program on February 1, 1992.

Section 12:2 - Health Insurance for Retirees

An employee retiring from Saginaw County employment and his/her spouse at the time of retirement shall be eligible to continue with group health insurance at County expense, subject to applicable co-payment terms, if any, as set forth below, provided proper application is made prior to retirement and the employee is a member of the plan on the date of retirement. Retirees may choose from the available options for retirees which are currently Blue Cross/Blue Shield of Michigan or Group Health Services of Michigan.

Effective February 1, 1992, the coverage provided for retirees will be traditional Blue Cross/Blue Shield of Michigan coverage under the Saginaw County Health Care Program. A summary of this coverage is outlined in Appendix B. Health Care coverage for retirees and dependents who qualify for Medicare shall be converted to Medicare complementary coverage.

If the employee retires on or after the date this contract has been ratified and approved by both the employer and the union and on or before December 31, 1993, the following co-payments will be required for coverage.

<u>Years of Service</u>	<u>Employee/Spouse Co-Payment</u>	
	Single Coverage	Double or Family Coverage
6	50% of premium	75% of premium
7	45% of premium	70% of premium
8	40% of premium	65% of premium
9	35% of premium	60% of premium
10 to 19	0% of premium	10% of premium
20 or more	0% of premium	0% of premium

If the employee retires after December 31, 1993, the following co-payments will be required for coverage.

<u>Years of Service</u>	<u>Employee/Spouse Co-Payment</u>	
	Single Coverage	Double or Family Coverage
6	50% of premium	75% of premium
7	45% of premium	70% of premium
8	40% of premium	65% of premium
9	35% of premium	60% of premium
10 to 14	20% of premium	30% of premium
15 to 19	10% of premium	20% of premium
20 or more	0% of premium	0% of premium

Section 12:3 - Dental Insurance

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

Eligible Persons and Waiting Period:

Regular full-time employees, legal spouses, and dependent children as defined by the carrier are eligible for dental insurance. Such eligible persons shall be covered on the first day of the month following one year of completed full-time service by the employee, or its equivalent, as provided below.

Regular part-time employees who become regular full-time employees shall receive credit toward such eligibility for their part-time service at a part-time service to full-time service ratio of two to one. For example, six months of part-time service would be credited as three months full-time service for purposes of dental coverage eligibility.

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)

\$1,000 maximum per person per contract year for Class I and II benefits.

As an alternative, employees may choose dental coverage with Group Health Services of Michigan (Dentcare 185) if offered by the Employer.

Section 12:4 - Life Insurance

The County shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of \$25,000 and \$25,000 Accidental Death and Dismemberment insurance effective the first day of the month following completion of probationary period. The amount reduces to 75%, 70%, 65%, 60%, 55%, and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays respectively. Employees who retire on or after the effective date of this Agreement will be insured for \$2,000 group term life.

Section 12:5 - 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. Reimbursement may be made by assignment to the County on the employee's behalf of future monies due the employee from the insurance company in the amount of the overpayment.

Section 12:6 - Professional Liability Insurance

The Employer shall provide at no cost to the employee a policy of professional 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 such acts, the same shall not constitute the performance in 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 \$10,000,000.00 (Ten Million Dollars) and shall include the cost of defense, including attorney fees.

Section 12.7 - Dual Coverage

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

Section 12:8 - Employee Co-payment

In respect to the insurance coverages designated in Section 12:1 and Section 12:3, it is agreed that employees shall pay ten (10) percent of the cost of health and dental insurance, except that regular part-time employees hired on or after the date this contract has been ratified and approved by both the Employer and the Union will be subject to the applicable co-payment terms set forth below. The Employer shall pay the remaining portion of the premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders.

Regular part-time employees hired on or after the date this contract is ratified and approved by both the Employer and the Union shall pay ten (10) percent of the cost of health insurance for single person coverage, or fifty (50) percent of the cost of health insurance for double or family coverage, depending upon the coverage elected by each such employee, except that any such employee regularly scheduled to work 56 or more but less than 72 hours per pay period shall pay twenty-five (25) percent of the cost of health insurance for double or family coverage if any such employee elects such coverage.

Section 12:9 - Continuation of Insurance

In the event of layoff, an employee's health insurance shall be continued at the Employer's expense as set forth in Section 8 for a period of sixty (60) days after the first billing date subsequent to the date of the employee's layoff. Life insurance shall continue in force until the end of the month following the month in which the layoff began.

In the event of a leave of absence, health insurance shall be continued at the Employer's expense as set forth in Section 8 to the first billing date subsequent to thirty (30) days after the leave began. Life

insurance shall continue in force for a period of up to six (6) months from the first day of the month in which the leave of absence began for all leaves of absence other than service in the armed forces.

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 (6) month waiting period and will be insured on the first billing date after his/her return to work.

Section 12:10 - General

The Employer may select or change the insurance carrier of the plans in this Article at its discretion or may choose to be self-insured after first informing the Union of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained. All benefits shall be subject to the standard provisions set forth in the policies.

Section 12:11 - Option to Health Insurance Coverage

An employee upon becoming eligible to receive or presently enrolled in a County Health Insurance Program may choose to receive fifty dollars (\$50.00) per month in lieu of such insurance coverage, provided however, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, meets other eligibility requirements herein mentioned.

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 12:12 - Separation

In all separations except as provided in Section 12:2 and 12:9 of this Article, all insurance coverage will terminate on the first day prior to the first billing date subsequent to the employee's separation. Health and Dental Coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

## ARTICLE XIII

### HOURS OF EMPLOYMENT AND OVERTIME

#### Section 13:1 - Hours of Employment

The normal work day for regular full-time employees shall be eight (8) hours excluding non-paid lunch periods. The normal work week for regular full-time employees shall consist of five (5) work days, Monday through Friday, and shall normally be of forty (40) hours duration. This Section shall not be construed as and is not a guarantee of any number of hours of work per day or per week.

#### Section 13:2 - Seven Day Operations

For employees assigned to seven day residential care operation, the regular schedule of an employee's work shall consist of not more than eighty (80) hours in a two-week period.

#### Section 13:3 - Deviations from Regular Schedule

It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes such as, but not limited to, vacations, leaves of absence, weekend and holiday duty, absenteeism and emergencies. No such deviations shall be considered a violation of this contract.

#### Section 13:4 - Regular Part-Time

There will be no regular work day or regular work week for regular part-time employees.

#### Section 13:5 - Overtime

Overtime will not be worked by employees in pay grades (T) unless expressly authorized and approved or requested by the immediate supervisor. If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause. All authorized and approved hours worked in excess of forty (40) hours in the regular work week and in excess of eight (8) hours worked on any day when twelve (12) or more hours are worked shall be paid at the rate of time and one half the employee's regular rate of pay, except, overtime shall not be pyramided, compounded, or paid twice



for the same hours worked or paid for hours worked on Saturday and Sunday. There shall be no compensatory time off for non-exempt personnel.

Work in excess of forty (40) hours in the regular work week by employees in pay grades (P) must have prior approval of the program supervisor. The employee may request compensatory time off with pay at one and one half times the authorized and approved time actually worked in excess of forty (40) hours. Upon management approval, compensatory time off may be scheduled by mutual agreement between the employee and the program supervisor and taken within forty-five (45) days from the date such hours were worked. An employee who fails to request compensatory time within three (3) days following the calendar week in which the hours were worked or fails to take the time off once approved, within the forty-five (45) day period described above, forfeits such compensation. Where an exempt employee is assigned an alternate position in addition to his/her regular position, the Employer may compensate said employee for all hours in the alternate position worked in excess of forty (40) hours per week, at time and one half his/her regular rate.

#### Section 13:6 - Time Change

In the event of a time change (day light savings time), employees shall be paid for hours actually worked.

#### Section 13:7 - Rest Periods

All employees working an eight (8) hour shift shall be entitled to two (2) fifteen (15) minute rest periods per day, scheduled as close as possible in the middle of the first half and second half of the work shift. Rest periods shall be considered as working time and may not be added to the lunch period or accumulated in any manner. Upon notification to the supervisor, employees may leave the Employer's premises during the rest period.

#### Section 13:8 - No Split Shifts

There will be no split shifts without prior consultation and concurrence of the Union, except for bargaining unit members who are employed in the vehicle operator classification on a regular part-time basis.

## ARTICLE XIV

### TRAVEL

#### Section 14:1 - Policy

The County agrees to reimburse employees for travel expenses incurred as a result of their official duties in accordance with the Saginaw County official travel policy. The mileage rate shall be adjusted quarterly using the currently approved IRS rate in accordance with current County policy. When an employee is scheduled to report to an alternate work location (other than the regularly assigned work location), he/she shall be paid mileage to and from his/her residence and alternate work location or to and from the regular work location and his/her residence, whichever is lesser.

#### Section 14:2 - Transporting Recipients

When employees are required to transport recipients, the County or the Agency's liability insurance will be applicable to the extent and limits of said insurance policy in addition to the employee's insurance.

Any damage done to an employee's vehicle by a recipient while the employee is transporting the recipient, which is not covered by the Employee's insurance, may be submitted to the Agency for payment. The County and/or Agency may adopt such reasonable procedures to be complied with by the employee before any payment is required by the County or Agency.

## ARTICLE XV

### MISCELLANEOUS

#### Section 15:1 - Cost of Printing

The Employer agrees to having this Agreement printed and to distribute copies to supervisors and the Union. The Union will be responsible for all contract distribution to bargaining unit members over the life of this contract. The Employer will provide to the Union sufficient copies of this Agreement to enable the Union to distribute one copy to each present bargaining unit member and each new bargaining unit member during the life of this contract.

#### Section 15:2 - Employment of Handicapped Employees

In the event an employee sustains an occupational disability and becomes handicapped as a result thereof, every effort will be made by the County to provide the handicapped employee such suitable employment as is available within the Bargaining Unit.

#### Section 15:3 - Union Access to the Mental Health Department

Representatives of the Union may visit during working hours on official Union business, provided that such visit is first cleared with the appropriate supervisor and will not interfere with operations.

#### Section 15:4 - Severability

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

#### Section 15:5 - Bulletin Boards

The Employer agrees to provide bulletin board space at all locations where members of the Bargaining Unit are normally stationed. This space may be used by the Union Officers for announcements affecting the Bargaining Unit's employees which are not political in nature. Notices other than announcements of meetings, elections, or social events shall be submitted to the Employer for approval prior to posting.

Notices may be posted during working hours by a Union Officer, committee member or designee, within his/her normal work location.

Section 15:6 - Bonding

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

Section 15:7 - Review of Personnel File

Each employee shall have the right to review his personnel file and have copies made at the current fee scheduled and may have a Union representative present.

Section 15:8 - Retirement

Bargaining unit employees shall be members of the Michigan Municipal Employees Retirement System in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, benefit plan B-2, F55/20, FAC-5, V-6, contribution plan 0%, effective January 1, 1992. Benefit plan B-3, F55/20, FAC-5, V-6, contribution plan 0%, shall be effective January 1, 1993.

The Union agrees to the inclusion and implementation of a Defined Contribution Plan administered by the Michigan Municipal Employees Retirement System to be created for bargaining unit employees and other County employees as soon as legally possible.

The new MERS Defined Contribution Plan shall provide for the following employer and employee contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

Under the new plan, an employee must select one of the above contribution plans at the time of initial enrollment, and shall be permitted to change the contribution plan during the months of June and December, effective the first payroll in July and January, respectively.

Conversion to the new plan shall be optional for existing bargaining unit members. Such members shall have a right to switch from the present

MERS Defined Benefit Plan to the new MERS Defined Contribution Plan up until September 30, 1993 or within one (1) year after the plan has been adopted, whichever date is later. However, new bargaining unit employees beginning employment after adoption of the new plan shall be automatically enrolled in the new plan. Such new employees shall have a one-time opportunity up to one year after vesting (which occurs after 6 years enrollment) to transfer from the MERS Defined Contribution Plan to the then existing MERS Defined Benefit Plan at no cost to the employee. Employees under the new MERS Defined Contribution Plan shall be able to retire at age 50 with 25 years of service.

Employees under the new MERS Defined Contribution Plan whose employment terminates prior to either vesting or retirement shall be able to withdraw the entire amount of the employee contribution (including earnings on the employee contribution) and a percentage of the Employer contribution (including earnings on that percentage of the Employer contribution) on a sliding scale based on years of service, as shown in the following table:

<u>Years of Service</u>	<u>Percentage of Employer Contribution (and applicable earnings) Retained by Employee</u>
less than 6	0%
6	24%
7	28%
8	32%
9	36%
10	40%
11	46%
12	52%
13	58%
14	64%
15	70%
16	76%
17	82%
18	88%
19	94%
20	100%

All terms and conditions of the new plan shall be as provided in the plan or authorizing statute itself, as amended from time to time.

Section 15:9 Change of Operations

In the event the operations and services of SCMHC are transferred to, or taken over by, a recognized mental health authority, agency, or other similar mental health entity, whether voluntarily or by operation of law, this agreement shall be binding upon such authority, agency or entity.

**Section 15:10 Residency**

The Employer encourages Saginaw County residency for all employees. Where appropriate, the Employer may recruit and hire qualified individuals from within Saginaw County or those who indicate an intention to relocate to Saginaw County, but the Employer shall not discriminate against any bargaining unit member on account of residency.

**Section 15:11 Union Mail**

Union members shall be permitted to use the County and Agency interoffice mail. All mail marked "Union Business" shall be considered as confidential.

ARTICLE XVI  
WAIVER CLAUSE

Section 16:1

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.

ARTICLE XVII  
TERM OF AGREEMENT

Section 17:1 - Effective Date and Termination Date

This Agreement shall become effective as of the date of execution hereof and shall remain in effect until December 31, 1995. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to December 31, 1995 or any December 31 thereafter that it desires to modify or terminate this Agreement.

Section 17:2 - Notices

Notice in accordance with Section 17:1 above, shall be given by certified mail; be completed by and at the time of mailing; and if given by the County, to be addressed to the President, P.O. Box 3296, Saginaw, Michigan 48605, and if given by the Union, to be addressed to the Saginaw County Personnel Director, 111 S. Michigan, Saginaw, Michigan 48602. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.



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

James L. Gaertner  
James L. Gaertner  
Chairman, Board of Commissioners

Mark Pickens  
Mark Pickens  
President, SCMHC Employees Union

Donald Y. Miller  
Donald Miller  
SCMHC Director

Chuck Howley  
Chuck Howley  
Negotiating Committee

William Dyer  
William Dyer  
Negotiating Committee

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Account Clerk I/II	T06/T08
Accountant I	P02
Accountant II	P05
Client Services Manager III	P06
Client Services Manager II	P05
Client Services Manager I	P04
Clinical Psychologist III	P08
Clinical Psychologist II	P07
Clinical Psychologist I	P06
Custodial Technician	T07
Custodian	T04
Data Analyst	T11
Mental Health Activity Therapist	P04
Mental Health Educator	P06
Mental Health Program Activity Aide	T05
Mental Health Technician I/II	T08/T10
Mental Health Therapist IV	P06
Mental Health Therapist III	P05
Mental Health Therapist II	P04
Mental Health Therapist I	P03
Occupational Therapist, Registered	P08
Outreach Worker	T10
Placement Specialist	P05
Programmer Analyst	P06
Psychiatric Nurse Specialist	P06
Reimbursement Coordinator	T10
Speech and Language Therapist	P06
Staff Nurse, LPN	P03
Steno-Secretary I	T08
Substance Abuse Coordinator	P06
Typist-Clerk I/II	T05/T07
Vehicle Operator	T05

# Saginaw County



## Your Blue Preferred Plan

**A Comprehensive  
Preferred Provider Health Care Program  
Designed with You in Mind**



PP01

Saginaw County



Your  
The Best of Plans

5 Companies for  
The Best of Health & Life Insurance  
Benefits with You in Mind



1991

## **About Your Health Care Coverage**

Comparing one health care program with another is difficult. That's why Blue Cross and Blue Shield of Michigan (BCBSM) has prepared this material. It's important to us that you understand how the Saginaw County Blue Preferred Plan works.

The Blue Preferred Plan is BCBSM's Preferred Provider Organization, also known as a PPO. It is one of the more successful methods of controlling rising health care costs.

Our PPO network is one of the largest in Michigan. Over 7,600 providers located throughout the state make up our network. These providers have been selected on the basis of their demonstrated commitment to quality care. Chances are your personal physician and community hospital are already a part of our network.

## **How the Saginaw County Blue Preferred Plan Works**

Your health care plan is designed to provide quality care and limit your out-of-pocket expenses when services are provided by Blue Preferred Plan hospitals, physicians, and other providers.

### **How to Find Blue Preferred Plan Providers**

As a member enrolled in the Blue Preferred Plan, you will receive Blue Preferred Plan directories that list the providers in your area who are part of the Blue Preferred Plan. We refer to these providers as network providers.

When you require medical services, look in your Blue Preferred Plan directory, choose a network provider, and call for an appointment. You are not required to notify BCBSM when you select or change providers.

If your hospital, physician, or other specialist is not listed in our directory and you would like to find out if he or she is part of the Blue Preferred Plan network, please call your local BCBSM Customer Service Center for assistance.

### **When You Go To Blue Preferred Plan Providers**

Michigan Blue Preferred Plan Network providers have a signed agreement with Blue Cross and Blue Shield of Michigan to accept its approved payment amount as payment-in-full.

When you use network providers, services covered under your program are paid in full, except for any required copays. Also, network providers bill BCBSM directly and are reimbursed directly. This means you have **no claim forms to complete.**

### **When You Go To Non-Network Providers**

Providers that are not part of the Blue Preferred Plan network are called non-network providers.

#### **Non-Network Participating Providers**

Although these providers are not part of the Blue Preferred Plan network, they do have a signed agreement with BCBSM to accept the 80% approved payment amount plus the 20% sanction (and any copays) as payment-in-full for covered services. **This means your out-of-pocket costs are limited to the 20% sanction amount plus copays.**

***Important Note:*** Office calls, well-child care, and immunizations must be provided by a network provider or you will be responsible for 100% of the bill for these services.

### **Non-Network Nonparticipating Providers**

These providers do not have a signed agreement with BCBSM and can choose not to accept the approved payment amount (80%) plus the sanction amount (20%) as payment-in-full for covered services. **This means you are responsible for the difference between the provider's charge and our payment amount.** In most cases this will be more than the 20% sanction.

For non-network nonparticipating hospital services, BCBSM will pay 80% of the following limited amounts:

- Up to \$70 a day for your stay in an accredited general acute-care facility
- Up to \$15 a day for your stay in an accredited non-acute care hospital
- Up to \$25 per condition for covered outpatient services

***Note:** If you are admitted to a Michigan hospital for elective (non-emergency) services and the hospital is not part of the Blue Preferred network, it is your responsibility to make sure your doctor and/or hospital notifies BCBSM of your admission so that a predetermination can be established. If your admission is not predetermined, you may be responsible for all or a portion of any denied hospital and/or physician charges.*

### **Emergencies and Referrals**

In certain situations, the 20% sanction amount may be waived when services are received from non-network providers. These situations include:

- **Emergency care.** An emergency is an accidental injury or the sudden onset of a condition that requires immediate medical or surgical care. A sanction will not be applied for the initial examination and treatment of an accidental or medical emergency by a non-network provider.
- **Referrals.** Occasionally, Blue Preferred Plan providers may need to refer you to other providers that are not in the network. This referral process allows your network provider control over your treatment outside of the network and eliminates the sanction you would otherwise pay.

**The referral form is completed by your physician. You need only to present the completed form at the time of your referral appointment. The referring provider will mail the form back to the network provider.**

## **Exceptions to the Rule**

**For the following services and/or programs you may use non-network providers with no sanction:**

- **Outpatient psychiatric care**
- **Substance abuse treatment programs (including sub-acute rehabilitation care)**
- **Services of home health care agencies**
- **Hospice care programs**
- **Outpatient hemodialysis in approved freestanding facilities**
- **Convalescent care services**



## **Questions and Answers About the Blue Preferred Plan**

### **Q. Will this PPO meet everyone's needs?**

**A.** Saginaw County recognizes that there may be a few who cannot take advantage of the Blue Preferred Plan. In the following situations, PPO coverage may be inconvenient.

- If you or your spouse will reach age 65 during the next year.
- If you are currently in a long term treatment program, and your provider is not a Blue Preferred Plan network provider.
- If you are pregnant, and the doctor you are seeing regularly for your pre-natal care is not a Blue Preferred Plan network physician.
- If you are responsible for providing health care coverage to someone living outside of the network, such as a dependent attending school away from home.
- If you are retired and living out-of-state or travel out-of-state more than 60 days per year.

To assure that its employees and retirees have the appropriate delivery system to fit unique life situations, it has agreed to use the following criteria:

1. Retirees over age 65 will retain their current BCBSM Medicare Coverage.
2. Retirees under age 65 will have the current BCBSM traditional plan.
3. Employees who have a dependent who resides out-of-state year round, or employees who fit one of the categories bulleted above, will have the option to keep the current BCBSM traditional plan.

**Q. What happens if I am a PPO member and my situation changes so that I meet one of the above criteria?**

**A.** Once a year, during the month of May, you will be allowed to transfer into the traditional BCBSM plan if you meet any of the previously listed criteria.

**Q. My child attends school outside of Michigan. How does that affect me?**

**A.** Without a pre-authorized referral from a PPO Blue Preferred Plan network provider, you will be required to pay the sanction amount on any services received out of network. Please refer to Saginaw County's criteria above which allows the option to convert to traditional coverage.

**Q. How can I find a PPO provider?**

**A.** When you require medical care, consult the BCBSM Blue Preferred Plan directory. It contains the name of doctors and hospital participating in the Blue Preferred Plan network. You schedule appointments directly with network providers. BCBSM does not require notification when you select or change network providers.

**Q. What if I need services while traveling out-of-state and there are no PPO providers available?**

**A.** There are no Blue Preferred Plan network providers outside of Michigan. Unless you have a pre-authorized referral from your physician, you maintain coverage for emergencies only. If an emergency occurs outside the network's service area, full coverage is provided for treatment of an accidental injury or medical situation when a delay in treatment would jeopardize your health.

**Q. What if my doctor sends me to a provider outside the network?**

**A. Occasionally, Blue Preferred network physicians may need to refer you to other physicians, laboratories, or hospitals that are not in the Blue Preferred network. With a pre-authorized referral from your network provider, covered services will be paid according to your level of coverage, and the 20% sanction will not be applied. This referral process allows your physician to oversee your treatment outside of the network.**

**If you are referred to another provider, a referral form must be completed by your physician. You need only to present the completed form at the time of your referral appointment. Your referring physician will mail the form back to your network physician.**



## Blue Preferred Plan Health Care Coverage Summary

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay
<b>PREVENTIVE SERVICES</b>			
■ Annual Physical Exam	Covered	Nothing	All charges
■ Well Child Care (to age 6)	Covered	Nothing	All charges
■ Pediatric and Adult Immunizations	Covered	Nothing	All charges
■ Routine Mammography (based on criteria)	Covered	Nothing	20% sanction
■ Routine Pap Smear (1 test annually)	Covered	Nothing	20% sanction
<b>OFFICE VISITS</b>			
■ Office visits for diagnosis or treatment of disease, condition, or injury	Covered	Nothing	All charges (see referral criteria)
■ Allergy Treatment, Testing and Serum	Covered	Nothing	20% sanction
<b>DIAGNOSTIC SERVICES</b>			
■ Laboratory and Pathology (PLUS labs)	Covered	Nothing	20% sanction
■ Diagnostic/Therapeutic Radiology	Covered	Nothing	20% sanction

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

**INPATIENT HOSPITAL CARE**

<b>General Conditions</b> <ul style="list-style-type: none"> <li>■ Semi-Private Room</li> <li>■ Meals</li> <li>■ Special Diets</li> <li>■ Nursing Care</li> <li>■ Intensive Care Units</li> <li>■ Drugs</li> <li>■ Hospital Equipment</li> </ul>	Covered	Nothing	20% sanction
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**OUTPATIENT HOSPITAL CARE**

<ul style="list-style-type: none"> <li>■ <b>Emergency Room</b>  - Accidental Injuries  - Medical Emergencies, approved diagnosis</li> </ul>	Covered	Nothing	Nothing
<ul style="list-style-type: none"> <li>■ <b>Physical Therapy</b> (60 consecutive days per condition, renewed yearly)</li> </ul>	Covered	Nothing	20% sanction

**MENTAL HEALTH CARE (Approved Facilities)**

<ul style="list-style-type: none"> <li>■ Inpatient Psychiatric Care</li> </ul>	45 days, 60 day renewal	Nothing	20% sanction
<ul style="list-style-type: none"> <li>■ Inpatient Hospital Based Residential Substance Abuse Care</li> </ul>	Unused mental health care days	Nothing	Nothing
<ul style="list-style-type: none"> <li>■ Outpatient Mental Health Care</li> </ul>	20 visits per calendar year	Nothing	Nothing
<ul style="list-style-type: none"> <li>■ Psychological Testing (Outpatient)</li> </ul>	\$50 per calendar year	Nothing	Nothing
<ul style="list-style-type: none"> <li>■ Outpatient and Non-hospital Based Residential Substance Abuse Care</li> </ul>	35 visits per calendar year	Nothing	Nothing

**Where You Get Services**

<b>Benefits</b>	<b>PPO Option 1</b>	<b>Where You Get Services</b>	
		<b>In PPO Network You Pay</b>	<b>Out of PPO Network You Pay</b>

**SPECIAL HOSPITAL PROGRAMS**

■ Skilled Nursing Care	730 days	Nothing	Nothing
■ Hospice Care	Covered up to annually adjusted maximum	Nothing	Nothing
■ Specified Human Organ Transplants (approved facilities)	Covered	Nothing	20% sanction

**MEDICAL/SURGICAL CARE**

■ Surgery - Technical Surgical Assistance - Anesthesia	Covered	Nothing	20% sanction
■ Maternity Care - Delivery - Pre- and Post-Natal Care	Covered Covered	Nothing Nothing	20% sanction 20% sanction
■ Inpatient Medical Care	Covered	Nothing	20% sanction
■ Inpatient Consultations	Covered	Nothing	20% sanction
■ Emergency Care (Physician) - Accidental Injuries - Medical Emergencies (approved diagnosis)	Covered	Nothing	Nothing

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

**REPRODUCTIVE CARE AND FAMILY PLANNING SERVICES**

■ Diagnosis and treatment of sterility caused by illness, injury, or disease (PLUS labs)	Covered	Nothing	20% sanction
■ Voluntary Sterilization	Covered	Nothing	20% sanction
■ Voluntary Termination of Pregnancy	Covered	Nothing	20% sanction

**ADDITIONAL BENEFITS**

■ Ambulance Services	Covered	Nothing	Nothing
■ Prosthetic Appliances	Covered	Nothing	Nothing
■ Home Health Care	Covered	Nothing	Nothing
■ Durable Medical Equipment	Covered	Nothing	Nothing

**PRESCRIPTION DRUG PROGRAM**

■ Federal Legend Drugs, including contraceptives, insulin/needles/syringes	Covered, PPP network pharmacies*	Only noted copay	Paid at 75% of allowed cost, less noted copay
*Additional copay when brand name drug (instead of generic) is requested and prescription does not indicate "Dispense as Written" (DAW)			

*This is intended as an easy to read guide. It is not a contract. An official description of benefits are contained in applicable Blue Cross and Blue Shield of Michigan certificates and riders. This coverage is provided pursuant to a contract entered into the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.*

## **Exclusions and Limitations of the Saginaw County Blue Preferred Plan**

Following are exclusions and limitations of the Blue Preferred Plan.

- Office visits, examinations, treatments, tests, and reports relating to requirements or documentation of health or medical status for employment, insurance, travel or for legal proceedings are not a benefit.
- Cosmetic surgery is not a benefit unless services are provided for the correction of congenital anomalies (birth defects), conditions resulting from accidental injuries or traumatic scars, and correction of deformities resulting from certain surgeries including breast reconstructive surgery following mastectomies.
- Custodial or domiciliary care in a nursing home, residential institution or other setting which is not incidental to support medical and skilled nursing care but is primarily for the purpose of maintaining the enrollee's basic needs for food, shelter, and clothing is not a benefit.
- Personal or comfort items such as telephone, television, and similar items are excluded.
- Benefits are not provided for care, services, supplies, devices, drugs or procedures which are experimental, investigational or research in nature unless specifically approved as a benefit by the Health Plan Board of Directors. Unusual procedures or services for which costs or risks are excessive and probably benefits are slight are not benefits except as determined by the Health Plan's Medical Director.
- Reversal of voluntary sterilization, in vitro fertilization, transsexual surgery, all services related to surrogate parenting arrangements, and preparatory treatment thereto are not benefits. Artificial insemination is not a benefit.



- **Chiropractic services**

- **Benefits do not include coverage for gastrointestinal bypass, gastric stapling, or other surgery for weight reduction unless authorized by a Plan Physician as medically necessary, rendered in connection with an unrelated medical condition, and considered to be nonexperimental and in accordance with generally accepted medical practice.**

## HEALTH BENEFITS

### Professional Services

Office Visits/Home Visits  
Primary Care  
Specialty Care

Maternity Care, Including  
Pre & Post Natal visits,  
delivery & other services

Pediatric care, including  
well child visits

Inpatient Professional  
Services, including services  
of Anesthesiologists, Radio-  
logists, pathologists, etc.

Consultations-Inpatient

Consultations-Outpatient

Surgery & Surg. Assist-Inpatient

Surgery & Surg. Assist-Outpatient

Diagnostic & Therapeutic  
Services, including Lab.,  
Pathology & Radiology

### Preventive Health Services

Periodic Physical Exams  
and Health Assessments

Pediatric & Adult Immunizations

Health/Nutrition Ed  
Counseling & Supervision

Some Programs have nominal fees

Pap Smears

### Hospital Services

Semi-private Room and  
board, nursing service,  
use of operating rooms, etc.

Anesthesia

Physical, Speech &  
Occupational Therapy

Other Hospital &  
Ancillary Services

### Inpatient Mental Health Services

### Traditional

80% MM after deductible

Delivery covered in full.  
Pre & Post Natal; 80% MM  
after deductible

Well child visits not covered

Covered in full

Covered in full

80% MM after deductible

Covered in full

Covered in full

\$5 or 10% whichever is greater

Not covered

Not covered

Not covered

Not covered

120 days, 30 day renewal  
unlimited days under

Covered in full

Covered in full

Covered in full

Traditional

Hospital Services

30 days, 60 day renewal  
additional MM benefits  
at 50% copay up to  
psychiatric maximum

Outpatient Hospital Services

Hospital & Ancillary  
Services

Covered in full

Emergency Care

In-Area

Covered up to \$15

Out-of-Area

.Same

Ambulance

80% MM after deductible

Reproductive Health Care & Family Planning Services

Family Planning Services

Not covered

Genetic Testing & Counseling

Not covered

Adult Sterilizations

Not covered

Infertility Services

Not covered

Voluntary First Trimester

Covered in full

Mental Health Services

Outpatient Evaluation, Crisis  
Intervention, Short-term  
Therapy

50% MM after deductible, up  
to psychiatric maximum

Substance Abuse Services

Outpatient

Covered up to annual  
maximum set by State

Intermediate Treatment  
(Residential)

Unused days from Inpatient  
Psychiatric Care (No  
additional MM benefits)

Short-term Detoxification

Up to 5 days Inpatient

Physical Therapy & Rehabilitation Services

Short-Term Physical Therapy &  
Medical Rehabilitation Services  
including Speech Therapy  
Skilled Nursing Facility

Covered up to 60 days per  
condition per year

Traditional

Medically necessary care for  
general medical conditions

Not covered

Other Services

Chemotherapy

Covered in full

Blood

80% MM after deductible

Hemodialysis

Covered in full

Durable Medical Equipment

80% MM after deductible

Home Care

Covered in full

Prosthetic & Orthotic Appliances

80% MM after deductible

Allergy Testing & Serum

80% MM after deductible

Injections

Not covered

Miscellaneous

Maternity Benefits

Immediate

Newborn Dependent Coverage

Date of birth

Dependent coverage age 19-25

Available

Sponsored Dependent Coverage

Available

Patient Grievance Procedure

Provided Customer Service

Conversion Privilege

Provided

Enrollment Outside HMO Service  
Area

No Applicable

Prescription Drugs

Any Participating Pharmacy

\$2 copayment, requires  
generic drugs. Six 13 only  
90% MM after deductible

Prescriptive Contraceptive  
Devices & Drugs

Not covered

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\*Footnotes:

Deductible: \$100 per person  
\$200 family/calendar year

Copayments: 20% general  
services; 50% mental health  
and private duty nursing

Maximum Copayment: \$1000  
per family, calendar year

All psychiatric care:  
\$15,000 per member, per

**\*Footnotes (Continued):**

**Traditional**

All psychiatric care:  
\$15,000 per member, per  
year, \$30,000 per member  
lifetime. Outpatient:  
\$2,000 per member per year.  
\$5,000 per member lifetime.

Note: SFX 013 only;  
Deductible: \$50/\$100  
Copayment: 10% general, 75% Mnthly  
Health and Pvt. Duty Nursing

Note: "Covered in Full" means  
there will be no out-of-pocket  
expense if you receive this service  
from a participating provider

SAGINAW COUNTY  
HEALTH CARE PROGRAM

PREMIUMS AND EMPLOYEE/RETIREE SHARES:  
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EMPLOYEES: (BCBS-PPO PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
Total Annual Premium	\$2,238.36	\$4,924.44	\$4,969.20
Annual Employee Share	\$156.69	\$344.71	\$347.84
Monthly Employee Share	\$13.06	\$28.73	\$28.99

Employee premium shares are based on 10% pre-tax contributions. Amounts may vary slightly based on income and tax exemptions claimed.

Family Continuation and Sponsored Dependent coverages are available, if eligible, at higher premium costs.

Employees may elect to receive \$50 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

RETIREES: (BCBS-TRADITIONAL PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
Total Annual Premium	\$2,256.24	\$4,956.72	\$5,004.84
Retiree Share Based on Years of Service (schedule attached)			

Retiree Complementary coverage required, if eligible, at lower premium costs.

Medicare Supplemental Coverage payments available, if eligible.

Retirees may elect to receive \$50 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

CASH INCENTIVES:  
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The plan administrator will provide an estimate of claims for the year. Employees and Retirees will receive 50% of the savings if actual claims for the year are below the estimate. Payments will be distributed on a per capita basis for the first year. After the first year, individual payments will depend on individual claims. Must be a subscriber for a full year and contribute a share of premiums to be eligible to receive any cash incentive. No cash incentive will be paid until there has been a full and complete accounting for the amount of claims paid for the year including incurred but not reported claims identified by the plan administrator. The actuarial estimate of claims for the first of year of this plan is \$3,105,800

APPENDIX C  
SAGINAW COUNTY  
SCHEDULE OF SALARY PROGRESSION  
ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/92

UNION (S.C.M.H.E.U.)		PROFESSIONAL				CLASSIFICATION	
SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)	
P01	17,788.00 684.15	18,508.00 711.85	19,236.00 739.85	19,954.00 767.46	20,678.00 795.31	21,458.00 825.31	
P02	19,236.00 739.85	20,010.00 769.62	20,792.00 799.69	21,567.00 829.50	22,347.00 859.50	23,179.00 891.50	
P03	20,848.00 801.85	21,680.00 833.85	22,513.00 865.88	23,348.00 898.00	24,237.00 932.19	25,127.00 966.42	
P04	22,456.00 863.69	23,404.00 900.15	24,350.00 936.54	25,291.00 972.73	26,234.00 1,009.00	27,239.00 1,047.65	
P05	24,178.00 929.92	25,237.00 970.65	26,290.00 1,011.15	27,349.00 1,051.88	28,404.00 1,092.46	29,518.00 1,135.31	
P06	26,017.00 1,000.65	27,183.00 1,045.50	28,351.00 1,090.42	29,575.00 1,137.50	30,797.00 1,184.50	32,021.00 1,231.58	
P07	28,015.00 1,077.50	29,351.00 1,128.88	30,393.00 1,168.96	32,021.00 1,231.58	33,352.00 1,282.77	34,686.00 1,334.08	
P08	29,906.00 1,150.23	31,336.00 1,205.23	32,819.00 1,262.27	34,309.00 1,319.58	35,795.00 1,376.73	37,280.00 1,433.85	
P09	32,271.00 1,241.19	33,869.00 1,302.65	35,467.00 1,364.12	37,064.00 1,425.54	38,659.00 1,486.88	40,311.00 1,550.42	
P10	34,913.00 1,342.81	36,621.00 1,408.50	38,328.00 1,474.15	40,037.00 1,539.88	41,745.00 1,605.58	43,487.00 1,672.58	
P11	37,025.00 1,424.04	38,980.00 1,499.23	40,937.00 1,574.50	42,884.00 1,649.38	44,799.00 1,723.04	46,665.00 1,794.81	
P12	39,633.00 1,524.35	41,858.00 1,609.92	44,055.00 1,694.42	46,241.00 1,778.50	48,423.00 1,862.42	50,446.00 1,940.23	
P13	42,005.00 1,615.58	44,327.00 1,704.88	46,859.00 1,802.27	49,187.00 1,891.81	51,749.00 1,990.35	53,910.00 2,073.46	

SAGINAW COUNTY  
SCHEDULE OF SALARY PROGRESSION  
ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/92

SALARY GRADE	UNION (S.C.M.H.E.U.)		T.O.P.S.			CLASSIFICATION
	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)
T01	12,286.00 472.54	12,675.00 487.50	13,062.00 502.38	13,511.00 519.65	13,954.00 536.69	
T02	12,782.00 491.62	13,230.00 508.85	13,676.00 526.00	14,175.00 545.19	14,563.00 560.12	
T03	13,340.00 513.08	13,784.00 530.15	14,233.00 547.42	14,678.00 564.54	15,174.00 583.62	
T04	13,840.00 532.31	14,341.00 551.58	14,843.00 570.88	15,343.00 590.12	15,839.00 609.19	
T05	14,397.00 553.73	14,899.00 573.04	15,399.00 592.27	16,035.00 616.73	16,455.00 632.88	
T06	14,955.00 575.19	15,454.00 594.38	16,010.00 615.77	16,563.00 637.04	17,122.00 658.54	
T07	15,676.00 602.92	16,233.00 624.35	16,790.00 645.77	17,401.00 669.27	18,011.00 692.73	
T08	16,455.00 632.88	17,068.00 656.46	17,677.00 679.88	18,290.00 703.46	18,957.00 729.12	
T09	17,290.00 665.00	17,899.00 688.42	18,566.00 714.08	19,236.00 739.85	19,901.00 765.42	
T10	18,122.00 697.00	18,847.00 724.88	19,622.00 754.69	20,401.00 784.65	21,179.00 814.58	
T11	19,066.00 733.31	19,901.00 765.42	20,735.00 797.50	21,567.00 829.50	22,405.00 861.73	
T12	20,289.00 780.35	21,177.00 814.50	22,068.00 848.77	22,961.00 883.12	23,848.00 917.23	
T13	21,512.00 827.38	22,456.00 863.69	23,404.00 900.15	24,350.00 936.54	25,291.00 972.73	
T14	22,790.00 876.54	23,789.00 914.96	24,794.00 953.62	25,794.00 992.08	26,793.00 1,030.50	
T15	24,124.00 927.85	25,180.00 968.46	26,234.00 1,009.00	27,293.00 1,049.73	28,351.00 1,090.42	
T16	25,517.00 981.42	26,573.00 1,022.04	27,743.00 1,067.04	28,849.00 1,109.58	30,015.00 1,154.42	



