

AFSCME LOCAL 1124
ASSISTANT PROSECUTORS

SAGINAW COUNTY

SAGINAW COUNTY
PROSECUTING ATTORNEY

LABOR AGREEMENT

OCTOBER 1, 2008
THROUGH
SEPTEMBER 30, 2013

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AGREEMENT

THIS AGREEMENT is entered into this 21st day of September, 2010, pursuant to 1965 P.A. 379, between the County of Saginaw and the Saginaw County Prosecutor, hereinafter referred to as the "County" or "Prosecutor" or "Employer" and the American Federation of State, County & Municipal Employees, Local 1124 representing the Bargaining Unit hereinafter referred to as the "Union" or "Employee(s)".

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

DEFINITIONS

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

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

L. "Probationary Employee(s)". Shall be defined as any Employee having less than one (1) year employment with the County.

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

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

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

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

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

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

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

T. "Union". Shall be defined as officers, representatives, and members of the duly elected labor organization representing the bargaining unit comprised of The American Federation of State, County & Municipal Employees, Local 1124 within the scope and meaning of Act 379 of the Public Acts of 1965 as amended.

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

PREAMBLE

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

NON-DISCRIMINATION

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

ARTICLE I

RECOGNITION AND SECURITY

Section 1.1 - Recognition of Bargaining Unit

Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, and any other applicable law, the County and the Prosecuting Attorney do hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining with respect to compensation and rates of pay, hours of work, and other specified terms and conditions of employment, during the term of this Agreement for those employees in a Bargaining Unit consisting of duly licensed attorneys of the Michigan Bar appointed to the position of Assistant Prosecuting Attorney pursuant to MCL 49.11, *et. sq.*, except for the Chief Assistant Prosecutor and the APA IV position.

Section 1.2 - Management Non-Interference

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

applying the provisions of this Agreement.

Section 1.3 - Employees Covered

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

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

Section 1.4 - Agency Shop

Employees who are eligible members of the Union shall, as a matter of course within thirty (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. Within thirty (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 thirty (30) calendar days following the commencement of their 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 which shall be equivalent to the amount of Union dues, and any initiation fees as required of members of the Union.

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 letter addressed to address last known to the Union spelling out that she/he is delinquent in payment of dues or fees, specifying the current amount of delinquency, warning the Employee that unless such amount is tendered within ten (10) calendar days, she/he will be reported to the Employer for termination from employment as provided herein.
- (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.
- (c) The Employer shall then provide the Employee with two weeks termination notice specifying the date she/he will be discharged if delinquent dues or fees are not

tendered on or before one day prior to the discharge date.

- (d) 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 1.5 - Check-off

The Employer will check off fees and monthly dues on the basis of individually signed voluntary check-off authorization cards on 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 (1st) 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 she/he 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 directly to the Treasurer of the Union. The Union Treasurer shall advise the County Personnel Division of the amount of fees and monthly dues to be deducted, (which shall not be computed on the basis of a percentage of earnings) and the Union agrees that fees and monthly dues amounts shall not be changed more than once every 12 months.

The Union will invoice the employer, monthly in advance, by union member, for the amount of dues required and will accept payment from the employer by electronic funds deposit, if such payment method is required by the employer, and compatible with the Union's ability to receive such payment.

In the event an Employee has no pay due or insufficient pay to permit the deduction on the second pay of the month, 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. If for any reason it fails to make a deduction for any Employee as above provided, it 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 cooperate with the Union in identifying new and terminated Employees and those 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 payment.

ARTICLE II

UNION AND MANAGEMENT RIGHTS

Section 2.1 - Union Rights

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

Section 2.2 - Co-Employers

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

Section 2.3 - Prosecutor Rights

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

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

Section 2.4 - County Rights

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

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

ARTICLE III

SENIORITY

Section 3.1 - Seniority Date

A Regular Full-Time Employee's seniority shall start from his/her most recent starting date of full-time employment as an Assistant Prosecutor.

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

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

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

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

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

Section 3.2 - Probation

New Employees hired in the Prosecutor's Office shall be considered as Probationary Employees for the first one (1) year of their employment. When an Employee finishes the probationary period, by accumulating one (1) year of employment she/he shall be entered on the

seniority list of the unit and shall rank for seniority from the day one (1) year prior to the day she/he completes the probationary period. There shall be no seniority among Probationary Employees.

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

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

Section 3.3 - 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.
- (c) Layoff or absence because of illness or injury not covered by workers' compensation for a continuous period in excess of the Employee's seniority at the time the layoff or absence began, or for one year, whichever is shorter.
- (d) An absence due to a compensable (workers' compensation) disability incurred during the course of employment shall not break continuous service, provided the Employee returns to work within thirty (30) days after statutory payments cease (unless payments were stopped inappropriately) or after the end of the period used in calculating a lump sum payment or upon signing an Agreement to waive seniority as part of a redemption Agreement, whichever occurs first.
- (e) Absence from work for a period of three (3) consecutive scheduled work days without notification to the Prosecutor during such period of the reason for the absence.
- (f) Failure to report for work upon recall from layoff.
- (g) Retirement.
- (h) Failure to return to work at the expiration of an approved leave of absence.

Section 3.4 - Job Posting

Permanent Bargaining Unit vacancies (vacancies other than Temporary vacancies) that are

to be filled shall be posted on bulletin boards in the Prosecutor's Office for application by current Employees for a period of ten (10) calendar days.

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

Section 3.5 - Layoff and Recall

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

Layoff and recall of seniority Employees will be determined by the Prosecutor without regard to seniority, provided that when a position becomes available at any time within one (1) year of the start of the layoff, the person on layoff shall have right of first refusal to that position and, if recalled, shall be reinstated consistent with the salary limitations described in Section 9.2.

Section 3.6 - Notice of Recall

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

Section 3.7 - Notice of Layoff

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

Section 3.8 - Use of PTO Compensation

Any Employee laid off pursuant to this Article shall have the option of being paid, within one pay period of the effective date of the layoff, for accumulated PTO hours or any portion thereof, at the discretion of the Employee, in the same manner under this Agreement as if that Employee had been terminated.

ARTICLE IV

HOLIDAYS

Section 4.1 - Holidays

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

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

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

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

Section 4.2 - Observance of Holidays

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

ARTICLE V

PAID TIME OFF

Section 5.1 - Paid Time Off (PTO Banks)

Regular Full-Time Employees shall accrue PTO in accordance with the following provisions:

- (a) Employees with more than six (6) months and less than three (3) years of service shall accrue PTO in the amount of 136 hours per year. Employees are not eligible to take PTO during the first six (6) months of employment. PTO accrued during the first six (6) months of employment will not be credited until completion of that period.
- (b) Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 152 hours per year.

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

Section 5.2 - Carry over

The number of PTO hours carried forward into a new calendar year shall be limited to 700. In the event an Employee has over 700 hours accumulated in his/her PTO bank on the ratification date of this Agreement, said Employee shall retain that number of PTO hours, which shall serve as that Employee(s)' limit. For the ensuing year, said Employee(s) shall not be able to carry over any more PTO hours than that which existed in his/her PTO bank as of the ratification date of this Agreement. As of September 30, 2012, no bargaining unit Employee shall be allowed to retain more than 700 accumulated hours in his/her PTO bank at any time.

Section 5.3 - Payoff at Separation

Upon termination of employment, an Employee shall be compensated at 50 percent (50%) cash value for the unused PTO time up to a maximum of 600 hours (maximum payment for 300 hours at Employee's current rate of compensation) through date of termination. PTO compensation will not be used in computing final average compensation for retirement purposes.

Section 5.4 - Usage

PTO may be taken in increments of one (1) hour.

Section 5.5 - Scheduling

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

Section 5.6 - Payment

PTO will be paid at the current rate of the Employee at the time it is used or paid. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an Employee is entitled to by reason of any increment plans. PTO compensation will not be used in computing final average compensation for retirement programs.

Section 5.7 - Holidays

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

Section 5.8 - Absence

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

Section 5.9 - Short Duration Absence

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

ARTICLE VI

LONGEVITY PAY

Section 6.1 - Longevity Pay.

Full-time CURRENT members of the Bargaining Unit (those employed in this unit prior to January 25, 2005) shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of \$70 per year for each full year of service (as of December 1) after completion of five (5) years of service. A CURRENT MEMBER 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. A CURRENT MEMBER 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 that year. Any CURRENT MEMBER who is terminated, dismissed, or resigns on or before December 1 of each year shall not be eligible for longevity compensation.

NEW MEMBERS of this unit (those hired into this bargaining unit on or after January 25, 2005) are not eligible for nor shall they receive longevity pay, unless they were receiving longevity pay pursuant to their former collective bargaining agreement with Saginaw County, in which case new members shall receive longevity pay as if they were CURRENT MEMBERS.

ARTICLE VII

INSURANCE

For purposes of this Article, CURRENT EMPLOYEES are defined as bargaining unit members currently employed by the County of Saginaw who were hired prior to January 25, 2005; and NEW EMPLOYEES are defined as bargaining unit members who are hired on or after January 25, 2005.

Section 7.1 - Hospitalization/Medical Insurance for CURRENT EMPLOYEES only

The County shall pay the premium (subject to Employee co-pay as provided in Section 7.9) for the preferred provider health care program, including, but not limited to, preventative services, office visits, diagnostic services, in-patient hospital care, out-patient hospital care, mental health care, special hospital programs, medical/surgical care, reproductive care and family planning services, additional benefits and prescription drug program as otherwise set forth in Saginaw County's Community Blue 1 or PPO8, with the benefits, deductibles, co-pays, riders, etc., as outlined in this Agreement and in the attached Benefits at a Glance, or provide comparable coverage for each full-time Employee, spouse and dependents. Dependents, as used in this Section, shall be in accordance with the definition of the Internal Revenue Service. The Employer may also offer other health insurance plans, which may be chosen during specified open enrollment periods.

After selecting a plan, an Employee may thereafter change such plan selection only during an open enrollment period. Those Employees who do not indicate a plan change shall, in accordance with the above procedure, continue under the previously declared plan.

~~The County shall continue to pay the premium for applicable insurance during any period of an Employee's disability resulting from any work related injury as well as for the surviving spouse and dependents of an Employee who dies as a result of such work related injury. Dependents, as used in this Section, shall be in accordance with the definition of the insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage at the time they are employed and at the annual reopening.~~

The insurance benefits described in this Section shall not be modified by the Employer without first presenting any proposed changes in coverage or carrier to the Union for the purpose of bargaining. The parties shall engage in good faith bargaining for the purpose of arriving at a mutually satisfactory resolution. The Employer shall not unilaterally implement any changes in the insurance benefits provided herein, or the carriers thereof, unless there is an agreement thereto by the Union, or a bonafide impasse reached on the issues exists.

See Saginaw County Health Care Program details for more information.

Section 7.1A Hospitalization/Medical Insurance for NEW EMPLOYEES

Employees hired on or after January 25, 2005 shall become eligible the first day of the month following completion of six (6) months of continuous employment for the coverage herein described. Hospitalization/Medical insurance for New Employees of this unit shall be the

same as that provided for Current Employees in sections 7.1, 7.3 and 7.13 but for New Employees shall be eligible to receive PPO Option 8 only, with the benefits, deductibles, co-pays, riders, etc., as outlined in this Agreement and in the attached Benefits at a Glance, and shall not be eligible for Community Blue 1, except as follows: During an open enrollment period New Employees may elect to purchase or "buy up" to Community Blue 1 at a cost equal to the actual difference plus any administrative expenses, as determined exclusively by the County Controller's Office, between PPO8 and the coverage elected by the New Employee. All costs associated with a New Employee's election to purchase a plan other than PPO8 shall be borne exclusively by the affected New Employee and the County shall incur no costs or expenses whatsoever related to any New Employee's election to choose a plan other than PPO 8. The Employer may also offer other health insurance plans, which may be chosen during specified open enrollment periods.

See Saginaw County Health Care Program details for more information.

Section 7.2 - Life and Accidental Death Insurance

The County shall pay full premium on a term policy of group life insurance providing coverage to each full-time Employee in the amount of \$50,000 and \$50,000 Accidental Death and Dismemberment Insurance effective the first day of the month following completion of six (6) months continuous employment or the first of the month following ratification of this Agreement, whichever is later. The amount of insurance for active Employees will be reduced to 92%, 84%, 76%, 68%, 60% and 50% of that amount on the Employee's 65th, 66th, 67th, 68th, 69th and 70th birthdays, respectively. Retirees will be insured for group term life in the amount of \$4,000.

Section 7.3 - Dental Insurance

Dental insurance shall be provided to full-time Employees only and their eligible dependents (as defined by the insurance carrier) effective the first day of the month subsequent to completion of six months service. Benefits shall be equivalent to the Blue Cross Dental Plan currently in effect at the time of this Agreement.

Section 7.4 - Workers Compensation

In the event an Employee sustains an occupational injury, he/she will be covered by applicable Worker's Compensation Laws. Any Employee sustaining an occupational injury, shall be paid for the days scheduled to work during the first seven (7) calendar days after the injury not chargeable to any other benefit. The Employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries.

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

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

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

Section 7.5 - Continuation Upon Retirement for CURRENT EMPLOYEES only

An Employee retiring from Saginaw County employment shall be eligible for single coverage with group health insurance provided proper application is made prior to retirement and the Employee is a member of the Plan on the date of the retirement and the Employee agrees to participate in the Employee's share program outlined below. The Employee may purchase insurance for non-covered eligible dependents at group rates at their option. Retirees and authorized covered dependents shall be able to continue with the current plan in which they are enrolled at the time of retirement (either Community Blue 1 or PPO Option 8, Blue Preferred Program; and possibly other plans that may be offered by the Employer) or provided comparable coverage. There will be no opportunity to switch to other existing group health options at the time of or during retirement. An Employee who retires under this Agreement shall contribute to the payment of the health insurance premium required for coverage of the Employee. Payment shall be in accordance with the number of continuous years of service actually worked for Saginaw County regardless of the total number of credited years of service held by the employee for the purpose of calculating the County Defined Benefit Pension through MERS, as indicated in the following table:

Full-Time Years of Service	Employer Pays	Employee Pays
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 & Over	95%	05%

Part-time Employees are ineligible for health insurance upon retirement.

Employees who retire or terminate employment, and who are eligible for health insurance coverage, may elect to receive a monthly stipend of one hundred fifty dollars (\$150) per month in lieu of said coverage, provided that they are not covered under a County paid health plan. This election is irrevocable.

Current Employees may make an irrevocable election to refuse the retirement health insurance provided in this section and instead choose the RHS Plan described in section 7.5A below for New Employees. Current Employees making this election to the RHS Plan shall never be eligible for the retirement health insurance provided in this section or any other retirement health insurance provided by the County at any time in the future. Current Employees who refuse retirement health insurance and elect the RHS Plan shall be paid a one-time incentive of fifteen thousand dollars (\$15,000.00) by the County. This paragraph shall expire and be null and void one (1) year after the effective date of this Agreement.

Section 7.5A Retirement Health Care Savings Program for NEW EMPLOYEES.

NEW EMPLOYEES shall not be eligible for retirement health insurance provided under Section 7.5 above or any other retirement health insurance that may be provided by the County in the future. NEW EMPLOYEES and those employees previously enrolled in the former RHS plan shall thereby be enrolled in an employer-sponsored Health Care Savings Program (HCSP) per the Employer's agreement with MERS. The County will contribute 1% of enrolled employees' salary to the HCSP and those enrolled are mandated to contribute a percentage of their salary ranging from 0.25% to 10%. This amount may be increased at any time, but never decreased, per the HCSP's rules. Other mandatory pre-tax contributions and elective post-tax contributions may apply to the HCSP. See HCSP Agreement for more details.

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

Section 7.6 - Medicare Complementary Coverage

The hospitalization insurance for retirees, and authorized dependents shall be converted to Medicare complementary coverage at County expense upon either the subscriber or a covered dependent becoming eligible for Medicare. It is each Employee's personal responsibility to contact the Social Security Administration regarding Medicare. The subscriber and his/her dependent must enroll for both Parts A and B of Medicare. If the plan member who becomes eligible for Medicare conversion dies before the other plan member is eligible for Medicare, the surviving plan member shall be transferred to the PPO Plan in which he/she was enrolled prior to the conversion.

Section 7.7 - Continuation Upon Layoff

In the event of layoff, an Employee's hospitalization/medical and life insurance shall be continued at the Employer's expense for a period of sixty (60) days from the end of the month in which the Employee last worked.

Section 7.8 - Continuation Upon Leave of Absence

Life insurance shall continue in force for a period of up to six months from the first day of

the month in which a leave of absence commences for all leaves of absence other than service in the armed forces. Health and Dental insurance shall be continued during an Employee's absence as a result of being off work and receiving disability benefits.

Section 7.9 - Health and Dental Insurance

With respect to the insurance coverage designated in Section 7.1 and Section 7.3 of this Article, it is agreed that Employees shall pay ten percent (10%) of the cost of the Community Blue 1 health plan and dental insurance, and zero percent (0%) of the cost of the PPO8 Health Plan. The Employer shall pay the remaining premium; provided, however, the Employee shall be responsible for the additional cost of sponsored dependent riders (Dependent over age 19 is not eligible for a family continuation rider unless the subscriber provides more than half of the support of the dependent, and the dependent is related to subscriber by blood, marriage or legal adoption, and the dependent is a member of subscriber's household). Proof of the preceding may be requested by the County. Applicable rates for the year are those in effect at the beginning of the premium year. The Employee's contribution shall be changed only once each year coinciding with the beginning of the premium period, unless the Employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class. Regular part-time Employees hired on or after January 1, 1996, shall not receive insurance benefits.

Section 7.10 - Option to Health Insurance Coverage

A full-time Employee upon becoming eligible to receive or presently enrolled in a County Health Insurance Program may choose to receive one hundred fifty dollars (\$150.00) for full-time Employees 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.

Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this Agreement. Employees who are covered by another Saginaw County Employee's health care coverage are not eligible to receive the payment in lieu of coverage.

If an Employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, change of spouses's employment status, 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 Employer, the Employer shall in no way be held liable for health coverage during such lapse.

Section 7.11 - Liability Insurance

The County shall provide, at no cost to the Employees, a policy of professional liability insurance to indemnify and protect Employees against liability on any claim brought against an Employee arising out of the performance of the Employee's official duties. For the purposes of this Section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the

Employee or to the County under whose authority the Employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful Employee misconduct the same shall not constitute the performance of the official duties of any Employee within the operation of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at \$15,000,000) (Fifteen Million Dollars) and shall include the cost of defense, including attorney fees.

Section 7.12 - Change In Insurance Coverage

The County may select or change insurance providers carrying out the provision of this insurance coverage outlined above, providing comparable benefits at comparable or less cost to Employees are maintained.

Section 7.13 - Vision Insurance

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

Section 7.14. Wellness Activity Reimbursement.

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

Section 7.15. Blue Cross/Blue Shield Michigan Savings Refund.

Historically, the County of Saginaw receives an annual Michigan Savings Refund (Refund) from Blue Cross/Blue Shield of Michigan (BCBSM). This annual Refund has been based on physician and other medical provider settlements; pharmacy recoveries; and prescription drug rebates. The EMPLOYER agrees to provide each bargaining unit employee who is eligible to receive employer-sponsored health benefits a pro-rata share of the annual Refund on or before March 31 of the following year for "refund years" 2010, 2011 and 2012 (e.g. 2010's annual Refund share, if any, will be distributed by March 31, 2011). For purposes of this Section, "refund years" mean the 12-month periods recognized by BCBSM (historically from December 1 through November 30). The pro-rata share shall be based on the total number of County employees eligible to share the annual Refund amount. Eligibility for the pro-rata share of the Refund is contingent on the employee having been employed the entire "refund year," as no shares will be prorated.

By way of example only, using 2008's Refund in the amount of \$246,071.91, if 500 employees had been eligible to receive the annual Refund, each employee who was employed during the

entire 2008 "refund year" would have received approximately \$492 by March 31, 2009. Further, if an employee had left employment on November 29, 2008, said employee would not have been eligible for nor would he/she have received any share of the Refund for that "refund year."

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

Section 7.16. Participation in Union/Management Health Insurance Committee.

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

ARTICLE VIII

LEAVES

Section 8.1 - Time Off for Illness

(A) Should an Employee be absent because of illness during the first six (6) months of employment, such absence shall be without pay.

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

(C) The Employer has the right to require documentation of illness if sick leave abuse is suspected.

Section 8.2 - Leaves of Absence

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

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

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

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

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

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

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

Section 8.3 - Military Leave

Except as herein provided, the re-employment rights of Employees and Probationary Employees after military service will be limited by applicable laws and regulations. However, regular employees involuntarily called to active military duty shall have the same benefits as those afforded to non-union employees in County Policy No. 363, as amended on October 25, 2005.

Section 8.4 - Jury Duty

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

Section 8.5 - Disability Leave

Section 1. A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work related nature is eligible to apply for disability leave (described in Section 2). Upon approval, the disability plan works in concert with the Paid Time Off process described in the Paid Time Off Article (Article V). The plan requires an unpaid 14 calendar day waiting period during the disability before the disability compensation program begins, however, the employee may use his/her Paid Time Off bank during the 14 calendar day period, if such PTO time is available. If a subsequent disability occurs, solely resulting from the same illness or injury, the original 14-day waiting period described above shall be considered the waiting period required for the subsequent disability, if the subsequent disability occurs within one year. If the disability continues beyond the 14 calendar days the employee shall receive 60% of his/her pay up to one year, which may be supplemented with the Paid Time Off bank. PTO shall only accrue for the first ninety (90) days of the disability. (PTO accrual shall discontinue for an employee on disability more than ninety (90) days). The disability plan will also provide for health, optical and dental coverage to continue during the entire period of disability (up to one year) with the same employee co-pay or percentage of premium contribution. Basic life insurance coverage will

also continue without cost during the disability. Voluntary additional coverage will be maintained based on continuous employee premium payments.

Section 2. Eligibility. Under no circumstances will an employee be eligible for benefits described in Section 1 except by County approved medical disability. Requests are submitted and processed through the Budget and Benefits Division or the designated court official(s). Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary, which will be paid for by the County. An eligible employee requesting disability leave who may also be eligible under the Family Medical Leave Act (FMLA) requirements (Section 8.7) shall have the time used counted towards the annual (FMLA) entitlement of twelve (12) total weeks.

Section 3. Employer/Supervisor Review. The decision to grant a disability leave, reduce hours of work, provide reasonable accommodation or other favored work will not be made unless and until the Prosecuting Attorney has been contacted and allowed time to discuss the proposed job modification.

Section 4. Final Determination. The Budget and Benefits Division will exclusively make the final determination to grant a disability claim and notification will be provided to the affected Prosecuting Attorney along with any work restrictions.

Section 5. Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and approved by the County or when the treating physician's statement of disability expires and an extension is not provided; or when the employee retires as a result of disability or normal service retirement; or upon layoff, death or discharge, or resignation.

Section 6. Social Security Offset. Disability payment described herein shall be offset by any Social Security disability payment due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the County for any period paid by Social Security shall be repaid by the employee to the County.

Section 7. Light Duty. All employees are subject to the Light Duty rules as listed below:

All employees who may become unable to perform their normal job description duties due to medical restrictions associated with either non-work related or work-related injuries or illnesses shall be assessed for light duty and shall comply with the requirements of the Light Duty Job Program outlined within this section. The goal of the program is to get the employee back to productive employment and normal duties as soon as medically possible. Light duty jobs have been developed to enable the County of Saginaw to assign employees to work, which will accommodate their medical restrictions.

The County of Saginaw will assign light duty jobs after review of and consistent with medical evidence of restrictions associated with the employee's injury. These light duty jobs may or may not:

- be located in the department where the employee is normally assigned,
- be within the bargaining unit where the employee is normally assigned,
- consist of duties which the employee normally performs,
- take place during shifts, which the employee normally works.

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

Section 8.6 - Funeral Leave

- (a) **Immediate Family:** In the event of a death in the employee's immediate family (spouse, child, stepchild, parent, legal guardian, part-in-law, brother/sister, grandparent, grandchild, daughter-in-law, or son-in-law), the employee shall be excused without loss of pay on the days scheduled to work for a period not to exceed three (3) consecutive days, one of which must be the day of the funeral. The Prosecutor may authorize an extension of the leave up to a total of five (5) days if circumstances, such as extensive travel, require the employee to be absent. Extensive travel is defined as any distance over 300 miles one way.
- (b) **Close Relative:** In the event of the death of a close relative (spouse's brother or sister) the employee shall be excused without loss of pay for the purposes of attending the funeral provided such funeral day is one of the employee's normally scheduled work days. The Prosecutor may authorize an extension of the leave up to a total of three (3) days if circumstances, such as extensive travel (as defined above) require the employee to be absent.
- (c) **Employees Excluded:** Funeral Leave is not authorized for other than regular full time employees; provided, however, the Prosecutor may reschedule part-time personnel to provide for lost time.

Section 8.7 - Family and Medical Leave

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

ARTICLE IX

SALARIES AND COMPENSATION

Section 9.1 Anniversary Date

The anniversary date of each Employee for purposes of salary increases called for by this Agreement shall be October 1st, unless thereafter promoted. An Employee hired or promoted after October 1st, shall have, as an anniversary date for salary increases, the date of hire or most recent promotion.

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

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

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

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

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

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

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

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

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

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

Section 9.4 - Appointment to Position For New Employees

Original appointment to any position for a new Employee shall be made at the entrance rate of the classification. Authorization for initial compensation above Step 1 shall be obtained from the Board of Commissioners in accordance with the Saginaw County Personnel Policy.

Section 9.5 - Date of Hire

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

Section 9.6 - Maximum Pay

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

Section 9.7- Implementation of Step Increases

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

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

Section 9.8- Retroactive Application

All provisions of this Article, including provisions relating to compensation, salary and related benefits shall be deemed retroactive to October 1, 2008, regardless of the date this Agreement is signed or otherwise made effective, except certain insurance provisions which will be deemed effective at the soonest possible date after ratification.

ARTICLE X
DISCHARGE

Section 10.1 - Discharge

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

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

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

2. Compensation for any accrued unused PTO hours up to 600 hours at the rate of fifty percent (50%) of the Employee's salary rate at time of discharge.
3. For Employees not fully vested in the ICMA Retirement System, the non-vested Employer contributions and accumulated earnings thereon held by the ICMA Retirement Corporation shall be payable, at the election of the Employee, either by payment, to the extent

permitted by law, into a deferred compensation program designated by the Employee or in cash in the form of salary less social security and withholding taxes and other deductions, as applicable, or in a combination of the two forms of payment.

4. Continuation of Employee health, dental and life insurance benefits for a period of ninety (90) days following the date of discharge provided the Employee shall be solely responsible for making payment of the Employee's contribution to the applicable premium.

ARTICLE XI

RETIREMENT

Section 11.1 - Retirement

Full-time Employees hired prior to January 1, 1996 who have not voluntarily opted to be members of the ICMA Defined Contribution Plan shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-3 and F50/25 or F55/20, FAC 5, V-6 Program and 0% Employee contribution.

Effective January 1, 1996, all full-time new hires to the Bargaining Unit shall become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Management Association ICMA) which provides for the following Employee and Employer contributions:

For CURRENT EMPLOYEES of this unit (those employed in this unit prior to January 25, 2005)

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

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

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

The Employee may select one (1) of the above contribution plans initially upon being hired or selecting this retirement option and may change the contribution plan in accordance with regulations established by the ICMA. Employees under the Defined Contribution Plan can retire at age 55 with 6 years of service.

Under the Saginaw County Defined Contribution Plan (ICMA), the Employee will be provided with maximum portability of both the Employee and Employer contributions including earnings on the Employer and Employee contributions by allowing the Employee, upon termination of employment to withdraw the entire amount of the Employee contribution including earnings on the Employee contribution and a percentage of the Employer

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

<u>SERVICE TIME</u>	<u>RETAINED BY EMPLOYEE</u>
Up to and including 35 months	0%
36 through 47 months	25%
48 through 59 months	50%
60 through 71 months	75%
72 months plus	100%

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the Employees shall select the option for both the Employer's and the Employees funds. The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the Union harmless for Employee liability related to the new program.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 - Keys

The County agrees to supply each Employee with keys or cards necessary for access to the Courthouse, subject to compliance with the adopted security plans, the Prosecutor's Office and the Employee's individual office. These keys will be replaced by the County if broken or lost without cost to the Employee.

Section 12.2 - Private Practice or Employment

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

Section 12.3 - Professional Dues

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

Section 12.4 - Other County Benefits

Employees shall be entitled to take advantage of any optional or elective benefit

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

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1 - Purpose

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

Section 13.2 - Definition of Grievance

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

Section 13.3 - Grievance Committee

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

Section 13.4 - Investigation of Grievances

The Grievance Committee, during regular working hours and without loss of pay or time, in accordance with the terms of this Agreement, may investigate and present grievances to the County and the Prosecuting Attorney, provided that the time taken does not interfere with scheduled office duties and responsibilities to the Prosecuting Attorney. In the sole discretion of the responsible Committee member, she/he may request that his/her role in the investigation, with privileges described herein, be conducted by another member of the committee who is readily available to participate. This request will be on a grievance by grievance basis. The Prosecuting Attorney and Personnel Department are entitled to notice, orally or in writing, of the Committee member handling the specific grievance. The privilege of allowing working hours to be used to address appropriate matters without losing time or pay is subject to the understanding that the time will be used for processing the grievance and will not be abused. The Prosecuting

Attorney may request that such time spent processing grievance matters be documented.

Section 13.5 - Special Meetings

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

Section 13.6 - Grievance Procedure

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

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

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

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

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

Step 5 - In the event the dispute has not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Personnel Department's answer in Step 4 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association, or Federal Mediation and Conciliation Service, in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, or add to or subtract from the terms of this Agreement, but shall have authority only to interpret and apply the provisions of this Agreement which shall constitute the basis on which the arbitrator's decision shall be

rendered. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which violates the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The decision of the arbitrator shall be binding on the parties. The cost of the arbitrator shall be borne equally by the County and the Union.

Section 13.7 - By-Pass Steps

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

Section 13.8 - Failure to Proceed

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

Section 13.9 - Time Off For Grievance Meetings

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

ARTICLE XIV

Section 14.1 - Waiver Clause

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

Section 14.2 - Savings Clause

If any Article, Section or provision of this Agreement, or any addendum hereto should be held invalid by operation of law or by determination by any court of competent jurisdiction, or if compliance with or enforcement of any Article, Section or provision should be reinstated by operation of law or by a court of competent jurisdiction, the remainder of this Agreement shall not be effected thereby. Should any Article, Section or provision of this Agreement be deemed invalid for any reason or become invalid by operation of law subsequent to its effective date, or

become unenforceable for any other reason, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion or provision.

ARTICLE XV

TERM OF AGREEMENT

Section 15.1 - Effective Date and Termination Date

This Agreement shall become effective as of the date of execution hereof and shall remain in effect until September 30, 2013. 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) days prior to September 30, 2013 or any September 30 thereafter that it desires to modify or terminate this Agreement.

Section 15.2 - Notices

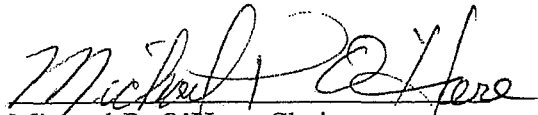
Notice in accordance with Section 15.1 above, shall be given by certified mail; be completed by and at the time of mailing; and if given by the County; to be addressed to the President, 1034 North Washington, Lansing, Michigan, 48906 and to the Local Union President and, if given by the Union, to be addressed to the Saginaw County Personnel Division, 111 S. Michigan, Saginaw, Michigan 48602. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

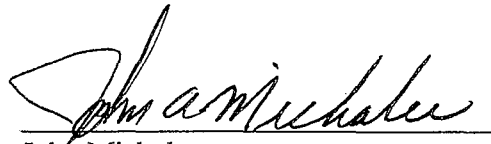
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.


Date 12/16/2010

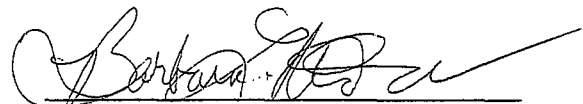
COUNTY


UNION



Michael P. O'Hare, Chair
Board of Commissioners

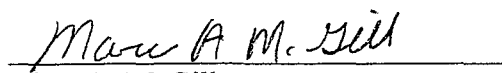

John Michalec
Staff Representative
Michigan AFSCME Council 25

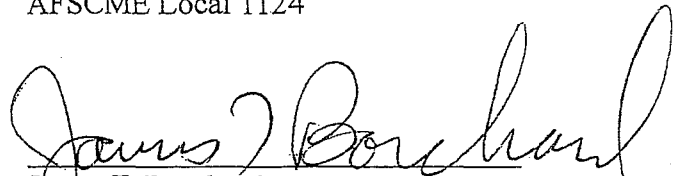

Michael D. Thomas, Prosecutor

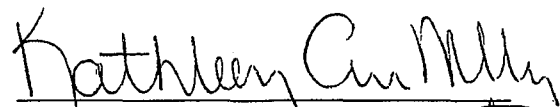

Barbara L. Meter
Assistant Prosecuting Attorney
AFSCME Local 1124


André R. Borrello
Labor Specialist


A. George Best, II
Assistant Prosecuting Attorney
AFSCME Local 1124


Marc A. McGill
County Controller


James T. Borchard
Assistant Prosecuting Attorney
AFSCME Local 1124


Kathleen A. Miller
Assistant Prosecuting Attorney
AFSCME Local 1124

Appendix A

Assistant Prosecutor's Union Salary Schedule

APA I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Starting	6 months	1 year	2 years	3 years	4 years
10/01/08 – 09/30/13	\$55,758	\$59,560	\$63,361	\$67,163	\$70,965	\$74,766

APA II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Starting	6 months	1 year	2 years	3 years	4 years
10/01/08 – 09/30/13	\$70,965	\$73,753	\$76,541	\$79,329	\$82,117	\$84,904

Effective October 1, 2008: No base wage increase.

Effective October 1, 2009: No base wage increase; 1.75% lump sum based on base wage, all classifications.

Effective October 1, 2010: No base wage increase; 1.75% lump sum based on base wage, all classifications.

Effective October 1, 2011: No base wage increase; 1.75% lump sum based on base wage, all classifications.

Effective October 1, 2012: No base wage increase; 1.75% lump sum based on base wage, all classifications.

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



Benefits-at-a-Glance

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

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

Eligibility Information

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

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

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

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

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

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

Member's Responsibility (Deductible, Copay and Maximums)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Blue Preferred RX Prescription Drug Coverage

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

Blue Preferred RX Prescription Drug Coverage

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

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

Prescription covered services

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

Prior Authorization/ Step Therapy Drugs

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

Covered - 100 percent of the approved amount less plan copay

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

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

Prescription Drug other benefit information

Benefits

Prescription Drug Preauthorization

Drug interchange and generic copay waiver

Quantity limits

Prescription drug preferred therapy

Network Pharmacy

Requires approval for select prescription drugs before prescription are filled

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

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

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

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

Non-network Pharmacy

Requires approval for select prescription drugs before prescription are filled

Community BlueSM PPO – Plan 8 - Suffix 660 Benefits-at-aGlance

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

In-network

Out-of-network

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

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

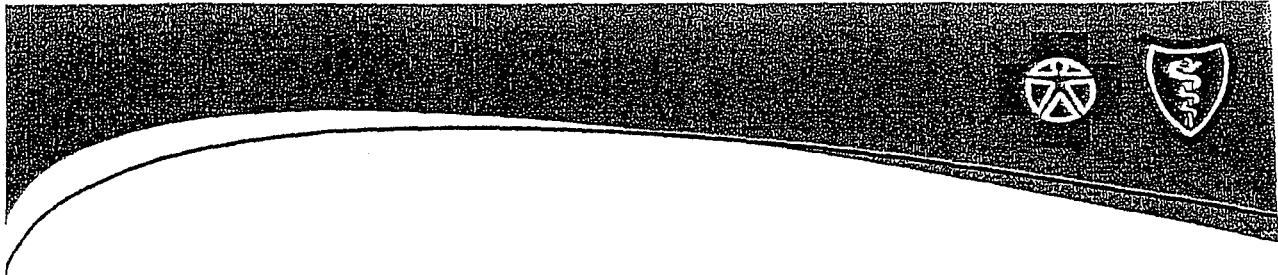
	In-network	Out-of-network
Deductibles	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more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

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

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

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bcbsm.com



In-network

Out-of-network

Mammography

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

Physician office services

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

Emergency medical care

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

Diagnostic services

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

Maternity services provided by a physician

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

Hospital care

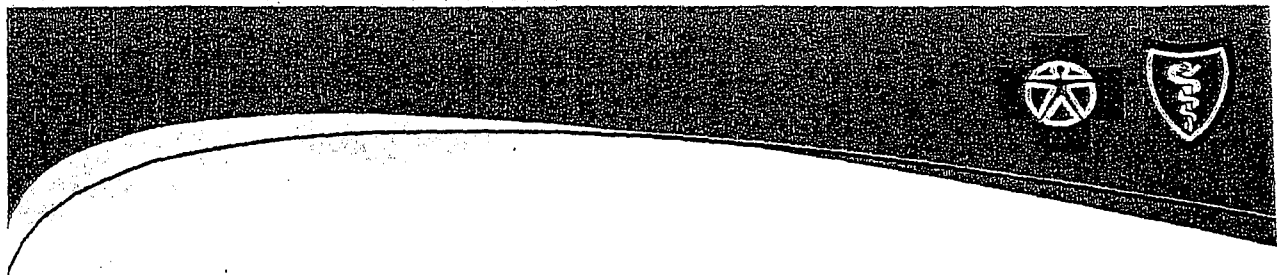
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 80% after deductible	Covered – 60% after deductible
Unlimited days		
Inpatient consultations	Covered – 80% after deductible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

Alternatives to hospital care

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

Surgical services

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



In-network

Out-of-network

Human organ transplants

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

Mental health care and substance abuse treatment

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

Other covered services

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



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

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

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

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

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

Covered services

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

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

Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

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bcbsm.com



Features of your plan

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

Optional riders

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



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Traditional Plus Dental Coverage Benefits-at-a-Glance

Class I Services

Oral Exams	Covered – 100%, twice per calendar year
Prophylaxis (Teeth Cleaning)	Covered – 100%, two cleanings in any 12-month period
Fluoride Treatment	Covered – 100%, only when the member is 19 years of age or under
Space Maintainers	Covered – 100%, once per quadrant per lifetime, up to age 19
Palliative Emergency Treatment	Covered – 100%

Class II Services

Bitewing X-rays	Covered – 80%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 80%, once every 60 months
Fillings - permanent teeth	Covered – 80%, once every 24 months
Fillings - primary teeth	Covered – 80%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings – permanent teeth	Covered – 80%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 80%, three per calendar year
Root Canal Therapy	Covered – 80%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 80%, once every 24 months
Occlusal Adjustment	Covered – 80%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 80%, once every 12 months
General Anesthesia or IV Sedation	Covered – 80%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 80%
Tissue Conditioning	Covered – 80%, once every 36 months per arch

Class III Services

Relining or Rebasings of Partial or Dentures	Covered – 50%, once every 36 months per arch
Repairs to Existing Partial or Dentures	Covered – 50%, up to one-half the approved amount for a new denture in any 12-month period
Removable Dentures and Partial	Covered – 50%, once every 60 months
Fixed Bridges	Covered – 50%, once every 60 months, payable for members age 16 and older

Copays and Dollar Maximums

Copays	20% for class II services and 50% for class III services
Dollar Maximums • Annual Maximum	\$1,500 per member for all covered services

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

Note: Benefit period for dental coverage is the 12 month period beginning on the effective date of coverage or renewal by the group.

Note: The Traditional Plus Dental plan includes a discounted dental network that reduces out-of-pocket costs when members use DenteMax network dentists.

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SAGINAW COUNTY



Blue Vision Benefits at-a-Glance

Blue Vision benefits are provided by Vision Service Plan, the largest provider of vision care in the nation. Members can receive services from one of VSP's over 23,000 member doctor locations or a nonparticipating provider. To find a VSP member doctor, call 1-800-877-7195 or visit VSP's Web site at www.vsp.com.

Eye examination	VSP member doctor	Nonparticipating provider
Covers a complete eye exam including refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient	Covered - \$25 copay	Covered - \$25 copay, up to \$35
	Once every 24 months	

Frames	VSP member doctor	Nonparticipating provider
A wide selection of quality frames is fully covered by the VSP frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.	Covered - \$25 copay	Covered - \$25 copay, up to predetermined amount
	One frame every 24 months	

Lenses	VSP member doctor	Nonparticipating provider
Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61mm. Pink lens tints (for glare reduction) are also covered in full.	Covered - \$25 copay	Covered - \$25 copay, up to predetermined amount
	One pair every 24 months	

Contacts: Members may obtain either eyeglasses or contact lenses, but not both.

Elective contacts may be chosen instead of spectacle lenses and a frame.	Covered - \$150 applied toward contact lens fitting, evaluation and materials, member responsible for difference.	Covered - \$105 applied toward contact lens fitting, evaluation and materials, member responsible for difference.
	Once every 24 months	
Therapeutic Contact Lenses (medically necessary)	Covered - \$210 maximum, member responsible for difference, less \$25 copay	
	Once every 24 months	

Copays

	VSP member doctor	Nonparticipating provider
• Exams	\$25 copay	\$25 copay
• Frames, lenses or medically necessary contacts.	A combined \$25 copay	Member responsible for difference between approved amount and provider's charge, less \$25 copay
• There is only one \$25 materials copayment when lenses and frames are purchased together.		

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Blue Cross Blue Shield of Michigan and Blue Care Network are non-profit corporations and independent licensees of the Blue Cross and Blue Shield Association.

Category: 300
Number: 353

Subject: WELLNESS ACTIVITY REIMBURSEMENT

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

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

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

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

Category: 300
Number: 363

Subject: LEAVE OF ABSENCE

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

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

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

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

7. ADMINISTRATIVE PROCEDURES:

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

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

Approved as to Substance:
Saginaw County Controller/CAO

Approved as to Legal Content:
Saginaw County Civil Counsel

ADOPTED April 23, 2002
AMENDED October 25, 2005

Category: 300
Number: 364

Subject: **FAMILY AND MEDICAL LEAVE POLICY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3 Employer/Employee Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Controller/CAO

Saginaw County Civil Counsel

ADOPTED: October 25, 2005

AMENDED: August 12, 2008; January 20, 2009