

AGREEMENT  
BETWEEN  
ALLEGAN COUNTY  
AND THE  
ALLEGAN COUNTY SHERIFF  
AND  
POLICE OFFICERS LABOR COUNCIL

**Effective January 1, 2003 through December 31, 2005**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of March, 2004, effective January 1, 2003, by and between the COUNTY OF ALLEGAN AND THE ALLEGAN COUNTY SHERIFF, hereinafter referred to as the "Employer", and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union".

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### **ARTICLE I** **RECOGNITION**

1.1: Collective Bargaining Unit. Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all deputies of the Sheriff's Department, excluding command officers, reserve officers, elected officials, dog warden, all part-time employees, including deputies and all other employees of the County of Allegan.

1.2: Union Activity. The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

### **ARTICLE II** **UNION SECURITY AND CHECKOFF**

2.1: Agency Shop. It is understood and agreed that all present full-time employees covered by this Agreement who are members of the Union shall, as a condition of continued employment, remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering the Agreement as determined by the Union. All present full-time employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall, as a condition of continued employment, become and remain members in good standing of the Union, within thirty-one (31) days after the execution of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All full-time

employees covered by this Agreement who are hired after the effective date thereof, shall, as a condition of continued employment, become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of thirty-one (31) days of employment with the Employer.

- A. The Union shall indemnify and save the Employer harmless from any liability that may rise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

2.2: Checkoff. For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, which shall be provided by the Union, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter.

- A. The Union shall indemnify and save the Employer harmless from any liability that may rise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

### **ARTICLE III** **RIGHTS OF EMPLOYER**

3.1: Management Reserved Rights. The management of the County and its Sheriff Department is expressly reserved to the employers and shall include by way of illustration and not by way of limitation, the right to determine all matters of management policy; to determine the services which shall be provided and the organization, location and operation of each department and facility; to determine the methods, processes, means, equipment and material utilized to provide its services; to determine the number and classifications of employees employed; to direct the working force, including without limiting the right to hire, discipline, suspend or discharge for just cause, promote, demote, transfer or lay off employees, or to reduce or increase the size of the working force, or to make judgments as to qualifications and skill; to establish reasonable rules, regulations and policies not inconsistent with this Agreement; to determine work schedules and hours of employment and to maintain its operations as in the past but it shall also have the right to study and use improved methods or equipment and outside assistance either from within the County organization or from without as necessary for the advancement of the County. It is understood that except as expressly limited in this Agreement, the employers shall have all of the customary rights and functions of management and the Constitutional powers of the Sheriff shall not be diminished.

**ARTICLE IV**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

4.1: Grievance Definition. A grievance shall be defined as any dispute during the term or any extensions of this Agreement regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

4.2: Grievance Procedure. An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within three (3) calendar days after the occurrence of the event upon which his complaint is based, or if he or the Union has no knowledge of the occurrence of the event, then within three (3) regularly scheduled working days after conditions were such that he or the Union should have such knowledge, whichever is sooner. The supervisor shall give the employee a verbal answer within three (3) calendar days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the aggrieved employee's immediate supervisor within five (5) calendar days after the employee receives the answer of his immediate supervisor. The supervisor shall give a written answer to the aggrieved employee within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with one (1) copy of the grievance thus settled retained by the employee, one (1) copy retained by the supervisor, and one (1) copy given to the Union representative.

SECOND STEP: If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union shall notify the Sheriff in writing within seven (7) calendar days after receipt of the written First Step answer of a desire to appeal the grievance. If such written request is made, the Sheriff and/or his designated representatives shall meet with the Union Grievance Committee within seven (7) calendar days thereafter to discuss the grievance. A written Second Step answer to the grievance shall be given to the Union within seven (7) calendar days after such meetings. If the answer at this stage is satisfactory, the Union Representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Sheriff.

THIRD STEP: If the grievance has not been resolved in the foregoing steps, and the Union wishes to appeal the grievance further, the Union shall notify the Sheriff and the County Administrator in writing within seven (7) calendar days after the Second Step answer has been received of its desire to proceed to the Third Step. If such written request is made, the Sheriff and/or his designated

representatives and the County Administrator and/or his designated representatives shall, within seven (7) calendar days thereafter, schedule a meeting with the Union's Grievance Committee and/or its Field Representative to be held within thirty (30) calendar days thereafter to discuss the grievance. A written Third Step answer to the grievance shall be given to the Union within seven (7) calendar days after such meeting. If the answer at this stage is satisfactory to the Union, the Union representative shall so indicate on the answer and sign it with two (2) copies of the settled grievance retained by the Union, one (1) by the Sheriff and one (1) by the County Administrator.

ARBITRATION: In the event the grievance remains unresolved following completion of the Third Step, the Union may advance the matter to arbitration through the Federal Mediation and Conciliation Service, in accordance with its Voluntary Arbitration Rules, then obtaining, provided such submission is made within thirty (30) calendar days after receipt by the Union of the Employer's Third Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitration matter shall be limited to a dispute during the term or any extensions of this Agreement regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

4.3: Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall have no power or authority to amend, alter, or modify this Agreement in any respect either directly or indirectly. He shall have no power to rule upon the exercise of the Employer's reserved rights or the Constitutional authority of the Sheriff except as those rights and powers are expressly limited by this Agreement. If the issue of arbitrability is raised, the issue of arbitrability shall be determined before the merits of the matter shall be considered. Any award of the arbitrator shall not be retroactive prior to that time that the grievance was first presented in writing. The arbitrator's decision shall be final and binding on the Union, employers and employees except that either party reserves all legal recourse if the arbitrator has exceeded his jurisdiction or the decision is the product of wrongdoing. The salary and expenses of the arbitrator shall be borne equally and paid jointly by the employers and the Union.

4.4: Time Limits. Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.



4.5: Class Actions. Grievances on behalf of the entire department or the entire Union shall be filed by the Union's Grievance Committee and shall be processed starting at the Second Step of the grievance procedure.

4.6: Arbitration Beyond Termination. The parties agree that if a grievance concerns a vested right, the matter may be subject to the Grievance and Arbitration Procedure notwithstanding the termination of the Agreement.

4.7: Grievance Committee Meetings. Meetings of the Joint Grievance Committee provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day which they are scheduled. The Union committee members, not to exceed two (2) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employer shall be promptly notified who shall be members of the Union grievance committee and any changes therein.

## ARTICLE V DISCHARGE AND SUSPENSION CASES

5.1: Discharge and Suspension. In the event an employee under the jurisdiction of the Union who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Sheriff within five (5) regularly scheduled working days after such discharge or after the start of such suspension.

- A. For informational purposes only, the Employer agrees to promptly notify the Union of such suspension or discharge.
- B. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- C. A suspended or discharged employee, if he so desires, will be allowed to discuss the suspension or discharge with the Union representative before being required to leave the premises of the Employer.

5.2: Reinstatement. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, including any automatic in grade

pay increases, less any compensation that he may have earned at other employment during such period, or unemployment compensation received.

5.3: Past Discipline. The employer agrees not to consider any discipline given to an employee which is older than 24 months in determining an appropriate penalty for a current infraction, provided that the employee has maintained an infraction free record during this period of time.

5.4: Arbitrability of Discipline. The parties agree that an arbitrator may review the penalty imposed in considering whether an employee has been disciplined for just cause.

5.5: Disciplinary Transfers. The Union acknowledges that the Sheriff reserves the right to transfer an employee for disciplinary purposes.

## **ARTICLE VI** **STRIKES AND LOCKOUTS**

6.1: No Strike/Lockout. The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

6.2: Violation Penalty. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer.

## **ARTICLE VII** **SENIORITY**

7.1: Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer, and since which he has not quit, retired or been discharged. Effective January 1, 1993, for employees entering the bargaining unit, seniority shall be defined as an employee's length of continuous full time employment with the Allegan County Sheriffs' Department dating from the date that the employee was MLEOTC certified beginning after completion of the probationary period. No time shall be deducted from an employee's seniority due to absenteeism occasioned by authorized leaves of absence, vacations, PTO, sick or accident leaves or layoffs as provided for in section 7.4. Seniority shall be used as a method of preference only as provided in this Agreement.

7.2: Probationary Period. All newly hired full-time employees shall be probationary employees until they have completed 2,184 hours of actual work for the Allegan County Sheriff Department. These hours do not include vacations, sick time, PTO, comp time or any other days

off for sickness or injury, whether it is work-related or on personal time. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and attributes necessary to qualify such person for permanent and regular employee status. During the probationary period the employee shall have no seniority status, and may be laid off or discharged in the sole discretion of the Sheriff. During the probationary period an employee may be discharged without recourse to the grievance and arbitration procedure.

7.3: Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date. If two (2) or more of such employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first names.

7.4: Loss of Seniority. An employee's seniority shall terminate:

- A. If he quits, retires or is justifiably discharged.
- B. If, following a layoff, he fails or refuses to notify the Sheriff of his intention to return to work within seven (7) calendar days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer or having notified the Sheriff on his intention to return, fails to do so within fifteen (15) calendar days after such notice is sent.
- C. If he is absent for three (3) consecutive regularly scheduled working days without notifying the Sheriff prior to or within such three (3) day period of a justifiable reason for such absence.
- D. When he has been laid off or remains on a medical leave of absence for a period of twenty-four (24) or more consecutive months.

7.5: Indefinite Layoff. If it becomes necessary to reduce the number of employees in the bargaining unit, if any, the Sheriff shall determine what classifications are to be reduced and what employees shall be removed from these classifications on the basis of their classification seniority providing always that the remaining employees in that classification have the then present skills and ability to perform all elements of work in the classification. Layoffs within a classification shall occur in the following order: 1) part-time employees; 2) probationary employees; and 3) non-probationary full-time employees. Employees removed from the classification may exercise their department seniority to bump employees in any lower-rated classification within the bargaining unit, if any, provided at the time of said bump they have the then-present ability as determined by the Sheriff to perform all aspects of the classifications they bump without trial or training. Employees will be recalled in accordance with their classification seniority.

- A. Employees who bump pursuant to this section shall assume the rate of pay of the classification into which they bump.

7.6: Temporary Transfer. The Employer shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, PTO, vacations or leaves of absence for the period of such absences. The Employer shall also have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) calendar days in any calendar year. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred.

- A. When an employee is temporarily transferred for the convenience of the Employer from one job classification to another, as provided in this Section, he or she shall continue to be paid the salary to which he or she is entitled in his or her permanent job classification for which the maximum of the rate range is higher than his or her permanent job classification in which event, after performing the responsibilities of the position for a period of one (1) hour, his or her salary shall be increased for the remainder of such transfer to the level he or she would have received had he or she been awarded the job.
  - (i) This section shall not apply to those employees who volunteer to temporarily perform shift supervisor functions.
  - (ii) The Sheriff reserves the right to assign employees who volunteer to perform detective duties for a temporary period of time determined by the Sheriff for up to one year.

7.7: Shift Preference.

- A. Employees shall make their shift selection in accordance with the following:
  1. By seniority;
  2. For the semi-annual periods of October through March and April through September;
  3. Shift selections shall be made thirty (30) days in advance of the semi-annually posted schedule.

- B. The employer reserves the right to change an employee's scheduled shift for cause or for training employees.
- C. Probationary employees shall be placed on the schedule at the discretion of the Employer.
- D. Employees may change their shifts by mutual agreement between the affected employee(s) and the Employer.
- E. For purposes of this section only, employees promoted out of the bargaining unit and are returned to the bargaining unit shall be entitled to utilize not more than two (2) years of continuous service in the non-bargaining unit position.

7.8: Work Assignments. Work assignments remain the exclusive Constitutional right of the Sheriff and shall not be impaired by any provision of this Agreement.

#### **ARTICLE VIII** **LEAVES OF ABSENCE**

8.1: Personal Leave of Absence. The Employer may grant a leave of absence without pay for personal reasons of not to exceed thirty (30) calendar days, which period may, for good cause, be extended without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work.

8.2: Disability Leave of Absence. An employee who, because of accident, illness or pregnancy, is physically unable to report for work shall be given a leave of absence for the duration of such disability for up to 24 months, provided he promptly notifies the Sheriff of the necessity therefore and provided further that he supplies the Sheriff with a certification from a licensed physician of the necessity for the continuation of such absence when the same is requested by the Sheriff. Disability due to pregnancy shall be treated as any other medical disability.

8.3: Guard Duty Leave of Absence. An employee who is a member of the National Guard or Reserves who is called for defense training shall be entitled to a leave of absence for whatever is the annual active duty training period. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay, such pay not to exceed two (2) calendar weeks.

8.4: Military Leave of Absence. Any full-time or regular part-time employee who has completed their probationary period and who enters active service of the Armed Forces of the United States shall receive a military leave of absence without pay and benefits for period of such duty, up to two (2) years. An employee returning from military service shall be reemployed in accordance with applicable federal and state statutes, as long as application for reemployment is made within 90 days of his or her discharge.

**ARTICLE IX**  
**DISABILITY INSURANCE AND WORKER'S COMP SUPPLEMENT**

9.1: Disability Insurance. The Employer shall provide to eligible employees a disability income insurance policy which shall provide at the first day on non-duty related injury or the eighth day of non-duty related illness, an income equal to sixty-six (66%) at the employee's regular straight time earnings for a maximum of fifty-two (52) weeks with a maximum benefit of \$700 per week. When an employee receives benefits under this section, the Employer shall continue its contribution toward health, dental and vision insurance premiums as set forth in Sections 13.1, 13.3 and 13.8 for up to twelve (12) month, provided the employee contributes towards those premiums as required by using sufficient PTO hours each payroll. Those employees not taking insurance will be required to utilize at least one hour PTO each payroll during the period of disability (or approved FMLA leave).

An employee may elect to use more PTO hours each payroll, to equal his or her regular net salary. If the employee is not on the payroll, he or she will be required to pay 100% of health, dental and vision insurance premiums.

9.2: Worker's Compensation Supplement. When an employee is absent from work due to an illness or injury arising out of and in the course of his employment by the County and which is compensable under the Michigan Workers' Compensation Act, he shall receive full salary from the Employer for the first seven (7) days. After the first seven (7) days, the Employer shall provide the difference between the daily benefit and daily salary to a maximum of one (1) year from the time of illness or injury. The Employer agrees to continue its contribution toward medical insurance premiums as set forth in Section 13.1 during the period of the wage supplement described above, provided that the employee contributes toward the insurance premiums as required by Section 13.1.

**ARTICLE X**  
**HOURS AND WAGES**

10.1: Workday/Work Week. The normal work day shall consist of eight (8) or ten (10) or twelve (12) hours per day. Except for the road patrol, the normal work week shall average forty (40) hours per week. The road patrol shall be scheduled for a 14-day tour of duty that averages eighty-four (84) hours. However, nothing contained herein shall be construed as a guarantee of the above amounts of work or pay per week or day. All steps are automatic to the employee in that classification. The County Sheriff will certify these steps at the proper time.

10.2: Break and Lunch Periods. Employees shall be entitled to a rest or break period of not to exceed ten (10) minutes duration at or near the midpoint of each half shift and a twenty (20) minute paid lunch period at or near the midpoint of each shift. It is understood and agreed that the timing of the break and lunch period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an employee to take a break period until the urgent or critical aspects of the job then being performed have been completed and on occasion an employee may miss a given lunch or break period. It is likewise understood and agreed that during the aforementioned break and lunch periods employees are on duty and expected to

perform their normal job duties, thus eliminating the necessity of providing relief for employees during these periods. Deputies assigned to patrol duty make take their aforementioned lunch or break period outside their patrol vehicle, but must check out with their dispatcher when they begin their break or lunch period and check back in at the conclusion of said period and will be subject to call during said break and lunch period in case of emergency.

10.3: Overtime Premium. Except for the road patrol, time and one-half (1-1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of forty (40) hours in a work week. For purposes of determining overtime premium, paid time shall be treated as time worked.

For employees on road patrol, time and one-half (1-1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of eighty-four (84) hours in a 14-day tour of duty.

Employees shall be permitted to choose compensatory time off at the rate of time and one-half (1-1/2) for each hour of overtime worked as defined in this section. Compensatory time off accrual shall be capped at 180 hours per employee, and any overtime worked will be paid in cash to an employee with a compensatory time off bank equal to or greater than 180 hours.

10.4: Call-In. When, as a result of performing his duties as a police officer, an employee is required to make a court appearance or an appearance before an administrative agency during off-duty hours or required to report for duty during his off-duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1-1/2) his regular hourly rate of pay computed to the nearest quarter hour, whichever is greater. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by two thousand eighty (2,080). As a condition of receiving such payment, the employee shall assign his court appearance fee to the Employer.

10.5: Classifications and Wages. The job classifications and assignments and salaries applicable thereto are set forth in Appendix A attached hereto and by this reference made part hereof. Retroactive wages will be paid only to those employees on the Employer's payroll on the date of ratification of this Agreement.

10.6: K-9 Handlers Comp Time. Every Deputy assigned to a K9 position who is responsible for the custody, care and maintenance of a department K9 shall receive 6 hours of comp time for each pay period of the year. This shall be received for as long as the Deputy is assigned to the K9 position.

10.7: Designated Supervisor, Field Training Officer's Pay. Every Deputy assigned as a Designated Supervisor or Field Training Officer (FTO) shall receive 1 additional hour of pay for each shift assigned to that duty. The Deputy must be working as an FTO or DS for that shift to receive said pay.

**ARTICLE XI**  
**HOLIDAYS**

11.1: Recognized Holidays. New Year's Day, Martin Luther King's Birthday, President's Day, Columbus Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Veteran's Day, ~~General Election Day~~, Christmas Eve Day and Christmas Day are recognized legal holidays.

When any of these holidays occur on Sunday, the said holiday will be observed on the following Monday. When any of these holidays occur on Saturday, it will be observed the Friday immediately preceding. However, for the deputy classification, recognized holidays shall be celebrated on the actual date of the holiday. Qualified employees will receive eight (8) hours for those working eight (8) hours or ten (10) hours for those working ten (10) hours or twelve (12) hours for those employees working twelve (12) hours of their straight time pay for each holiday or day celebrated as such.

11.2: Holiday Eligibility. To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked the last day he was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is otherwise compensated by the Employer for vacation, PTO, compensatory time off, paid personal days, funeral leave, or worker's compensation supplement. Receipt of disability insurance payments or worker's compensation payments without the supplement shall not be considered as compensation from the Employer. After 12 weeks of leave, no holidays would be paid to an employee except when an employee is being paid under the county's Worker's Compensation.

11.3: Holiday Premium. Eligible employees who are required to work on any day celebrated as one of the above specified holidays shall be compensated in the following manner: Employees working eight (8), ten (10) or twelve (12) hour shifts shall receive one and one-half (1 1/2) times their straight hourly rate for the hours worked in addition to holiday pay.

**ARTICLE XII**  
**PAID TIME OFF**

12.1: Advance of Paid Time Off. On January 1 of each year, each full-time employee will be credited with an advance of forty-eight (48) hours of paid time off. An employee who is hired after January 1, of any year, will be credited with a prorated number of PTO hours based on the number of months left in the year. In order to get credit for a month worked, the employee's hire date must be before the fifteenth (15) of any month in which PTO hours may be awarded. If an employee terminates his/her employment at anytime during the year, the employee will be charged back for any advanced unearned paid time off at the rate of four (4) hours per month.

12.2: Accrued Rate. Each full-time employee shall accrue "Paid Time Off" (PTO) hours which may be used for any purpose (sickness, personal business, vacation, etc.) at the following rate:



During the	1st year - 1.54 hours per pay period
	2nd year - 3.08 hours per pay period
	3rd year - 3.38 hours per pay period
	4th year - 3.69 hours per pay period
	5th year - 4.00 hours per pay period
	6th year - 4.31 hours per pay period
	7th year - 4.62 hours per pay period
	8th year - 4.92 hours per pay period
	9th year - 5.23 hours per pay period
	10th year - 5.54 hours per pay period
	11th year - 5.85 hours per pay period
	12th year - 6.16 hours per pay period

The preceding table is based on a calendar year in which there shall be twenty-six (26) pay periods.

12.3: Probationary Period. Paid time off shall be permitted during an employee's probationary period.

12.4: Separation. Upon separation from County employment, an employee shall receive full pay for unused accumulated PTO hours to a maximum of 240 hours. Upon retirement, this dollar amount will count toward the employee's final average compensation. Terminal paid time off shall not be added to an employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day. Terminal PTO is not authorized.

12.5: Holidays. If a holiday as defined in this agreement falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.

12.6: Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.

12.7: Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to 240 hours. Annually, employees must use or lose one-half (1/2) of each year's earned PTO hours. If, at the end of a calendar year (December 31), an employee has hours in excess of 240 hours of unused PTO time accumulated, excluding unused PTO hours forfeited, the employee shall be compensated for these hours no later than the last day of February of the succeeding calendar year. When an employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrued, earning at the new rate will begin on the first day of the current pay period.

12.8: Paid Time Off Schedules. The Sheriff shall determine the number of employees who can be excused from the department for PTO purposes at any one time and shall prepare

schedules accordingly. It shall be the practice of the Sheriff to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. Paid time off may be taken in increments of one-half (½) day from the PTO bank with advance approval of the Sheriff or designated supervisor. PTO utilization for periods less than one-half (½) day also requires approval of the Sheriff or designated supervisor. PTO may not be used, at any time, for periods of less than one (1) hour.

12.9: Seniority Preference for PTO Requests. If two (2) or more employees request permission to use their paid time off at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for paid time off, 30 days after the posting of each shift bid, scheduling of all or a part of the requested time off preference shall be given to the employees with the greatest amount of seniority. As among those who do not make their wishes known, preference shall be given in order of receipt by the Employer of the written requests for paid time off. In the event an employee cancels his paid time off, among those who wish to reschedule their paid time off preference shall be given to the employees with the greater amount of seniority.

12.10: Funeral Leave. Paid emergency leave for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, brother, sister, parent, grandparent, grandchild, mother-in-law, or father-in-law, for up to three (3) regularly scheduled working days and the employee must attend the funeral. Funeral leave is not chargeable to PTO unless it extends beyond the three (3) regularly scheduled working days. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.

### ARTICLE XIII INSURANCE

13.1: Medical Insurance. Effective January 1, 2004, the County of Allegan shall pay ninety percent (90%) of the premium and the Employee shall pay ten percent (10%) of the premium (not to exceed the equivalent of 2% of the Deputy Step G in each year of the agreement) required for the Allegan County Medical/Dental/Vision Plan for the Employee, spouse and children (one person, two person and family with the following benefit options to include hearing coverage\*:

Option 1: Traditional Plan. The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90-day supply and the basic deductible will be \$150 per member and \$300 per family.

Option 2: PPO Plan. The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90-day supply and a \$20 co-pay for office visits.

Option 3: POS Plan. The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90-day supply and a \$20 co-pay for office visits.

\*Hearing benefits include audiometric examination, hearing aid acquisition cost, dispensing fee, ear molds, hearing aid and evaluation test, and binaural hearing aid with participating providers.

13.2: Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the County. All Employer-paid insurance premiums shall cease when employment is terminated and at the end of the month in which an employee is placed on layoff or a non-paid leave of absence. Receipt of Worker's Compensation benefits without the supplement shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the payment of the required premiums by the employee.

13.3: Cash In Lieu. The County shall pay employees an incentive of \$2000 per year for those employees who opt out of the County's Medical/Dental/Vision program. An employee must work at least 15 days in a month to receive a month's credit; the incentive shall be accrued on a calendar basis and paid no later than February 28 follow the end of the calendar year in which the incentive was earned. Employees who choose to opt out must provide proof of coverage and can only reenroll during open enrollment period, unless there is a family event qualifying for coverage under COBRA. The incentive is not available to spouses of county employees when both spouses are county employees.

13.4: Insurance Carrier. The Employer reserves the right to select the insurance carrier or method of funding the insurance program provided that the benefits remain substantially the same. Administration of the insurance benefits shall not be considered as a benefit.

13.5: Life Insurance. The Employer agrees to pay the entire premium for a Twenty Thousand Dollar (\$20,000) term life insurance policy with AD&D rider for all employees in the deputy classification that are sixty-five (65) years of age or younger who have completed their probationary period. This policy will be non-decreasing.

13.6: Medical Examinations. The Employer reserves the right to require an employee to undertake a medical examination by a physician, psychiatrist or psychologist if the Employer has reasonable grounds for concern regarding an employee's physical or mental condition to perform the required work. The Employer shall pay the full cost of any required medical examinations, and the employee shall sign a written authorization for the Employer to receive a written report from the examiner. This Section shall constitute such written authorization in case the employee fails to sign a separate written authorization. The Employer agrees to keep any report received confidential. If the employee disagrees with the medical report, the employee may obtain an independent examination by a physician, psychiatrist or psychologist of his own choosing. Any independent report shall be furnished to the Employer, and the employee shall assume the full cost of such examination. In case the two medical reports are opposite in its findings, the two physicians or experts will appoint a third physician or expert to issue a report or findings. The parties shall share the expenses of the third physician. The Union may appeal the action taken by the Employer through the Grievance and Arbitration Procedure.

13.7: Retirees Health Care Program. An employee who is eligible to retire under the pension program of the Employer and receives a normal retirement benefit shall be credited with

\$10.00 for each year of service with the County up to a maximum of \$250.00 a month which shall be applied toward the required premiums for health care coverage through the County's group plan for the retiree and his spouse. This payment shall continue until Medicare eligibility. The parties agree to reopen this agreement for consideration of insurance alternative in 2004.

No contribution or credit shall be given by the County if:

- A. The employee receives a deferred or disability pension.
- B. The employee after retirement is employed by another employer who provides a health care program or insurance for its employees.
- C. The retiree is eligible for health care coverage from a program or insurance under his spouse's employment.
- D. The balance of the required premium required by the carrier, in excess of the credit paid by the County, is not paid when due by the employee.
- E. The retiree was not a member of the County's health care plan prior to retirement.
- F. If the employee should die prior to his credit being exhausted, the payments shall cease and no credit shall be given and the surviving spouse shall be eligible for COBRA.
- G. All retirees health care benefits shall be under the health care program provided to actively employed employees in the bargaining unit in which the employee retired and are subject to change in accordance with County policy and collective bargaining negotiations.

13.8: Health Care Cost Containment. The County at its option may implement any or all of the following health care cost containment programs:

- A) Pre-admission certification of the necessity of hospitalization (BC-BSM predetermination program or equivalent).
- B) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- C) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- D) When more than one family member is employed by the County, there shall be no duplicate coverage by County health plans.

- E) In the event of any payment under the County health insurance plan on behalf of any person covered by such County insurance plan, the County shall be subrogated to the extent of said payment to all the covered person's right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering".
  
- F) In a joint continuing effort to control the cost of insurance the County and the Union agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under County health insurance and any other group health insurance policy which a County employee or any covered dependent may have will not exceed the total amount of medical expenses.

**ARTICLE XIV**  
**LONGEVITY**

14.1: Longevity Benefit. Employees who have completed seven (7) or more years of employment with the County shall receive a once-a-year lump sum payment of Three Hundred Dollars (\$300.00) as longevity pay. Employees who have completed eight (8) or more years of employment shall receive a once-a-year lump sum payment of Three Hundred Fifty Dollars (\$350.00) as longevity pay. Employees who have completed twelve (12) or more years of employment with the County shall receive a once-a-year lump sum payment of Four Hundred Dollars (\$400.00) as longevity pay. Employees who have completed eighteen (18) or more years of employment with the County shall receive a once-a-year lump sum payment equal to two percent (2%) of the employee's base pay. Employees who have completed twenty-four (24) or more years of employment with the County shall receive a once-a-year lump sum payment equal to three percent (3%) of the employee's base pay.

For the purposes of determining longevity pay only, an employee who works an annual average of sixty (60) or more hours per pay period shall be paid the full longevity payment. An employee who works an annual average of forty (40) or more hours per pay period shall be paid one-half (1/2) of the longevity payment. An employee who works an annual average of less than forty (40) hours per pay period shall receive no longevity pay. The longevity payment shall be paid in December of each calendar year.

**ARTICLE XV**  
**GENERAL**

15.1: Rules and Regulations. The Sheriff shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as he may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be

considered as a grievance and subject to the Grievance Procedure contained in this Agreement, provided that the grievance is filed within five (5) days after the Union has received a written copy of such rule or regulations.

15.2: Bulletin Board. The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

15.3: No Discrimination. The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of his race, creed, color, sex, age, disability, religion, political beliefs, union activity, marital status, or national origin, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union or on any of the prohibited grounds listed above. Alleged violations of this Section may be subject to the Grievance Procedure but shall not be subject to arbitration. If the matter is not satisfactorily settled, remedies may be sought through appropriate state and federal agencies.

15.4: Supervisory Work. Nothing contained in this Agreement shall be construed to in any way restrict or limit supervisory employees from performing bargaining unit work in the same manner and to the same extent as said supervisory employee performed such work prior to execution of this Agreement.

15.5: Uniforms and Equipment. The Employer agrees for the duration of this Agreement to continue the policies that existed immediately prior to the signing of this Agreement as in regards to furnishing of uniforms and cleaning thereof.

- A. The Employer shall furnish all leather goods which the Sheriff requires, except shoes, to all newly hired employees and shall replace present leather goods, except shoes, owned by current employees as the Sheriff deems necessary.
- B. The Employer shall furnish flashlights and batteries for each patrol car and the issuance and maintenance of these shall be controlled by policy established by the Sheriff.

15.6: Subcontracting. The Sheriff shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in his judgment, he does not have the available or sufficient manpower, proper equipment, capacity, and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

15.7: Pension Plan. The Employer shall provide for all eligible law enforcement officers the MERS B-4 pension plan including the F-50/25 and F-55/15 rider. Effective January 1, 2005, that benefit will include an FAC3 rider and an E-2 benefit. Beginning January 1, 2004,

Allegan County will pay the employee portion of the MERS contribution. Effective the first payroll in December 2005, each deputy shall contribute 4.91% of his or her gross earnings toward the pension plan and the Employer shall pay the remaining required costs.

15.8: Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to the validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

15.9: Titles. Titles in each section are for identification purposes only and shall not be considered as a substantive part of this Agreement.

15.10: A.D.A. Waiver. Neither the Employers nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employers' or Union's compliance, including reasonable accommodation, with the Federal A.D.A. Disputes as to the reasonableness of an accommodation may be grounds for the Union filing a grievance under the grievance procedure provided herein.

15.11: F.M.L.A. The Employer reserves the right to require the employees to utilize accrued paid leave time when leave is requested under the Federal Family and Medical Leave Act.

15.12: Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

15.13: Other Agreements. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings and arrangements heretofore existing.

15.14: Tuition Reimbursement. To aid and encourage employees to complete approved educational courses that are job related and/or deemed beneficial to the County, employees who

are full-time (80 hours per pay period) and who have completed at least 12 months of employment with the County are eligible to apply for tuition reimbursement as set forth below.

Employees are to obtain prior written approval from the Sheriff and the Human Resources Director using forms obtained from the Human Resources Department. Requests should be submitted at least two weeks prior to the first day of class. Courses must be taken from an accredited two-year or four-year institution. Seminars, workshops and other training sessions which do not provide credit are excluded under this policy.

Class attendance and homework assignments must be completed on the employee's own time, unless PTO is being used and is authorized by the Sheriff.

Tuition reimbursement will be administered by the Human Resources Director. Reimbursement for a completed course will be at seventy-five percent (75%) for tuition expenses only up to a maximum of \$500 per calendar year provided a grade of C or better is attained. Reimbursement will be through payroll and will be subject to withholding of income taxes and FICA tax. Request for reimbursement must be made within 30 days of completion of course and must include an official grade transcript and a receipt verifying that the tuition for the course(s) has been paid in full. The County will not provide reimbursement if the tuition was covered by scholarship, grants, veterans benefits, etc.

If an employee is separated from County employment for any reason within 12 months of reimbursement of tuition expenses, the employee will be liable for repayment of tuition reimbursement and such amount will be deducted from the separating employee's final payroll check prior to distribution.



**ARTICLE XVI**  
**DURATION**

16.1: Termination. This Agreement shall become effective January 1, 2003, and shall remain in full force and effect until the 31st day of December, 2005, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

POLICE OFFICERS LABOR  
COUNCIL

JOHN STEPHAN (3-19-04)  
J. P. DeLoach (4-6-04)  
\_\_\_\_\_

COUNTY OF ALLEGAN

J. E. Campbell  
ALLEGAN COUNTY SHERIFF  
Blair A. Rogers  
\_\_\_\_\_

**Appendix A – Wage Tables  
POLC Deputy Unit**

**2003: Wage tables reflect a 1.5% increase.**

**2004: Wage tables reflect a 1.5% increase.**

**2005: Wage tables reflect a 3% increase.**

**Assignment to the Youth Service Bureau is determined by the Sheriff and receives a wage improvement at 4% above the Deputy wage tables. Assignment to the Detective Bureau is determined by the Sheriff and receives a wage improvement at 8% above the Deputy wage tables.**

<b>2003 Wage Tables</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
	<b>Start</b>	<b>6 mths</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
<b>Deputy</b>	<b>\$16.12</b>	<b>\$16.97</b>	<b>\$17.86</b>	<b>\$18.91</b>	<b>\$20.36</b>	<b>\$20.93</b>	<b>\$21.45</b>
<b>Youth SB</b>	<b>\$16.77</b>	<b>\$17.65</b>	<b>\$18.58</b>	<b>\$19.67</b>	<b>\$21.18</b>	<b>\$21.77</b>	<b>\$22.30</b>
<b>Detective</b>	<b>\$17.41</b>	<b>\$18.33</b>	<b>\$19.29</b>	<b>\$20.42</b>	<b>\$21.99</b>	<b>\$22.60</b>	<b>\$23.16</b>
<b>2004 Wage Tables</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
	<b>Start</b>	<b>6 mths</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
<b>Deputy</b>	<b>\$16.36</b>	<b>\$17.23</b>	<b>\$18.13</b>	<b>\$19.19</b>	<b>\$20.67</b>	<b>\$21.24</b>	<b>\$21.77</b>
<b>Youth SB</b>	<b>\$17.02</b>	<b>\$17.91</b>	<b>\$18.86</b>	<b>\$19.96</b>	<b>\$21.49</b>	<b>\$22.09</b>	<b>\$22.64</b>
<b>Detective</b>	<b>\$17.67</b>	<b>\$18.60</b>	<b>\$19.58</b>	<b>\$20.73</b>	<b>\$22.32</b>	<b>\$22.94</b>	<b>\$23.51</b>
<b>2005 Wage Tables</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
	<b>Start</b>	<b>6 mths</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
<b>Deputy</b>	<b>\$16.86</b>	<b>\$17.74</b>	<b>\$18.68</b>	<b>\$19.77</b>	<b>\$21.29</b>	<b>\$21.88</b>	<b>\$22.42</b>
<b>Youth SB</b>	<b>\$17.53</b>	<b>\$18.45</b>	<b>\$19.42</b>	<b>\$20.56</b>	<b>\$22.14</b>	<b>\$22.76</b>	<b>\$23.32</b>
<b>Detective</b>	<b>\$18.20</b>	<b>\$19.16</b>	<b>\$20.17</b>	<b>\$21.35</b>	<b>\$22.99</b>	<b>\$23.63</b>	<b>\$24.22</b>