

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**POLC DEPUTY UNIT—RATIFY 2009 COLLECTIVE BARGAINING AGREEMENT**

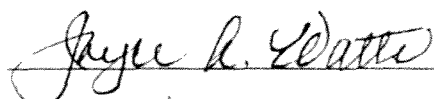
**WHEREAS**, the Allegan County Sheriff, the County Administrator, the Budget and Finance Director and the Human Resources Director have entered into negotiations with the members of the Police Officers Labor Council (POLC) Deputy Unit; and

**WHEREAS**, the Agreement for the period beginning January 1, 2009, through December 31, 2009, attached hereto and made part of this resolution, has been ratified by the Union.

**THEREFORE, BE IT RESOLVED**, that the Allegan County Board of Commissioners hereby approves the attached collective bargaining agreement and authorizes the Board Chairman and the County Administrator to sign the necessary documents on behalf of the County and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

Moved by Commissioner VanEck, seconded by Commissioner Spreitzer to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

ATTEST, A TRUE COPY

 \_\_\_\_\_, Clerk-Register

APPROVED: April 9, 2009

cc: Admin. - Finance 2 (DV & JH) - Human Resources 2 (DD & CJ) - Police Officers Labor Council (POLC) Deputy Unit (through HR) - Sheriff Department



**Collective Bargaining Agreement**

**Between**

**The County of Allegan,**

**The Allegan County Sheriff**

**And**

**Police Officers' Labor Council (POLC)**

**Deputy Unit**

**January 1, 2009**

**Through**

**December 31, 2009**

## TABLE OF CONTENTS

SUBJECT	PAGE
AGREEMENT	5
PREAMBLE	5
ARTICLE 1 - RECOGNITION	6
1.1 Collective Bargaining Unit	6
1.2 Union Activity	6
ARTICLE 2 - UNION SECURITY AND CHECK OFF	7
2.1 Agency Shop	7
2.2 Check Off	7
ARTICLE 3 - RIGHTS OF THE EMPLOYER	8
3.1 Management's Reserved Rights	8
ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE	9
4.1 Grievance Definition	9
4.2 Grievance Procedure	9
4.3 Arbitrator's Jurisdiction	10
4.4 Time Limits	10
4.5 Class Actions	10
4.6 Arbitration Beyond Termination	10
4.7 Grievance Committee Meetings	11
ARTICLE 5 - DISCHARGE AND SUSPENSION	12
5.1 Discharge and Suspension	12
5.2 Resinstatement	12
5.3 Past Discipline	12
5.4 Arbitrability of Discipline	12
5.5 Disciplinary Transfers	12
ARTICLE 6 - STRIKES AND LOCKOUTS	13
6.1 No Strike / Lockout	13
6.2 Violation Penalty	13
ARTICLE 7 - SENIORITY	14
7.1 Seniority Definition	14
7.2 Probationary Period	14
7.3 Seniority List	14
7.4 Loss of Seniority	14
7.5 Indefinite Layoff	15
7.6 Temporary Transfer	15
7.7 Shift Preference	16
7.8 Work Assignments	16
ARTICLE 8 - LEAVES OF ABSENCE	17
8.1 Personal Leave of Absence	17
8.2 Disability Leave of Absence	17
8.3 Guard Duty Leave of Absence	17
8.4 Military Leave of Absence	17

<b>ARTICLE 9 - DISABILITY INSURANCE AND WORKERS' COMPENSATION SUPPLEMENT</b>	<b>18</b>
9.1 Disability Insurance	18
9.2 Worker's Compensation Supplement	18
<b>ARTICLE 10 - HOURS AND WAGES</b>	<b>19</b>
10.1 Work Day / Work Week	19
10.2 Break and Lunch Periods	19
10.3 Overtime Premium	19
10.4 Call-In	19
10.5 Classifications and Wages	20
10.6 K-9 Handlers' Comp Time	20
10.7 Designated Supervisor, Field Training Officer's Pay	20
<b>ARTICLE 11 - HOLIDAYS</b>	<b>21</b>
11.1 Recognized Holidays	21
11.2 Holiday Pay	21
11.3 Holiday Premium	21
<b>ARTICLE 12 - PAID TIME OFF</b>	<b>22</b>
12.1 Advance of Paid Time Off	22
12.2 Accrued Rate	22
12.3 Probationary Period	22
12.4 Separation	22
12.5 Holidays	22
12.6 Leave of Absence	23
12.7 Accumulation of Paid Time Off (PTO) Hours	23
12.8 Paid Time Off Schedules	23
12.9 Seniority Preference for PTO Requests	23
12.10 Funeral Leave	23
<b>ARTICLE 13 - INSURANCE</b>	<b>24</b>
13.1 Health Insurance	24
13.2 Insurance Premiums	24
13.3 Cash in Lieu	24
13.4 Insurance Carrier	24
13.5 Life Insurance	24
13.6 Medical Examinations	25
13.7 Retirees' Health Care Program	25
13.8 Health Care Cost Containment	26
<b>ARTICLE 14 - LONGEVITY</b>	<b>27</b>
14.1 Longevity Benefit	27

SUBJECT		PAGE
<b>ARTICLE 15 - GENERAL</b>		<b>28</b>
15.1	Rules and Regulations	28
15.2	Bulletin Board	28
15.3	No Discrimination	28
15.4	Supervisory Work	28
15.5	Uniforms and Cleaning	28
15.6	Subcontracting	29
15.7	Pension Plan	29
15.8	Severability	29
15.9	Titles	29
15.10	A.D.A. Waiver	29
15.11	F.M.L.A.	29
15.12	Waiver	29
15.13	Other Agreements	30
15.14	Tuition Reimbursement	30
<b>ARTICLE 16 - DURATION OF AGREEMENT</b>		<b>31</b>
16.1	Termination	31
<b>APPENDIX A - WAGES</b>		<b>32</b>
<b>APPENDIX B - HOLIDAYS</b>		<b>33</b>
<b>APPENDIX C - HEALTH INSURANCE BENEFITS AT A GLANCE</b>		<b>34</b>

## AGREEMENT

This AGREEMENT made and entered into this 9th day of April 2009, 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, as follows:

## PREAMBLE

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, agreed to abide by the terms and provisions set forth herein for the duration of this Agreement.

Article 1  
RECOGNITION

Section 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.

Section 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 2  
UNION SECURITY AND CHECKOFF

Section 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 arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

Section 2.2. Check Off. 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 arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.



Article 3  
RIGHTS OF THE EMPLOYER

Section 3.1. Management's Reserved Rights. The management of the County and its Sheriff's 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 4

### GRIEVANCE AND ARBITRATION PROCEDURE

Section 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.

Section 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 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 5

### DISCHARGE AND SUSPENSION CASES

Section 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.

Section 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.

Section 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.

Section 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.

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

## Article 6

### STRIKES AND LOCKOUTS

Section 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.

Section 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 7 SENIORITY

Section 7.1. Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employers 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 Sheriff's Department dating from the date that the employee was MCOLES 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 in section 7.4. Seniority shall be used as a method of preference only as provided in this Agreement.

Section 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's Department. These hours do not include vacations, sick time, 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 with recourse to the grievance and arbitration procedure.

Section 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 name 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.

Section 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 of 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.

Section 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 which 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.

Section 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.



Section 7.7. Shift Preference.

- (a) Employees shall make their shift selection in accordance with the following:
  - (i) By seniority;
  - (ii) For the semi-annual periods of October through March and April through September;
  - (iii) 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.

Section 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 8

### LEAVES OF ABSENCE

Section 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.

Section 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/she 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.

Section 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.

Section 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 9

### DISABILITY INSURANCE AND WORKERS' COMPENSATION SUPPLEMENT

Section 9.1. Disability Insurance. The Employer shall provide to eligible employees a disability income insurance policy which shall provide at the first day of non-duty related injury or the eighth day of non-duty related illness, an income equal to sixty-six percent (66%) of 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 of the employee's health, dental and vision insurance premiums as set forth in Sections 13.1, 13.3 and 13.8 for up to twelve (12) months, provided the employee contributes toward 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.

Section 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 wage supplement described above, provided that the employee contributes toward the insurance premiums as required by Section 13.1.

## Article 10 HOURS AND WAGES

Section 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.

Section 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 may take their aforementioned lunch or break periods 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 or lunch period in case of emergency.

Section 10.3. Overtime Premium. Except for the road patrol, time and one-half (1 ½) 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 ½) 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 ½) 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.

The Employer shall have the right to reduce the cap on accrued compensatory time off to 150 hours, provided it notifies the Union in writing at least 30 days prior to taking such action.

Section 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 the minimum of two (2) hours at time and one-half (1 ½) his regular

hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1 ½) 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.

Section 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. An increase in wage of 2.5% will become effective the first day of the payroll after January 1, 2009. Retroactive pay shall be paid only to those employees on the Employer's payroll on the date of ratification by both parties.

Section 10.6. K-9 Handlers' Comp Time. Every Deputy assigned to a K-9 position who is responsible for the custody, care and maintenance of a department K-9 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 K-9 position.

Section 10.7. Designated Supervisor, Field Training Officer's Pay. Every Deputy assigned as a Designated Supervisor or Field Training Officer (FTO) shall receive one (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 11 HOLIDAYS

Section 11.1. Recognized Holidays. New Year's Day, Martin Luther King's Birthday, President's Day, Columbus Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day are recognized legal holidays (See Appendix B).

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 working twelve (12) hours of their straight time pay for each holiday or day celebrated as such.

Section 11.2. Holiday Pay. 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.

Section 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 ½) times their straight hourly rate for the hours worked in addition to holiday pay.

Article 12  
PAID TIME OFF

Section 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<sup>th</sup>) 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.

Section 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	1 <sup>st</sup> year	1.54 hours per pay period
	2 <sup>nd</sup> year	3.08 hours per pay period
	3 <sup>rd</sup> year	3.39 hours per pay period
	4 <sup>th</sup> year	3.70 hours per pay period
	5 <sup>th</sup> year	4.00 hours per pay period
	6 <sup>th</sup> year	4.31 hours per pay period
	7 <sup>th</sup> year	4.62 hours per pay period
	8 <sup>th</sup> year	4.93 hours per pay period
	9 <sup>th</sup> year	5.23 hours per pay period
	10 <sup>th</sup> year	5.54 hours per pay period
	11 <sup>th</sup> year	5.85 hours per pay period
	12 <sup>th</sup> 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.

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

Section 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.

Section 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.

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

Section 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.

Section 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 (1/2) day from the PTO bank with advance approval of the Sheriff or designated supervisor. PTO utilization for periods less than one-half (1/2) 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.

Section 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.

Section 12.10. Funeral Leave. Paid emergency leave for the death of a member of a 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 13  
INSURANCE**

Section 13.1. Health Insurance. The Employer will provide health care coverage under the Allegan County Medical, Dental, and Vision Plan for the employee, spouse and children (one-person, two-person and family) under the following conditions and with the following benefit options:

PPO Plan - Community Blue PPO Plan 1 (Prescription Co-Pays \$10 / \$15 / \$20)

POS Plan - Blue Choice POS Plan 4 (Prescription Co-Pays \$10 / \$15 / \$20)

New Traditional Plan - Blue Managed Traditional Comprehensive Major Medical Plan - Plan 2 (Prescription Co-Pays \$10 / \$40)

See Appendix C for the Benefits-at-a-Glance summary sheets for each of the plans.

Employees who elect the New Traditional Plan will pay 5% of the required premiums and the Employer will pay the remaining 95%. Employees who elect the PPO or POS plans will pay 10% of the required premiums and the Employer will pay the remaining 90%.

Through December 31, 2007, the employee's share of the premiums will be subject to an annual dollar amount cap equal to 2% of the Deputy annual wage base at Step G. Effective January 1, 2008, there shall be no cap on the employee's 5% or 10% share of the premiums.

Section 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 paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the payment of the required premiums by the employee.

Section 13.3. Cash In Lieu. The County shall pay employees an incentive of \$3,000 per year effective January 1, 2007 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 following 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.

Section 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.

Section 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.

Section 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. An 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.

Section 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 \$12.00 for each year of service with the County up to a maximum of \$300.00 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. The payment shall continue until Medicare eligibility.

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 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 retiree 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.

Section 13.8. Health Care Cost Containment. The County at its option may implement any of 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 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 14  
LONGEVITY

Section 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) 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) 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) 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 15  
GENERAL

Section 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.

Section 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.

Section 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.

Section 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 the execution of this Agreement.

Section 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.
- (c) It is understood and agreed that some job assignments within the bargaining unit presently are plainclothes assignments. However, the Sheriff reserves the right to provide uniforms or plain clothes for these positions, or, in lieu of providing same, the Employer will pay each plainclothes officer a clothing allowance of \$600.00 per year.

Section 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.

Section 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 FAC-3 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.

Section 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 its 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.

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

Section 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 Americans With Disabilities Act (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.

Section 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 (F.M.L.A.).

Section 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.

Section 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.

Section 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 one-hundred percent (100%) for tuition expenses only up to maximum of \$2,500 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 16  
DURATION

Section 16.1. Termination. This Agreement shall become effective as of the date of January 1, 2009, and shall remain in full force and effect until the 31<sup>st</sup> day of December 2009, 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.

THIS AGREEMENT was executed by the parties the date and year above written.

POLICE OFFICERS LABOR COUNCIL

  
\_\_\_\_\_  
Mike Woronko, Labor Representative

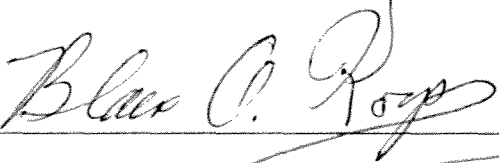
*4-19-10*  
\_\_\_\_\_  
Date

ALLEGAN COUNTY

  
\_\_\_\_\_  
Larry "Casey" Jones, Chairman  
Allegan County Board of Commissioners

*4-28-2010*  
\_\_\_\_\_  
Date

SHERIFF OF ALLEGAN COUNTY

  
\_\_\_\_\_  
Blaine Koops, Sheriff  
Allegan County

*4-26-10*  
\_\_\_\_\_  
Date



## APPENDIX A

2009: Wage tables reflect a 2.5% increase effective the first day of the payroll after January 1, 2009.

Assignment to the Youth Services Bureau (YSB) is determined by the Sheriff and received 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.

2009	Step A Start	Step B 6 months	Step C 1 year	Step D 2 years	Step E 3 years	Step F 4 years	Step G 5 years
Deputy	\$18.60	\$19.59	\$20.62	\$21.82	\$23.50	\$24.16	\$24.75
YSB	\$19.35	\$20.37	\$21.44	\$22.69	\$24.44	\$25.12	\$25.74
Detective	\$20.10	\$21.15	\$22.26	\$23.56	\$25.38	\$26.09	\$26.74

Appendix B  
Holidays

Thursday, January 1  
Monday, January 19  
Monday, February 16  
Monday, May 25  
Friday, July 3  
Monday, September 7  
Monday, October 12  
Wednesday, November 11  
Thursday, November 26  
Friday, November 27  
Thursday, December 24  
Friday, December 25

2009

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day



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

# Community Blue<sup>SM</sup> PPO Plan 1

## Benefits-at-a-Glance for County of Allegan #13128-025

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

**In-Network**

**Out-of-Network**

**Preventive Care Services – \*Payment for preventive services is limited to a combined maximum of \$250 per member per calendar year**

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
Childhood Immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	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

**Mammography**

Mammography Screening	Covered – 100%	Covered – 80% after deductible
One per calendar year, no age restrictions		

**Physician Office Services**

Office Visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary

**Emergency Medical Care**

Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%

**Diagnostic Services**

Laboratory and Pathology Services	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Therapeutic Radiology	Covered – 100%	Covered – 80% after deductible

**Maternity Services Provided by a Physician**

Prenatal and Postnatal Care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	

**Hospital Care**

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

**Alternatives to Hospital Care**

Skilled Nursing Care	Covered – 100%	Covered – 100%
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to dollar maximum that is reviewed and adjusted periodically	
Home Health Care – medically necessary	Covered – 100%	Covered – 100%
Home Infusion Therapy – medically necessary	Covered – 100%	Covered – 100%

**In-Network**

**Out-of-Network**

**Surgical Services**

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Presurgical Consultations – with a doctor of medicine, osteopathy, podiatry or an oral surgeon	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

**Human Organ Transplants**

Specified Human Organ Transplants – in designated facilities <b>only</b> , when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
	Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50%	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%	Covered – 50%
	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities <b>only</b>	Covered – 50%	Covered – 50%
Up to the state-dollar amount that is adjusted annually		

**Other Services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician’s Office – <b>excludes speech and occupational therapy</b>	Covered – 100%	Covered – 100%
	Covered – 100%	Covered – 80% after deductible
	A <b>combined</b> 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician’s office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%

**Deductible, 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.

<b>Deductible</b>	None	\$250 per member, \$500 per family per calendar year
<b>Copays</b> • Fixed Dollar Copays  • Percent Copays	\$20 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay Dollar Maximums</b> • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	Not applicable	\$2,000 per member, \$4,000 per family per calendar year
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted above for individual services	

**Additional Riders**

<b>Rider HCA</b> Hearing Care	Adds specific hearing care benefits, including binaural hearing aids when provided by participating providers.
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## Blue Preferred Rx<sup>SM</sup> Prescription Drug Coverage with \$10/\$15/\$20 Triple Tier Copay

### Benefits-at-a-Glance for County of Allegan #13128-025

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

**Note:** Effective October 1, 2006, the mail order pharmacy for **specialty drugs** changed to Option Care. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions for rheumatoid arthritis. These drugs require special handling, administration or monitoring.

Option Care will handle mail order prescriptions **only** for specialty drugs. Continue to send other mail order prescription medications to Medco. A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). If you have any questions, please call **Option Care customer service at 866-515-1355**.

**Note:** If you request a brand name drug when a MAC drug is available, you do not need to pay the difference between the maximum allowable cost and the BCBSM approved amount for the brand name drug. You pay only your copay.

#### Network Pharmacy

#### Non-Network Pharmacy

### Covered Services

Federal Legend Drugs	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 – dispensed with insulin or other covered injectable legend drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of medication by mail from Medco	Covered – 100% less plan copay	No coverage

### Copays

Tier 1 (Generic) Drugs	\$10 for each prescription	\$10 for each prescription
Tier 2 (Preferred Brand) Drugs	\$15 for each prescription	\$15 for each prescription
Tier 3 (Non-preferred Brand) Drugs	\$20 for each prescription	\$20 for each prescription
Out-of-Network Copay	Copay not applicable	25% of the BCBSM approved amount for the drug <b>plus</b> applicable copay
Mail Order (Home Delivery) Prescription Drugs	<b>Copay for up to a 90 day supply:</b> \$10 for each Tier 1 (generic) drug; \$15 for each Tier 2 (preferred brand) drug; \$20 for each Tier 3 (non-preferred brand) drug	No coverage

A **Tier 1** (generic) drug is a drug made with the same active ingredient(s), available in the same strength and dosage form and administered in the same way as its equivalent brand-name drug.

A **Tier 2** (preferred) drug is brand-name medication on BCBSM's Custom Formulary listing. *BCBSM's formulary is a reference and educational tool to assist providers in selecting high quality, cost-effective drugs. BCBSM encourages doctors to prescribe medication from this listing.*

A **Tier 3** (non-preferred) drug is brand-name medication that is **NOT** on BCBSM's Custom Formulary listing.

## Additional Riders

<b>MOD 904</b>	Increases quantity of Viagra to 8 doses per month.
<b>Rider CI</b> , Contraceptive Injections, <b>Rider PCD</b> , Prescription Contraceptive Devices and <b>Rider PD-CM</b> , Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. <b>Note:</b> These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.



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# Blue Choice<sup>®</sup> POS Benefits-at-a-Glance for County of Allegan #25539-010 Plan 4

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
<b>Preventive Care Services</b>		
Health Maintenance Exam	Covered – \$20 copay	Not covered
Gynecological Exam	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
	One per calendar year	
Routine Laboratory and Radiology Services – includes chest X-ray, EKG, cholesterol screening and select lab procedures	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
Pap Smear Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
Well-Baby and Child Care Visits	Covered – \$20 copay	Not covered
Childhood Immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100%	Not covered
Proctoscopic Exam	Covered – 100%	Covered – 80% after deductible
	Once every 36 months at age 40 and older	
Fecal Occult Blood Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
Flexible Sigmoidoscopy Exam	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
Prostate Specific Antigen (PSA) Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
<b>Mammography</b>		
Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
<b>Physician Office Services</b>		
Office Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Outpatient and Home Medical Care Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Outpatient and Office Consultations	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Urgent Care Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
<b>Emergency Medical Care</b>		
Hospital Emergency Room	Covered – \$25 copay	Covered – \$25 copay
Ambulance Services – medically necessary	Covered – 100%, ground service, and air service required for <b>emergency</b> transportation	Covered – 100%, ground service, and air service required for <b>emergency</b> transportation
<b>Diagnostic Services</b>		



Laboratory and Pathology Services	Covered – 100%	Covered – 80% after deductible for major services
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible for major services
Therapeutic Radiology	Covered – 100%	Covered – 80% after deductible for major services

**Maternity Services Provided by a Physician**

Prenatal and Postnatal Care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	

**Hospital Care**

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 100%	Covered – 80% after deductible, requires predetermination
	Unlimited days	
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

**In-Network**

**Out-of-Network**

**Alternatives to Hospital Care**

Skilled Nursing Care	Covered – 100%	Covered – 80% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 80% after deductible
	Limited to dollar maximum that is reviewed and adjusted periodically	
Home Health Care – medically necessary	Covered – 100%	Covered – 80% after deductible
Home Infusion Therapy – medically necessary	Covered – 100%	Covered – 80% after deductible

**Surgical Services**

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Presurgical Consultations – with a doctor of medicine, osteopathy, podiatry or an oral surgeon	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

**Human Organ Transplants**

Specified Human Organ Transplants – in designated facilities <b>only</b> , when coordinated through Blue Choice POS network manager (call Blue Choice Service Center)	Covered – 100%	Not covered
Bone Marrow – when coordinated through Blue Choice POS network manager (call Blue Choice Service Center); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

**Mental Health Care and Substance Abuse Treatment**

**Note:** Mental health and substance abuse services must be coordinated by the Behavioral Health Manager to be considered in-network.

Inpatient Mental Health Care and Substance Abuse Treatment	Covered – 100%	Covered – 80% after deductible
	Up to a <b>combined</b> 45 days per calendar year	
Outpatient Mental Health Care	Covered – 100%	Covered – 80% after deductible
Outpatient Substance Abuse Treatment	Covered – 100%	Covered – 80% after deductible
	Up to the state-dollar amount that is adjusted annually	

**Other Services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Chiropractic Spinal Manipulation	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
	Up to 20 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%	Covered – 80% after deductible
	Up to 60 visits per condition per calendar year	
Durable Medical Equipment	Covered – 100%	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 80% after deductible
Private Duty Nursing	Covered – 100%	Not covered

**Deductible, Copays and Dollar Maximums**

<b>Deductible</b>	None	\$100 per member, \$200 per family per calendar year
<b>Copays</b>		
• Fixed Dollar Copays	\$20 for office visits and \$25 for emergency room visits	\$20 for office visits and \$25 for emergency room visits
• Percent Copays	None	20%
<b>Copay Dollar Maximums</b>		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$1,000 per member, \$2,000 per family per calendar year
<b>Dollar Maximums</b>	None except as noted above for individual services	\$1 million lifetime per member and as noted above for individual services

**Selected Riders**

<b>Rider HCA, Hearing Care</b>	Adds specific hearing care benefits, including binaural hearing aids when provided by participating providers.
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## Blue Preferred Rx<sup>SM</sup> Prescription Drug Coverage with \$10/\$15/\$20 Triple Tier Copay and Preferred RX Mandatory MAC Program

### Benefits-at-a-Glance for County of Allegan #25539-010

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

**Note:** Effective October 1, 2006, the mail order pharmacy for **specialty drugs** changed to Option Care. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions for rheumatoid arthritis. These drugs require special handling, administration or monitoring.

Option Care will handle mail order prescriptions **only** for specialty drugs. Continue to send other mail order prescription medications to Medco. A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). If you have any questions, please call **Option Care customer service at 866-515-1355**.

**Note:** If you request a brand name drug when a MAC drug is available, you do not need to pay the difference between the maximum allowable cost and the BCBSM approved amount for the brand name drug. You pay only your copay.

#### Network Pharmacy

#### Non-Network Pharmacy

### Covered Services

Federal Legend Drugs	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 – dispensed with insulin or other covered injectable legend drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of medication by mail from Medco	Covered – 100% less plan copay	No coverage

### Copays

**Note:** If you obtain a brand name drug (including mail order drugs) when a generic equivalent drug is available, you may be required to pay the difference between maximum allowable cost for the generic and the BCBSM-approved amount for the brand name drug (even if the prescription is marked “DAW”) **PLUS** your copay. **Exception:** if your physician requests and receives authorization for a brand name drug from the BCBSM Pharmacy Services Department and writes “Dispense as Written” or “DAW” on the prescription order, you pay only your copay.

Tier 1 (Generic) Drugs	\$10 for each prescription	\$10 for each prescription
Tier 2 (Preferred Brand) Drugs	\$15 for each prescription	\$15 for each prescription
Tier 3 (Non-preferred Brand) Drugs	\$20 for each prescription	\$20 for each prescription
Out-of-Network Copay	Copay not applicable	25% of the BCBSM approved amount for the drug <b>plus</b> applicable copay
Mail Order (Home Delivery) Prescription Drugs	<b>Copay for up to a 90 day supply:</b> \$10 for each Tier 1 (generic) drug; \$15 for each Tier 2 (preferred brand) drug; \$20 for each Tier 3 (non-preferred brand) drug	No coverage

A **Tier 1** (generic) drug is a drug made with the same active ingredient(s), available in the same strength and dosage form and administered in the same way as its equivalent brand-name drug.

A **Tier 2** (preferred) drug is brand-name medication on BCBSM's Custom Formulary listing. *BCBSM's formulary is a reference and educational tool to assist providers in selecting high quality, cost-effective drugs. BCBSM encourages doctors to prescribe medication from this listing.*

A **Tier 3** (non-preferred) drug is brand-name medication that is **NOT** on BCBSM's Custom Formulary listing.

## Additional Riders

<b>MOD 904</b>	Increases quantity of Viagra to 8 doses per month.
<b>Rider CI</b> , Contraceptive Injections, <b>Rider PCD</b> , Prescription Contraceptive Devices and <b>Rider PD-CM</b> , Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. <b>Note:</b> These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.



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# Blue Managed Traditional Comprehensive Major Medical Plan Benefits-at-a-Glance for County of Allegan #13128-007

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

### Preventive Care Services

Health Maintenance Exam	Covered – 100% once per calendar year
Gynecological Exam	Covered – 100% once per calendar year
Pap Smear Screening – laboratory and pathology services	Covered – 80% after deductible, one every 12 months (from the date of any previous pap smear)
Well-Baby and Child Care Visits	Covered - \$20 copay up to age 1
Childhood Immunizations	Covered - \$20 copay up to age 6
Proctoscopic Exam	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 80% after deductible one per calendar year beginning at age 40

### Mammography

Mammography Screening	Covered – 80% after deductible, one per calendar year
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### Physician Office Services

Office Visits	Covered – \$20 copay
Outpatient and Home Visits	Covered – \$20 copay
Office Consultations	Covered – \$20 copay
Urgent Care Visits	Covered – \$20 copay

## Emergency Medical Care

Hospital Emergency Room	Covered – 80% after deductible
Ambulance Services – medically necessary	Covered – 80% after deductible

## Diagnostic Services

Laboratory and Pathology Services	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 80% after deductible
Therapeutic Radiology	Covered – 80% after deductible

### Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 80% after deductible, includes care provided by a certified nurse midwife
Delivery and Nursery Care	Covered – 80% after deductible, includes delivery provided by a certified nurse midwife

### Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies <b>Note:</b> Nonemergency services must be rendered in a participating hospital.	Covered – 80% after deductible, unlimited days
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Inpatient Consultations	Covered – 80% after deductible
Chemotherapy	Covered – 80% after deductible

## Alternatives to Hospital Care

Skilled Nursing Care	Not covered
Hospice Care	Covered – 100%, limited to dollar maximum that is reviewed and adjusted periodically
Home Health Care – medically necessary	Covered – 80% after deductible
Home Infusion Therapy – medically necessary	Covered – 80% after deductible

### **Surgical Services**

Surgery – includes related surgical services	Covered – 80% after deductible
Presurgical Consultations	Covered – 80% after deductible (Covered at 100% when obtained from participating physicians)
Voluntary Sterilization	Covered – 80% after deductible

### 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 <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504); specific criteria applies	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 80% after deductible

### Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50% after deductible
Inpatient Substance Abuse Treatment	Covered – 50% after deductible, up to \$15,000 annual, \$30,000 lifetime maximum
Outpatient Mental Health Care	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities <b>only</b>	Covered – 50% after deductible, up to the state-dollar amount that is adjusted annually

### Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – \$20 copay
Chiropractic Spinal Manipulation	Covered – 80% after deductible, up to 38 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy	Covered – 80% after deductible, unlimited treatment
Durable Medical Equipment	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 80% after deductible
Private Duty Nursing	Covered – 50% after deductible
Prescription Drugs	Covered – See Attached

### Deductible, Copays and Dollar Maximums

**Note:** 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.

<b>Deductible</b>	\$250 per member, \$500 per family per calendar year
<b>Copays</b>	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay Dollar Maximums</b> – excludes mental health care, substance abuse treatment and private duty nursing copays	\$1,000 contract per calendar year
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted above for individual services

### Additional Riders

<b>Rider HCA</b> Hearing Care	Adds specific hearing care benefits, including binaural hearing aids when provided by participating providers.
<b>Rider XVA,</b> Excludes Voluntary Abortions	Excludes benefits for voluntary abortions.



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## Blue Preferred Rx<sup>SM</sup> Prescription Drug Coverage with \$10 Generic/\$40 Brand Name Fixed Dollar Copay

### **Benefits-at-a-Glance for County of Allegan #13128-007**

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

**Note:** Effective October 1, 2006, the mail order pharmacy for **specialty drugs** changed to Option Care. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions for rheumatoid arthritis. These drugs require special handling, administration or monitoring.

Option Care will handle mail order prescriptions **only** for specialty drugs. Continue to send other mail order prescription medications to Medco. A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). If you have any questions, please call **Option Care customer service at 866-515-1355**.

#### Network Pharmacy

#### Non-Network Pharmacy

### Covered Services

Federal Legend Drugs	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 – dispensed with insulin or other covered injectable legend drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Mail Order (Home Delivery) Prescription Drugs – up to a 90-day supply of medication by mail from Medco	Covered – 100% less plan copay	No coverage

### Copays

Generic Drugs	\$10 for each generic drug	\$10 for each generic drug
Brand Name Drugs	\$40 for each brand name drug	\$40 for each brand name drug
Out-of-Network Copay	Copay not applicable	25% of the BCBSM approved amount for the drug <i>plus</i> applicable copay
Mail Order (Home Delivery) Prescription Drugs	<p><b>Copay for up to a 34 day supply:</b> \$10 for each generic drug; \$40 for each brand name drug</p> <p><b>Copay for a 35 to 90 day supply:</b> \$20 for each generic drug; \$80 for each brand name drug</p>	No coverage

### Additional Riders

<b>MOD 904</b>	Increases quantity of Viagra to 8 doses per month.
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<p><b>Rider CI</b>, Contraceptive Injections,  <b>Rider PCD</b>, Prescription Contraceptive Devices and  <b>Rider PD-CM</b>, Prescription Contraceptive Medications</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.</p> <p><b>Note:</b> These riders are only available as part of a prescription drug package.</p> <p>Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>
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**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

## Comprehensive Preferred Dental Coverage Benefits-at-a-Glance for County of Allegan

### Plan D33

### All Plans

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

#### Class I Services

Oral exams	Covered – 100%, once every six months
A set (up to 4) of bitewing X-rays	Covered – 100%, once every six months
Full-mouth and panoramic X-rays	Covered – 100%, once every 36 months
Prophylaxis (teeth cleaning)	Covered – 100%, once every six months
Fluoride treatment	Covered – 100%, once every six months
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per covered space, for members under age 19

#### Class II Services

Fillings – permanent teeth	Covered – 75%, replacement fillings covered after 12 months or more after initial filling
Fillings – primary teeth	Covered – 75%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 75%, once every 36 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 75%, three times per tooth in 12 months from original restoration
Oral surgery including extractions	Covered – 75%
Root canal treatment – permanent tooth	Covered – 75%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 75%, once every 24 months per quadrant
Occlusal adjustments	Not Covered
Occlusal biteguards	Covered – 75%, once every 12 months
General anesthesia or IV sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Palliative (emergency) treatment	Covered – 75%
Adjustment of dentures	Covered – 75%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 75%, once every 36 months per arch
Tissue conditioning	Covered – 75%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 75%

#### Class III Services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%, once every 36 months after original was delivered

#### Class IV Services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%

Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

### **Copays and Dollar Maximums**

<b>Copays</b>	25% for Class II services and 50% for Class III and IV services
<b>Dollar Maximums</b>	
• Annual Maximum (for Class I, II, and III services)	\$1,000 per member
• Lifetime Maximum (for Class IV services)	\$1,000 per member

**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.



# Blue Vision Benefits at-a-Glance for County of Allegan

## All Plans

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate 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 the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at [vsp.com](http://vsp.com).

	VSP Network Doctor	Non-VSP Provider
<b>Eye Exam</b>		
Covers a complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay
	Once every 12 consecutive months	
<b>Lenses</b>		
Covers standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. <b>Note:</b> Additional pairs of prescription glasses and non-covered lens options are discounted when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay
	One pair every 12 consecutive months	
<b>Frames</b>		
Covers standard eyeglass frames. A wide selection of frames is available at each VSP network doctor location.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$45, less a \$10 copay
	One frame every 24 consecutive months	
<b>Contact Lenses:</b> Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.		
Covers medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for difference)
	Once every 12 consecutive months	
Covers elective contact lenses that improve vision (prescribed, but do <b>not</b> meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Once every 12 consecutive months	
<b>Copays</b>		
• Eye exam	\$5 copay	\$5 copay applies to charge
• Lenses and/or frames <u>or</u> medically necessary contact lenses	A <b>combined</b> \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay