

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

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

POLC CORRECTIONS OFFICER UNIT—SETTLEMENT AGREEMENT 2008-2010

WHEREAS, the Collective Bargaining Team has entered into negotiations with the members of the Police Officers' Labor Council (POLC) Corrections Officers Unit; and


WHEREAS, the Settlement Agreement for the period beginning January 1, 2008, through December 31, 2010, 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 Settlement 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 Campbell, seconded by Commissioner Spreitzer to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 1 vote. Absent - 0 votes.

Y	TERRY BURNS	Y	DON BLACK
N	STEVE McNEAL	Y	TOM JESSUP
Y	PAUL VanECK	Y	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA	Y	LARRY JONES
Y	MAX THIELE		

ATTEST, A TRUE COPY

 _____, Clerk-Register

APPROVED: June 11, 2009

cc: Admin. - Finance - Human Resources - Police Officers' Labor Council (POLC) Corrections Officers Unit (through HR)





Collective Bargaining Agreement

Between

The County of Allegan,

The Allegan County Sheriff

And

Police Officers' Labor Council (POLC)

Corrections Officers

January 1, 2008

Through

December 31, 2010

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DEFINITIONS

Days: Unless specifically indicated, any reference to “days” in this agreement shall be understood to mean “working days.” Saturday, Sunday and recognized holidays shall not be considered as working days unless specifically scheduled as such.

Employees: Regular full-time employees:
Employees normally scheduled on a regular and recurring basis shall be considered regular full-time employees. Such employees shall be considered members of the bargaining unit.

Work Period: Pursuant to the partial overtime exemption of Section 207(k) of the FLSA, the County, by administrative declaration, can establish a work period of at least 7 but fewer than 28 consecutive days. Overtime compensation is required to be paid when the ratio of the number of hours worked to the number of days in the work period exceeds the ratio of 171 hours to 28 days. The County has opted, pursuant to Section 207(k) of the FLSA and 29 C.F.R. Part 553, to establish a work period of 14 days.

Tour of Duty: This term is a unique concept applicable only to Section 207(k) employees. The term refers to the period of time during which an employee is considered to be on duty for purposes of determining compensable hours. The time may be scheduled or unscheduled. The tour of duty includes “shifts” - time during which the employee is regularly assigned - and time spent performing work outside the “shift.” Examples of unscheduled periods include time spent in court, time spent handling emergency situations, and time spent working after a shift to complete an assignment. Even though the specific work performed may not have been assigned in advance, the time must be included in the compensable tour of duty. Pursuant to 29 C.F.R. Section 553.31, a tour of duty does not include time spent substituting for other employees by mutual consent. The hours worked by the substituting employee shall be excluded from any overtime calculation in accordance with 29 U.S.C. Section 207(p)(3).

Pay Period: 14 days.

FMLA: The federal law known as the Family Medical Leave Act, which governs the granting of certain qualifying, leaves of absence.

FLSA: Fair Labor Standards Act. The act governing the standards of labor and management operations as determined by the Act and the Department of Labor.

Grievance: The actual written complaint made by an Employee or by a Union representative during the grievance procedure.

Grievance

Procedure: The process outlined in Article 5 which allows for the orderly and mutual settlement of any and all disputes that may arise from the application and interpretation of this Agreement.

Seniority: The length of an employee's continuous service in the bargaining unit beginning from the date the employee was hired. For limitations and application see Article 8.

Steward: A bargaining unit employee designated by the Union to represent other bargaining unit employees in the administration of the grievance procedure and other Union activities as authorized by law and by this agreement. The designation of Steward(s) is determined as indicated in Article 3.

AGREEMENT

This AGREEMENT, effective the date of execution by the Employer and entered into as of the 11th day of June 2009, by and between the COUNTY OF ALLEGAN and the ALLEGAN COUNTY SHERIFF, hereinafter referred to as the Employer and POLICE OFFICERS LABOR COUNCIL (P.O.L.C) (Corrections Officers Unit), hereinafter referred to as the Union.

PREAMBLE

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of Employees of the County covered by this Agreement, and that all such understandings be written to be mutually binding. It is further understood and agreed that only the Board of Commissioners may issue policies concerning wages, hours and working conditions which are fiscally binding on the County and then only if in writing and signed by the issuer.

The Agreements concerning wages, hours and working conditions and statement of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all Employee benefits for those Employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the County without limit or exception including but not limited to County Pension Programs, Wage Statements, Fringe Benefits Statements or Employee Personnel Handbooks. All Employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

Article 1
RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the exclusive collective bargaining representative for:

All regular full-time correction officers, all of which are employed in the Sheriffs Department; but EXCLUDING jail sergeants, head cook, all part-time employees, supervisory personnel and all other employees of the County or the County Sheriff.

Article 2 UNION SECURITY

Section 2.1. Agency Shop. It is agreed that as a condition of employment all employees covered by the terms of this agreement shall, within thirty (30) days of employment, pay such fees and dues which are necessary to support the Union's representational activities such as collective bargaining and administration of the labor contract. This Section does not require any Employee to pay any fees or dues that are related to political action or other non-representational activities of the Union and does not require any Employee to join or become a member of the Union. Under this agreement and by law, Employees are required only to pay the fees and dues outlined above as a condition of employment.

Section 2.2. Indemnification. The Union shall indemnify and save the Employer harmless from any and all claims, demand, suits or other action arising from these Agency Shop provisions or from complying with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistakes of fact which were in control of or the responsibility of the Union.

Section 2.3. Dues Check Off. 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 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.

Section 2.4. Indemnification. The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employers reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

Section 2.5. Union Activity. Except as specifically provided in this Agreement, employees shall not be allowed to engage in Union activities during working hours or while on the Employers premises.

Article 3
UNION REPRESENTATION

Section 3.1. Collective Bargaining. The Employer agrees to recognize a Collective Bargaining Committee composed of three (3) Employees from the bargaining unit one of which shall be the Chief Steward. Members of the Committee shall be elected or appointed by the Union in accordance with its internal procedure. The function of the Committee shall be to meet with Employer representatives for purposes of negotiating modifications to this Agreement.

Section 3.2. Grievance Representation. The Chief Steward or alternate shall represent the Employees in grievances and other Employee matters on behalf of the Employees in any step of the grievance procedure provided herein. Grievances resolved at any step of the grievance process shall be final and binding upon all parties.

Section 3.3. Chief Steward. The Employer shall recognize a Chief Steward and one (1) alternate elected or appointed from the bargaining unit for purposes of collective bargaining and grievance administration. The duties of the Chief Steward or the alternate shall include attendance at Employer Union meetings, grievance investigating and administration in accordance with the grievance procedure and to receive and transmit communication between the Union and the Employer. The chief steward and alternate, when properly engaged in collective bargaining or grievance matters, with permission from their supervisor(s) shall suffer no loss of wages from their straight time regular shift.

Section 3.4. Notice of Representatives. The Union shall notify the Employer in writing of the names of its Employee representative(s) before such Employee shall be recognized by the Employer.

Section 3.5. Reporting. An Employee representative shall first receive authorization from her/his immediate supervisor to leave her/his workstation for purposes of grievance administration and shall report back to work promptly when her/his part in the grievance adjustment has been completed.

Section 3.6. Official Notice. The Employer shall transmit official information to either the Chief Steward or Business Agent of the Union. In the event the Chief Steward or Business Agent are not available the Employer will transmit the official information to the responsible alternate designated in writing.

Article 4
EMPLOYER'S RIGHTS

Section 4.1. Management's Reserved Rights.

- a. The Union hereby recognizes and agrees that the County of Allegan and the Sheriff, acting through the elected Board of Commissioners, is charged with certain powers, rights, authority and duties which are conferred upon the County and the Sheriff by law and cannot be delegated. Except as in this Agreement, unless otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Allegan County Jail in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment, machines and facilities required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to determine hours of work, work schedules and assignments of work; to maintain order and efficiency; to study and use improved methods and equipment including subcontracting; and in all respects to carry out the ordinary and customary functions of County government. The Union acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement, all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer and shall not be subject to arbitration provided therein.
- b. The Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel, to establish work rules and regulations and penalties for violations thereof, to make judgments as to ability and skill, to provide and assign relief personnel, and as such to the extent of express provisions in this Agreement, these rights shall be subject to the grievance and arbitration procedure provided therein. The Employer will have all of the customary rights and functions of management and the Constitutional powers of the Sheriff shall not be diminished.
- c. The Employer retains the sole right to discipline and discharge Employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.
- d. In the event any discipline is imposed against any Employee because of an infraction of Employer work rules, neither the Union nor the Employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.
- e. Should any Employee be disciplined for causes not covered by the work rules, then the Union and/or Employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

Article 5
GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definitions.

Definition of Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an Employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step One Oral Procedure. An Employee with a complaint concerning the application or interpretation of this Agreement shall present the matter to his/her immediate supervisor within five (5) days after the occurrence of the events upon which the complaint is based or the grievant's knowledge thereof. The Supervisor and the Grievant shall discuss the matter in an attempt to reach satisfactory resolution. The supervisor shall give an oral answer to the complaint within three (3) days after receipt of the oral complaint. The Chief Steward or alternate may be present if desired by the employee.

Step Two Written Procedure. If the complaint is not satisfactorily settled, an Employee may advance the complaint by reducing it to a written grievance and submitting it to the Sheriff within five (5) days after the Step One response of the events upon which the grievance is based. The written grievance shall state the facts, including dates, upon which the grievance is based, list the sections of the Agreement allegedly violated and place his/her signature thereon. The Sheriff shall place his/her answer on the grievance form or as an attachment and return it to the Employee within five (5) days after receipt of the written grievance. A copy will be provided to the Union Steward and the Human Resources Director.

Section 5.3. Grievance Resolution. The Sheriff shall make the final decision on any grievance except for economic issues. The Sheriff in either step one or two shall consult with the Human Resources Director and/or County Administrator before rendering a final decision on the grievance. Decisions on grievances involving economic issues shall be a joint decision by the Sheriff and the County Administrator. All resolutions of grievances and complaints shall be reduced to writing and the County Human Resources Department shall be provided with a copy of the same.

Section 5.4. Arbitration Request and Selection. Either party may request arbitration of an unsettled grievance. If the employer requests arbitration of an unsettled grievance, the Employer shall provide the Union with written notice of its intent within ninety (90) days. The Union may request arbitration of an unresolved grievance, which is eligible for arbitration, only during the term of this Agreement or any extensions thereof, by giving written notice to the Sheriff with a copy furnished to the Human Resources Department of its intent to arbitrate the grievance within ninety (90) days following receipt of the Employer's answer in Step Two. After receipt of the arbitration request, a panel of arbitrators shall be obtained from the Federal

Mediation and Conciliation Service. The parties shall follow the applicable procedure as specified by FMCS to serve as the arbitrator.

Section 5.5. Expedited Grievance. Any grievance concerning the discharge or suspension of five (5) days or more of an Employee or a policy matter concerning the entire bargaining unit may be initiated at the Second (2nd) Step of the grievance procedure during the term of this Agreement. Policy grievances affecting all employees may be filed by the Chief Steward or alternate.

Section 5.6. Arbitrator's Jurisdiction. The parties understand and agree that in making this agreement that they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

- a. Excluded from arbitration are grievances which question the exercise of rights set forth in Section 4 of this Agreement, entitled MANAGEMENT RIGHTS, or which question the use or application of any right over which the Employer is given unilateral discretion in this Agreement nor shall he/she have the right to rule upon the exercise of the reserved rights or Constitutional authority of the Sheriff. The arbitrator shall not award interest on any awards. The arbitrator's decision shall be final and binding upon the Union, Employer and Employees in the bargaining unit, provided however, either party to this Agreement reserves its legal rights to challenge an arbitration award if the arbitrator has exceeded his/her jurisdiction or engaged in improper conduct.
- b. Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no-strike pledge in this Agreement.
- c. Excluded from arbitration at the election of the Employer, but in no manner waived in any other forum, are any monetary claims by the Employer against the Union, its officers or members for breach of the no-strike pledge in this Agreement.
- d. Excluded from arbitration is any matter otherwise subject to arbitration but over which the Union strikes contrary to its no-strike pledge in this Agreement.
- e. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties.
- f. The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.
- g. The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.
- h. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- i. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part on or contain a reference to, statutes, decisions, regulations or other extra contractual matters not specifically incorporated in this Agreement.
- j. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses that are called by them.

- k. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer. The Union will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.
- 1. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations.
- m. It is specifically understood and agreed that in no event shall Employer's condonation of any past infractions of any work rule, regulation, duty, responsibility, or policy be found to mitigate, in whole or in part, any discipline imposed by the Employer for any current infraction of any work rule, regulation, duty, responsibility, or policy, nor shall an arbitrator so find; it is further specifically understood and agreed that in no event shall any discipline imposed on any employee be mitigated, in whole or in part, due to the length of the employee's service with the Employer, except in the sole discretion of the Employer, nor shall an arbitrator have the power to mitigate any discipline imposed by the Employer based upon an employee's length of service with the Employer.

Section 5.7. Time Limitations. The time limits established in the grievance and arbitration procedure shall be followed by the parties and Employees. If the time procedure is not followed by the Union or Grievant, the grievance shall be considered settled in accordance with the last disposition rendered. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step including arbitration upon notice from the Union. Saturday, Sunday and recognized holidays shall not be counted under the time procedure established herein. The time limits established herein may be extended by mutual agreement of the parties provided it is reduced to writing or contact is made with a follow up in writing and the period of extension specified.

Section 5.8. Lost Time. The Employer agrees to pay for all reasonable time lost by an Employee during her/his regularly scheduled working hours while processing a grievance in accordance with the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if it is being abused. Lost time shall be compensated at the Employee's straight time regular rate of pay.

Article 6
SPECIAL CONFERENCES

Section 6.1. Special Conferences. Special conferences for discussions between the parties on matters of mutual concern may be scheduled at times mutually agreeable. If a special conference is scheduled, the party requesting the conference shall furnish the other party with an agenda at least 16 work hours in advance of the conference for preparation purposes. Special conferences shall not be used to replace the grievance procedure or for the purpose of negotiating modifications to this Collective Bargaining Agreement.

Article 7

STRIKES AND LOCKOUTS

Section 7.1. No Strike and 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 or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Union or Employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 7.2. Penalty. Individual employees or groups of employees who do instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 7.1 above may be disciplined or discharged in the sole discretion of the Employer.

Article 8
SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as the length of the Employee's continuous service as a full time employee within the bargaining unit commencing from her/his last date of hire. "Last date of hire" shall mean the date upon which an employee first reported for work at the direction of the Employer as a permanent, full time employee since which such employee has not quit, retired or been discharged. Unit seniority for the purpose of shift bidding shall date from the date an employee last entered the bargaining unit as a permanent full time employee. The application of seniority shall be limited to the preferences specifically recited in this Agreement. Employees hired on the same calendar date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.2. Probationary Period. All new Employees shall be considered probationary employees until they have actually worked 2184 hours, after which time their seniority shall be as of their last date of hire. During the probationary period, an Employee shall be considered probationary, and, as such, she/he may be laid off or terminated by the Employer and such action shall not be subject to the grievance and arbitration procedure provided in this Agreement. During the probationary period, the employee shall have no seniority status.

Section 8.3. Loss of Seniority. An Employee's seniority with the County shall terminate for the following reasons:

- a. She/he quits or resigns
- b. She/he is discharged for just cause
- c. She/he retires in accordance with the County's retirement plan
- d. If, following a layoff, the employee fails to notify the Sheriff of his/her intention to return to work within ten (10) calendar days after a written notice sent by certified mail of such recall is sent to his/her address on record with the Employer or having notified the Sheriff on his/her intention to return fails to do so within twenty (20) calendar days after such notice is sent
- e. She/he is absent from work, including the failure to return to work at the expiration of a leave of absence, PTO, layoff or disciplinary layoff, for three (3) consecutive days without notifying the Jail Commander or Undersheriff and providing an acceptable reason for such absence
- f. The Employee gives a false reason for requesting an unpaid leave of absence or engages in other employment during such leave of absence
- g. A settlement with the Employee has been made for total disability
- h. The Employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such Employee's employment or twelve (12) calendar months, whichever occurs sooner

- i. The Employee falsified pertinent information on his/her application for employment
- j. The Employee holds more than one regular job wherein the Employee is employed by another employer to exercise skills similar to those exercised for the Employer
- k. The Employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of production, interference with the operation of the County.
- l. The Employee is on a non-paid sick leave in excess of twelve (12) consecutive months, unless other arrangements have been made with the Sheriff and the Human Resources Department

Section 8.4. Layoff and Recall. A reduction and recall in the work force shall be accomplished in the following manner:

- a. Layoff Procedure. The first Employee to be laid off shall be probationary employees and then followed by the bargaining unit employee with the least seniority in the classification and department affected, provided however, that the more senior Employees in the classification have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and department shall be accomplished by the inverse order of the Employee's seniority, provided that the remaining Employees with greater seniority in the classification have the experience, necessary training and present ability to perform the required work.
- b. Recall Procedure. Employees who are laid off from work shall be recalled to their classification and department in order of their seniority when the work force is to be increased, provided that the Employee has the experience, necessary training and present ability to perform the required work. An Employee who has exercised her/his seniority by bumping another Employee shall return to her/his classification upon recall to that classification.
- c. Full-time Employees shall have preference over regular part-time Employees.

Section 8.5. Notice of Layoff and Recall. Notice of layoff and recall in the work force shall be accomplished in the following manner:

- a. Layoff Notice. The Employer agrees to notify in writing an Employee who is to be laid off at least five (5) calendar days in advance of such layoff unless circumstances are such that said notice is not possible.
- b. Recall Notice. Employees who are to be recalled from layoff shall be given advance notice of seven (7) calendar days from the date the notice is mailed. Such notice may be given verbally, if possible, but in any event, written notice shall be sent to the Employee at the address on file with the Employer. It is the sole responsibility of the Employee to keep her/his current address and telephone number on file with the Employer.

Section 8.6. State or Federal Funded Positions. The Union acknowledges that occasionally positions are established under State or Federal Grants and if such programs are curtailed or eliminated, new Employees hired for and occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure provided in this Agreement. The Sheriff will advise the Employee of the work to be performed, the hourly rate of pay, the benefit schedule, the work schedule, the length of the grant and that the position is co-terminus with the grant provisions.

Section 8.7. Temporary Transfers. The Sheriff 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, vacations or leaves of absence for the period of such absences. The Sheriff 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 not to exceed ninety (90) consecutive calendar days. 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. The Employee shall not suffer a reduction in wages or hours as a result of such transfer. If the Employee remains temporarily transferred in excess of thirty (30) consecutive days and the position to which she/he is temporarily transferred is a higher rated classification, then commencing on the thirty-first (31st) day, the Employee shall receive the higher rate for the remainder of the period temporarily transferred. In the event the Sheriff determines that an employee is to be moved to a different shift for disciplinary reasons the transfer will be for a period not to exceed ninety (90) days. Should the disciplinary transfer affect another officer, further transfer(s) shall be based on seniority with the right of refusal down to the least senior officer in the affected unit.

Section 8.8. Vacancies and Postings. When a vacancy occurs or a new position is created within the bargaining unit which is to be filled, notice of such positions shall be posted on a bulletin board for all Employees in the department where the position is located, and Employees may request a transfer or promotion into said position. The County may also externally advertise for this position at the same time. The posting shall list the classification, pay grade, departmental location and minimum requirements or qualifications of the position. The Employer shall consider the applicant's work record, training, experience and present ability to meet the requirements or qualifications of the open position. However, the Union acknowledges and agrees that the final decision of filling the position shall be at the discretion of the Sheriff if funding for the position has been approved by the County Board of Commissioners.

Section 8.9. Promotions. Employees who, in the judgment of the Sheriff, have the required training, ability, aptitude, leadership traits and knowledge for positions of increased responsibility shall be considered for promotion when vacancies occur. Seniority is one criteria for consideration but not the only criteria unless, in the sole discretion of the Sheriff, the other qualifications of two (2) or more employees are considered by the Sheriff to be equal. It is understood that if, in the judgment of the Sheriff, there are no employees who satisfy the requirements for vacant jobs, new employees shall be hired therefore.

Section 8.10. Work Assignments. Work assignments remain the exclusive Constitutional right of the Sheriff and shall not be impaired by any provision of this Agreement.

Section 8.11. Shift Bidding. Employees classified and working as a correction officer may bid their shift assignment as follows:

- a. Bid notices shall be posted in February and August each year to be effective on the first work day of the first work week in April and October. Corrections officers may select a shift assignment of their choice from the positions available by seniority. Assignment to the bid shift shall occur beginning the first workday of the first workweek in April and the first workday of the first workweek of October.
- b. A correction officer's shift may be changed by the Sheriff to accommodate training schedules.
- c. Correction officers in a probationary employee status may be placed on a shift schedule at the sole discretion of the Sheriff.
- d. Employees may change their shifts by mutual agreement between the affected employees with the approval of the Sheriff and provided that such shift change does not result in overtime liability for the Employer.
- e. Notwithstanding the provisions of this section to the contrary, the Sheriff reserves the right to administratively assign a correction officer temporarily or permanently to a particular shift when he deems it necessary.
- f. The Sheriff may discontinue the shift bidding process with thirty (30) days written notice provided to the Union Steward and the Bargaining Agent. Management and the Bargaining Unit Representative shall meet to discuss the impact and implications of the action. The decision of the Sheriff shall be final and shall not be subject to challenge in any court, administrative tribunal or in arbitration as provided in this Agreement.

Section 8.12. Acting Sergeant Position. Employees temporarily assigned to an acting sergeant position shall be paid 12.5% above their regular straight time hourly rate for time spent in the temporary fill position.

Article 9
LEAVES OF ABSENCE

Section 9.1. General. A leave of absence is a written, authorized absence from work with or without pay. The Employer and the Union recognize the following types of leave: personal leave, leaves under the Family Medical Leave Act, military leave, disability leaves of absence and jury duty leave. The following subsections apply to all leaves.

- a. In no event shall the duration of any leave exceed twelve (12) weeks in any twelve (12) month period without the express written approval of both the Sheriff and the County Administrator. All leave requests shall state the exact date the leave begins and the exact date the Employee is to return to work.
- b. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the Employee may be terminated from County employment without recourse.
- c. Failure to return to work on the exact date scheduled may be cause for termination of County employment at the sole discretion of the Sheriff.
- d. Employees shall not accept other employment while on a leave of absence unless agreed to in writing by the Sheriff. Acceptance of other employment or working for another employer while on leave may result in termination of County employment.
- e. Any employee whose leave exceeds twelve (12) weeks in any twelve (12) month period without the express written approval of both the Sheriff and the County Administrator may be terminated from County employment with automatic loss of seniority, excluding jury duty and military leave.

Section 9.2. Personal leave. The Sheriff may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days at a time and without pay. A leave shall be granted, denied, or extended at the exclusive discretion of the Sheriff upon written request which includes the reason for such leave, the beginning date and the exact ending date of the leave. The Sheriff will provide a copy of the request for leave and ending date of the leave to the Human Resources Director. Only bargaining unit employees who have worked continuously for the Employer for two thousand one hundred eighty-four (2184) hours or more shall be eligible for personal leave.

- a. A leave may not commence or end upon the following days:
 1. The day before or the day following a holiday.
 2. The day before or the day following a vacation.

Section 9.3. Family Medical Leave Act. The County and the Union agree to all the terms and conditions of the appropriate law and policy/procedures regarding Family and Medical Leave Act (FMLA) of 1993, as amended. A copy of said Policy and Procedures shall be included in the Allegan County Personnel Manual that is issued to employees in the POLC - Corrections Officers bargaining unit. It is understood that any provisions of this Agreement which do not comply with the provisions of the FMLA are null and void. Family Medical Leaves requested

due to employee illness/injury must be accompanied by a physician's certification that the Employee is unable to work and the reason therefore. The Employer reserves the right to require an employee to utilize accumulated paid vacation/sick/compensatory time/PTO when an employee requests a leave of absence under Federal Family and Medical Leave Act (FMLA) or the employer is made aware of a qualifying event.

Section 9.4. Military Leave. An Employee on the seniority list serving in the armed forces of the United States shall be treated by the Employer as required by applicable federal law.

Section 9.5. Jury Duty Leave. An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the Employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the Employee's regular straight time hourly rate and the daily jury fee paid by the court. If the Employee reports for jury duty and is excused at least two (2) hours prior to the end of his/her shift, he or she must then report for work. In order to receive payment, an Employee must give the Sheriff prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an Employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an Employee who is subpoenaed as a witness in a case in which the Employee is not a party and which subpoena is received as a result of his or her work for the County. The Employees obligation to pay an Employee for performance of jury duty under this Section is thirty (30) days in any calendar year.

Section 9.6. Disability Leave of Absence. An Employee who, because of non-work related accident or illness, is physically unable to report for work beyond the time allocated under the FMLA shall, upon written application and cause shown, be given a leave of absence for the duration of such disability up to a period of nine (9) additional months, provided that he/she continues to supply the Sheriff and HR Director with acceptable medical certification of the necessity for the continued leave of absence. The Employee's physician must also verify in writing that the Employee is fit to return to all normal duties or light duty with limitations specified before an Employee can return to work at the expiration of the approved leave. Disability due to pregnancy shall be treated as any other medical disability.

Section 9.7. 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 / her employment by the County and which is compensable under the Michigan Workers' Compensation Act, he / she shall receive full salary from the Employer for the first seven (7) calendar days. After the first seven (7) calendar days, the Employer shall provide the difference between the daily benefit paid by the Worker's Compensation Administrator and daily salary to a maximum of one (1) year from the time of illness or injury. The Employer agrees to continue its applicable percentage contribution, as referenced in section 14.1, towards medical insurance premiums for an employee receiving worker's compensation for a period not to exceed three (3) months following cessation of the worker's compensation supplement provided that the employee contributes his / her applicable percentage contribution, as referenced in section 14.1, toward the insurance premium.

Article 10
PAID TIME OFF

Section 10.1. Advance of Paid Time Off. On January 1, 2000 each full-time Employee was credited with an advance of forty (40) hours of paid time off. Following the ratification of this agreement by both parties, each employee will be credited with an additional eight (8) hours of paid time off. On January 1 of each year thereafter, 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 (15th) 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 10.2. 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 st year - 1.54 hours per pay period
	2 nd year - 3.08 hours per pay period
	3 rd year - 3.39 hours per pay period
	4 th year - 3.70 hours per pay period
	5 th year - 4.00 hours per pay period
	6 th year - 4.31 hours per pay period
	7 th year - 4.62 hours per pay period
	8 th year - 4.93 hours per pay period
	9 th year - 5.23 hours per pay period
	10 th year - 5.54 hours per pay period
	11 th year - 5.85 hours per pay period
	12 th 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 10.3. Probationary Period. Paid time off shall be permitted during an Employee's probationary period.

Section 10.4. Separation. Upon separation from County employment, an Employee shall receive full pay for unused accumulated PTO hours to a maximum of thirty (30) days (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 10.5. Holidays. If a holiday, as defined in Section 11.1 of 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 10.6. Leave of Absence. PTO leave shall not accrue during an Employee's unpaid leave of absence.

Section 10.7. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount carded 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, 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 10.8. 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 10.9. 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 prior to February 1 of the year, 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 prior to February 1 of any year, 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 10.10. Funeral Leave.

- a. When the death of a member's immediate family, i.e. current spouse, child, brother, sister, parent, step-parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, the employee, on request, will be excused for any of the first three normally scheduled working days immediately following the date of death, provided the employee attends the funeral. Funeral leave is not chargeable to PTO unless it extends beyond three working days. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.
- b. An employee excused from work under this Section shall, after making written application, received the amount of wages, exclusive of shift or any other premiums, that such employee would have earned by working during straight time hours on such scheduled days of work for which such employee was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

- c. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this Section.
- d. In any single calendar year, no employee shall receive more than twelve (12) days of bereavement pay as heretofore set forth.

Article 11 HOLIDAYS

Section 11.1. Recognized Holidays. New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve Day shall be recognized as holidays. All recognized holidays shall be observed during the term of this Agreement on the dates set forth in Appendix B (the date a specific recognized holiday is observed may differ for employees working different schedules).

Section 11.2. Eligibility. To be eligible for holiday pay under this Article, an employee must be a member of the bargaining unit as of the date the recognized holiday is observed and must have worked the last day he or she was scheduled to work prior to the recognized holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is 1) due to the fact that his or her absence on such day or days occurred during his or her regularly scheduled vacation or 2) excused by the Sheriff or designated supervisor.

Section 11.3. Holiday Pay. Eligible employees will receive as holiday pay 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 day on which a recognized holiday is observed. No recognized holiday for which an employee is paid during which the employee did not work shall be considered or treated as time worked for any purpose under this Agreement. Holiday pay is not considered work time in accordance with the provisions of the Fair Labor Standards Act.

Section 11.4. Holiday Work. When an eligible employee works on the day a recognized holiday is observed, the employee shall be paid one and one-half (1 ½) times his or her straight-time hourly rate for the hours so worked (in addition to the holiday pay provided in Section 11.3). In lieu of monetary compensation for such holiday work, such employee may choose compensatory time off at the same rates noted above. Eligible employees who do not work on the day a recognized holiday is observed shall receive only holiday pay as provided in Section 11.3.

Article 12
LONGEVITY

Section 12.1. Longevity Benefit. Employees hired before April 13, 2000, shall receive longevity pay in December of each year according to the following scale:

After completion of 5 through 7 years of service	\$300
After completion of 8 through 11 years of service	\$350
After completion of 12 through 19 years of service	\$400
After completion of 20 or more years of service	\$450

Employees hired on or after April 13, 2000, shall receive longevity pay in December of each year according to the following scale:

After completion of 10 through 15 years of service	\$300
After completion of 16 through 20 years of service	\$350
After completion of 21 or more years of service	\$400

Section 12.2. Longevity Eligibility. For the purpose of determining longevity pay, only a recognized bargaining unit 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 less than sixty (60) hours but more than forty (40) or more hours per pay period shall receive a pro-rata longevity benefit. An Employee who works an annual average of less than forty (40) hours per pay period shall receive no longevity pay.

**Article 13
PENSION**

Section 13.1. Pension Plans. Eligible Employees shall be participants in the Municipal Employees Retirement System and shall receive benefits under the B-2 Defined Benefit Plan or the Defined Contribution Plan. However, the Employer shall have the right to change pension coverage from the present MERS plan to a different plan, which has essentially equivalent benefits.

Section 13.2. Defined Benefit Plan. Beginning on the initial conversion date to the Allegan County Defined Contribution Plan, and every year thereafter, Employees who choose to continue their membership in the Defined Benefit Plan shall contribute four percent (4%) of their wages toward the required MERS contribution. An eligible Employee shall be vested following the completion of six (6) years.

Section 13.3. Defined Contribution Plan. The Employer shall have the right to adopt a defined contribution pension plan. If such a plan is adopted, all employees hired on or after the adoption date of the plan shall be subject to the defined contribution plan and not the defined benefit plan applicable to existing employees. Existing Employees shall have the option to switch permanently to the defined contribution plan. The Employer shall contribute a fixed contribution of four percent (4.0%) of an eligible employee's gross wages toward the defined contribution plan. Eligible Employees shall be permitted to contribute an additional amount up to the limits set forth in the plan. The Employer shall match, on behalf of each Employee, up to two percent (2%) of earnings for the plan year for each plan year that such Employee has contributed up to two percent (2%) of earnings. Contribution rates will occur in whole percentage amounts only (i.e., 0%, 1%, or 2%).

- a. Vesting. The Defined Contribution Plan shall have graduated vesting based upon the following vesting schedule:

Years of Service Completed	Specified Percent Vesting
One	10%
Two	20%
Three	40%
Four	60%
Five	80%
Six	100%

- b. Permissible Loans. Each Employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:
- i) One (1) loan per Employee per calendar year.
 - ii) Each loan will require a fifty dollar (\$50) loan application fee, payable to the plan administrator.
 - iii) Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the Employee's vested benefits.

- iv) Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an Employee's individual pension account.
- v) Loans will be repaid by payroll deduction during a term not to exceed five (5) years.
- vi) If an Employee terminates employment for any reason, the balance of principle and interest of any outstanding loan shall be due and payable two (2) weeks following the Employee's termination date.

Article 14
INSURANCE

Section 14.1. Medical Insurance. The County of Allegan will provide healthcare 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.

Effective the first pay period beginning on or after January 1, 2009, employees who elect the PPO or POS plans will pay 18% of the required premiums and the employer will pay the remaining 82%, and effective the first pay period beginning on or after January 1, 2010, employees who elect the PPO or POS plans will pay 20% of the required premiums and the employer will pay the remaining 80%. Employees who elect the New Traditional plan will continue to pay 5% of the required premiums and the employer will continue to pay the remaining 95% for the term of this CBA. The changes in this paragraph will be applied and charged to employees retroactively back to the first pay period beginning on or after January 1, 2009.

Section 14.2. Wellness Benefits. The Employer shall offer any additional wellness/prevention benefits, which are offered in the future by the County of Allegan to Employees in general.

Section 14.3. Incentive to Opt Out. The County shall pay employees an incentive of \$3,000 per year for those employees who opt out of the County's medical / dental / vision program. An employee must work at least through the 15th of a month to receive a month's credit. The incentive shall be accrued on a calendar year 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 re-enroll during the 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.

Eligible employees will begin accruing the increased incentive retroactive to January 1, 2009, for payment no later than February 28, 2010.

Section 14.4. General Provisions:

- a. The Employer shall select or change the insurance carrier or third party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.
- b. All benefits shall be subject to standard provisions set forth in the policy or policies.

- c. Benefits for otherwise eligible new Employees will become effective on the first day of the calendar month following the calendar month in which they attain seniority.
- d. When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence or any other reason all insurance coverage continues only for the balance of the month in which such termination occurs.
- e. The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than coverage by the Employer herein a party.
- f. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- g. Under no circumstances shall an employee be entitled to recover more than one hundred percent (100%) of such Employee's loss using in whole or in part insurance policies of the County. It is understood and agreed that this is a total coordination of benefits requirement, which includes, but is not limited to, no-fault automobile insurance.

Section 14.5. Health Care Cost Containment. The County at its option may implement any or all of the following health care cost containment programs:

- a. Pre-admission certification of the necessity of hospitalization (BC-BSM Predetermination program or equivalent).
- b. Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- c. Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- d. When more than one family member is employed by the County, there shall be no duplicate coverage by County health plans.
- e. In the event of any payment under the County health insurance plan on behalf of any person covered by such County insurance plan, the County shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."
- f. In a joint continuing effort to control the cost of insurance the County and the Union

agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under County health insurance and any other group health insurance policy, which a County Employee or any covered dependent may have, will not exceed the total amount of medical expenses.

Section 14.6. Insurance Carrier. The County reserves the right to select the health insurance carrier(s) or to implement self-insurance or other method of funding health care coverage, provided that the benefits remain substantially comparable. Administrative aspects of the health care plan(s) (including the network of providers) shall not be considered a benefit.

Section 14.7. 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 except as provided under the FMLA laws. Receipt of Worker's Compensation benefits without a PTO supplement shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the employee.

Section 14.8. Life Insurance. The Employer shall provide a term life insurance policy on each bargaining unit employee in the amount of twenty-five thousand dollars (\$25,000) with Accidental Death and Dismemberment (ADD).

Section 14.9. Disability Insurance. The Employer shall provide to eligible Employees a disability income insurance policy which shall provide at the first day of a non-duty related injury or the eighth day of non-duty illness, an income equal to sixty-six and two-thirds (66 2/3%) of the Employee's regular straight time earnings for a maximum of fifty-two (52) weeks with a maximum benefit of \$1,000 per week.

Article 15
GENERAL

Section 15.1. Supervisor's Working. Nothing contained in this Agreement shall be construed in any way to restrict or limit supervisory, non-bargaining or other bargaining unit employees from performing bargaining unit work in the same manner and to the same extent as said supervisory employees performed such work prior to the execution of this agreement. It is likewise understood that non-bargaining unit employees may from time to time be used to perform bargaining unit work.

Section 15.2. Subcontracting. The Employer shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in its judgment, it 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 15.3. Bulletin Boards.

- a. The Employer agrees to provide bulletin board space that may be used by the Union for the following notices:
 - (i) Notices of union meetings.
 - (ii) Notices of union elections and results where they pertain to the Employers employees.
 - (iii) Notices of union recreational and social events.
 - (iv) Other notices concerning union affairs, which are not political or controversial in nature.
- b. It is agreed that all other notices including those posted shall be submitted to the Sheriff for approval.
- c. It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the offending employee shall be subject to disciplinary action.
- d. The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the County, the Sheriff, or other County officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.
- e. There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising of political matters, notices, or any kind of literature upon the Employers premises other than as herein provided.

- f. There shall be no solicitation or distribution of any kind by any person in work areas during work time; provided, it is understood that this prohibition does not apply during the work day when employees are properly not engaged in performing their work tasks such as during work breaks or lunch periods.

Section 15.4. Rules of Conduct and Work Rules. It is understood and agreed that each Employee shall be required to abide by such rules of conduct and work rules as may be adopted by the Sheriff or County Administration. Employees shall be notified prior to the implementation of any new rule. For informational purposes only, the Employer shall notify the Union in writing prior to the implementation of any new rule.

Section 15.5. 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 15.6. Mileage. The Employer shall reimburse Employees who use their personal automobiles, at the instruction of the Employer, for County business in accordance with the County Personnel Policy.

Section 15.7. 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 subject 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 15.8. Written Amendment. No agreement or understanding contrary to this collective bargaining agreement, nor an 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 Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

Section 15.9. Captions and Gender. The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa.

Section 15.10. No Discrimination. There shall be no discrimination under any circumstances because of race, creed, color, sex, age, disability, religion, political beliefs, weight, union activity, marital status, or national origin.

Section 15.11. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by an employee resulting from the Employees or Union's compliance, including reasonable accommodations, with the Federal American's with Disabilities Act (ADA).

Section 15.12. Drug and Alcohol Testing. Incorporated herein and made a part of this Agreement are the provision of the County's Personnel Policies related to Drug and Alcohol Testing.

Section 15.13. Uniforms and Uniform Cleaning. Members will maintain uniforms in a clean and serviceable condition. The Sheriff's Department will provide for the cleaning of uniforms as needed. Members who have damaged, worn, or ill fitting uniform items will submit a written request for replacement items. Leather goods and hardware shall be kept polished.

Section 15.14. Past Practices. There are no understandings or agreements or past practices, which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a letter of understanding by both parties.

Section 15.15. Tuition Assistance. The members of this bargaining unit are authorized to participate in the County Tuition Assistance program in accordance with County Policy.

Section 16
HOURS AND WAGES

Section 16.1. Classifications and Wages. The job classifications and wages in the County's Pay Plan applicable to this unit are set forth in Appendix A attached hereto and by this reference made a part hereof. Appendix A reflects negotiated wage increases over the 2008 wage scale effective the first pay period on or after the date indicated below as follows:

January 1, 2008	Two percent (2.0%)
January 1, 2009	Two percent (2.0%)
January 1, 2010	Two percent (2.0%)

Employees hired after the date of contract ratification, November 16, 2006, will be placed on a nine-step wage scale with 4.60% between the steps.

Employees will be paid retroactively only through March 31, 2009. There shall be no retroactive pay for any period after March 31, 2009. Retroactive pay shall be paid only to those employees on the Employer's payroll on the date of ratification by both parties.

Section 16.2. Work Day and Work Week. The normal workday shall consist of eight (8) or ten (10) or twelve (12) hours per day unless altered by the Sheriff. The Sheriff reserves the right to change the length of the workday and shall provide the bargaining unit with written notification at least 30 days prior to the implementation of the change. For employees regularly scheduled to work eight (8) or ten (10) hours per day, the normal tour of duty shall be 40 hours per week. For employees regularly scheduled to work twelve (12) hours per day, the normal tour of duty shall be 84 hours over a 14-day period. However, nothing contained herein shall be construed as a guarantee of the above amounts of work or pay per day or per week. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage. The Employer expressly reserves the right to reduce certain or all classifications or to reduce the hours worked in one (1) or all classifications. The Employer reserves the right to change an employee's work shift when such is warranted due to operational necessities.

Section 16.3. Rest Periods. Employees shall be entitled to rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of each half shift and one thirty (30) minute lunch period at or near the midpoint of their shift. It is understood and agreed that the timing of the break 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 or lunch 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 break or lunch period. Employees must inform the supervisor when departing the work area to go on break or for personal reasons.

Section 16.4. Overtime. Scheduled overtime shall be rotated among employees who are available commencing first with the employee with the greatest seniority and thereafter working down the seniority list. Employees may be required to work non-scheduled overtime by the

Sheriff or designated supervisor. Employees may not refuse overtime. There will be times when an employee is required to remain at the workplace longer than the normally scheduled shift. The employer should ensure that the employee(s) with the lowest seniority is/are required to remain.

Section 16.5. Premium Overtime Pay. For employees regularly scheduled to work eight (8) or ten (10) hours per day, time and one-half (1 ½) an employee's regular straight time rate shall be paid for all hours worked in excess of 40 hours in a work week. For employees regularly scheduled to work twelve (12) hours per day, time and one-half (1 ½) an employee's regular straight time rate shall be paid for all hours worked in excess of 84 hours in a 14-day tour of duty. For purposes of determining overtime premium, paid time shall be treated as time worked.

Section 16.6. Compensatory Time. 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. Compensatory time off accrual shall be capped at eighty-four (84) hours per employee, and any overtime worked will be paid in cash to an employee with a compensatory time off bank greater than eighty-four (84) hours.

Section 16.7. Work Area Reporting. Employees shall be at their duty station at their posted starting time of their shift and not leave, without permission, until their posted quitting time of their shift unless authorized to do so by the Sheriff, or their Supervisor.

Section 16.8. Leaving the Premises. Employees, who must leave the premises at any time for any reason, shall inform their supervisor of the reason for leaving, destination, estimated return time, and secure such supervisor's permission prior to leaving.

Section 16.9. Medical Examinations. The Employer reserves the right to require an Employee to undertake an examination by a physician, psychiatrist, or psychologist if the Employer has reasonable grounds for concern regarding the Employee's physical or mental ability to perform the required work. The Employer shall pay the cost of any required examinations.

Section 16.10. Medical Opinion. All conflicts of medical opinion shall be resolved using the grievance procedure.

Section 16.11. Call-In. When, as result of performing is/her job duties, 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 his/her off-duty hours, the Employee shall be paid a minimum of two (2) hours at time and one-half (1 ½) his/her regular hourly rate of pay or for the actual time necessarily spent at the court or agency or at work at time and one-half (1 ½) his/her regular hourly rate of pay, whichever is greater. As a condition of receiving such payment, the employee shall assign his/her court appearance fee to the Employer.

Section 16.12. Snow Days. Employees of the bargaining unit who are required to work during a "snow day" as declared by the Chairman of the Board of Commissioners shall be paid for all hours worked at one and one half (1 ½) his/her regular hourly rate of pay and shall be paid for a minimum of two (2) hours. This provision shall include a 24 hour shift from the time of the declared "snow day."

Article 17
DURATION OF AGREEMENT

Section 17.1. Term of Agreement. This Agreement shall become effective as of January 1, 2008, and shall remain in full force and effect through the 31st day of December 2010, and from year to year thereafter unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement.

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

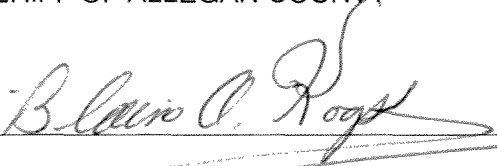
POLICE OFFICERS LABOR COUNCIL

 POLC OCT. 1, 2009
Will Keizer, Labor Representative Date

ALLEGAN COUNTY

 10-20-09
Larry "Casey" Jones, Chairman Date
Allegan County Board of Commissioners

SHERIFF OF ALLEGAN COUNTY

 10/12/09
Blaine Koops, Sheriff Date
Allegan County

Appendix A
Wages

2008: Wage tables reflect a 2% increase

2009: Wage tables reflect a 2% increase

2010: Wage tables reflect a 2% increase

For employees hired before 11/16/06

For employees hired after 11/16/06

2008		2008	
Step A	13.29	Step A	15.03
Step B	13.71	Step B	15.73
Step C	17.94	Step C	16.45
Step D	18.97	Step D	17.22
Step E	20.44	Step E	18.00
Step F	21.00	Step F	18.83
Step G	21.51	Step G	19.70
		Step H	20.59
		Step I	21.51

For employees hired before 11/16/06

For employees hired after 11/16/06

2009		2009	
Step A	13.56	Step A	15.33
Step B	13.98	Step B	16.04
Step C	18.30	Step C	16.78
Step D	19.35	Step D	17.56
Step E	20.85	Step E	18.36
Step F	21.42	Step F	19.21
Step G	21.94	Step G	20.09
		Step H	21.00
		Step I	21.94

For employees hired before 11/16/06

For employees hired after 11/16/06

2010		2010	
Step A	13.83	Step A	15.64
Step B	14.26	Step B	16.36
Step C	18.67	Step C	17.12
Step D	19.74	Step D	17.91
Step E	21.27	Step E	18.73
Step F	21.85	Step F	19.59
Step G	22.38	Step G	20.49
		Step H	21.42
		Step I	22.38

Appendix B
Holidays

Tuesday, January 1
Monday, January 21
Monday, February 18
Monday, May 26
Friday, July 4
Monday, September 1
Monday, October 13
Tuesday, November 11
Thursday, November 27
Friday, November 28
Wednesday, December 24
Thursday, December 25
Wednesday, December 31

Thursday, January 1
Monday, January 19
Monday, February 16
Monday, May 25
Saturday, July 4
Monday, September 7
Monday, October 12
Wednesday, November 11
Thursday, November 26
Friday, November 27
Thursday, December 24
Friday, December 25
Friday, December 31

Friday, January 1
Monday, January 18
Monday, February 15
Monday, May 31
Sunday, July 4
Monday, September 6
Monday, October 11
Thursday, November 11
Thursday, November 25
Friday, November 26
Friday, December 24
Saturday, December 25
Friday, December 31

2008

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
New Year's Eve Day

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
New Year's Eve Day

2010

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
New Year's Eve Day



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

**Community BlueSM PPO
Benefits-at-a-Glance
Plan 1**

13125-025

	In-Network	Out-of-Network
Preventive Services – Limited to \$250 per calendar year		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100% • Up to 6 visits per year, through age 1 • Up to 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not covered
Immunizations	Covered – 100%, up through age 16	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 Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal 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		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 80% after deductible
Note: Nonemergency services must be rendered in a participating hospital		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 – 100%
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to lifetime dollar maximum which is adjusted periodically	
Home Health Care	Covered – 100%	Covered – 100%
	Unlimited visits	

Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); 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	Covered – 50%	Covered – 50%
	Up to the state-dollar amount which 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 – excludes speech and occupational therapy	Covered – 100%	Covered – 100%
	Covered – 100%	Covered – 80% after deductible
	A combined 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%
Prescription Drugs	Covered - \$10/\$15/\$20 with contraceptives and MOPD	Covered – 75% less \$10/\$15/\$20 with contraceptives and MOPD

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.

Deductible	None	\$250 per member, \$500 family per calendar year
Copays • 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 Note: Services without a network are covered at the in-network level.

Copay Dollar Maximums • 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 family per calendar year
Dollar Maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

Optional Riders

Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and prescription oral or injectable contraceptive medications. Note: These riders are available only with prescription drug coverage.	
Rider HC, Hearing Care	Adds specific hearing care benefits, including one hearing aid, when provided by participating providers.	

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.



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Blue Choice[®] POS Plan 4 Benefits-at-a-Glance

25539-010

	In-Network	Out-of-Network
Preventive Services		
Health Maintenance Exam	Covered – \$20 copay	Not covered
Annual Gynecological Exam	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Certain Routine Laboratory and Radiology Services	Covered – 100%	Covered – 80% after deductible
Pap Smear Screening – laboratory services only	Covered – 100%	Covered – 80% after deductible
	One every 12 months	
Well-Baby and Child Care	Covered – \$20 copay	Not covered
Immunizations	Covered – 100%	Not covered
Proctoscopic Exam	Covered – 100%	Covered – 80% after deductible
	One every 3 years at age 40 and older	
Prostate Specific Antigen (PSA) Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year	
Mammography		
Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One baseline for ages 35-40, one annually after age 40	
Physician Office Services		
Office Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Outpatient and Home Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
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
Emergency Medical Care		
Hospital Emergency Room	Covered – \$25 copay	Covered – \$25 copay
Ambulance Services – medically necessary	Covered – 100%, ground service, and air service required for emergency transportation	Covered – 100%, ground service, and air service required for emergency transportation
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible for major services
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible for major services
Radiation Therapy	Covered – 100%	Covered – 80% after deductible for major services
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal 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		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 80% after deductible, requires predetermination
Note: Nonemergency services must be rendered in a participating hospital	Unlimited days	
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

	In-Network	Out-of-Network
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 lifetime dollar maximum which is adjusted periodically
Home Health Care	Covered – 100%	Covered – 80% after deductible Unlimited visits

Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through Blue Choice POS network manager (248-223-5545)	Covered – 100%	Not covered
Bone Marrow – when coordinated through Blue Choice POS network manager (248-223-5545); 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 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 which 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
Prescription Drugs	Covered – \$10/15/20 with contraceptives and MOPD	Covered – 75% less \$10/15/20 with contraceptives and MOPD

Deductible, Copays and Dollar Maximums

Deductible	None	\$100 per member, \$200 family per calendar year
Copays		
• 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%
Copay Dollar Maximums		
• 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 family per calendar year
Dollar Maximums	None except as noted above for individual services	\$1 million lifetime per member and as noted above for individual services

Optional Riders

Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, 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. Note: These riders are available only with prescription drug coverage.	
Rider HC, Hearing Care	Adds specific hearing care benefits, including one hearing aid, when provided by participating providers.	



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Blue Managed Traditional Comprehensive Major Medical Plan— Plan 2

Benefits-at-a-Glance

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 – 80% after deductible, one every 12 months
Gynecological Exam	Covered – 80% after deductible, one every 12 months
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	Covered – \$20 copay, up to age 1
Immunizations	Covered – \$20 copay, up to and including age 6
Proctoscopic Exam	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 80% after deductible

Mammography

Mammography Screening	Covered – 80% after deductible, one baseline for ages 35-40, one annually at age 40 and older
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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 Note: Nonemergency services must be rendered in a participating hospital	Covered – 80% after deductible, unlimited days
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 which is adjusted periodically
Home Health Care	Covered – 80% after deductible, unlimited visits

Surgical Services

Surgery – includes related surgical services	Covered – 80% after deductible
Voluntary Sterilization	Covered – 80% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%, up to \$1 million maximum per transplant type
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); 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 only	Covered – 50% after deductible, up to the state-dollar amount which 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 medically necessary 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 - \$10 Generic/\$40 Brand Charge with contraceptives and MOPD2X

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.

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

Riders

Rider AP-2, Annual Physical Exam	Adds benefits for one routine annual physical or gynecological exam and the following screening procedures: chemical profile, complete blood count, fecal occult blood screening and urinalysis. Member is responsible for applicable deductible and copays.
Rider CMM-OPS \$20, Office and Outpatient Physician Services	Adds well baby care (up to age 1) and immunizations (up to and including age 6), subject to a \$20 copay. It also removes the deductible and changes the percent copay to a \$20 copay per service for office, outpatient and home medical care visits (excludes routine medical care), and allergy testing and therapy. The \$20 copay will not be applied to the annual copay maximum.
Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, 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. Note: These riders are available only as a package with prescription drug coverage.
Rider PSA, Prostate Specific Antigen Screening	Covers one PSA screening test per member, per calendar year, for members age 40 and over. Member's regular deductibles and copays for lab tests apply. PSA tests must be provided by an independent laboratory, or in an inpatient or outpatient hospital setting.
Rider XVA, Excludes Voluntary Abortions	Excludes benefits for voluntary abortions.
Rider CMM-MHP, Mental Health Parity	Eliminates annual and lifetime maximums for mental health care. Note: The separate annual and lifetime maximums still apply to inpatient substance abuse treatment.

Traditional Plus Dental Coverage Plan 3

Benefits-at-a-Glance

For Community Blue, Point of Service & New Traditional Medical Coverage

Class I Services

Oral Exams	Covered – 100%, twice per calendar year
Bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 100%, once every 60 months
Prophylaxis (Teeth Cleaning)	Covered – 100%, twice per calendar year
Fluoride Treatment	Covered – 100%, twice per calendar year
Space Maintainers	Covered – 100%, once per quadrant per lifetime, up to age 19

Class II Services

Fillings - permanent teeth	Covered – 75%, once every 24 months
Fillings - primary teeth	Covered – 75%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings - permanent teeth	Covered – 75%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 75%, three per calendar year
Root Canal Therapy	Covered – 75%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 75%, once every 24 months
Occlusal Adjustment	Covered – 75%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 75%, once every 12 months
General Anesthesia or IV Sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 75%
Relining or Rebased of Partials or Dentures	Covered – 75%, once every 36 months per arch
Tissue Conditioning	Covered – 75%, once every 36 months per arch
Repairs to Existing Partials or Dentures	Covered – 75%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 75%

Class III Services

Removable Dentures and Partials	Covered – 50%, once every 60 months
Fixed Bridges	Covered – 50%, once every 60 months, payable for members age 16 and older

Class IV Services – Orthodontic services for dependents under age 19

Habit Breaking Appliances	Covered – 50%
Minor Tooth Guidance Appliances	Covered – 50%
Full-Banding Treatment	Covered – 50%
Monthly, Active Treatment Visits	Covered – 50%

Copays and Dollar Maximums

Copays	25% for class II services and 50% for class III and IV services
Dollar Maximums	
• Annual Maximum	\$1,000 per member for covered class I, II and III services
• Lifetime Maximum	\$1,000 per member for covered class IV services