

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 COMMAND UNIT-SETTLEMENT AGREEMENT 2009 - 2011

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

WHEREAS, the Settlement Agreement for the period beginning January 1, 2009, through December 31, 2011, 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 - 11 votes. Nays - 0 votes. Absent - 0 votes.

ATTEST, A TRUE COPY

 _____, Clerk-Register

APPROVED: June 11, 2009

cc: Admin. - Finance - Human Resources - Police Officers' Labor Council (POLC) Corrections Services Administrator and Corrections Sergeants (through Human Resources)



Collective Bargaining Agreement

Between

The County of Allegan,

The Allegan County Sheriff

And

Police Officers' Labor Council (POLC)

Corrections Services Administrator

And

Corrections Sergeants

January 1, 2009

Through

December 31, 2011

ALLEGAN COUNTY POLICE
ALLEGAN COUNTY SHERIFF
2009 SEP 25 11 45 51

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AGREEMENT

This AGREEMENT, made and entered into this 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 Command Unit), hereinafter referred to as the Union, as follows:

PREAMBLE

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

Article 1
RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all corrections sergeants and the Corrections Services Administrator of the Sheriff's Department, excluding all other employees of the Allegan County Sheriff's Department.

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

Article 2
UNION SECURITY AND CHECK OFF

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

- a. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any 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 mistake of fact which were in control of or responsibility of the Union.

Section 2.2. 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.

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

Article 3
RIGHTS OF THE EMPLOYER

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

Article 4

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

Third Step. If the grievance has not been resolved in the foregoing steps, and the Union wishes to appeal the grievance further, the Union shall notify the Sheriff and the County Administrator in writing within seven (7) calendar days after the Second Step answer has been received of its desire to proceed to the Third Step. If such written request is made, the Sheriff and / or his designated representatives and the County Administrator and / or his designated representatives shall, within seven (7) calendar days thereafter, schedule a meeting with the Union's Grievance Committee and / or its Field

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

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

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

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

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

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

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

Article 5
STRIKES AND LOCKOUTS

Section 5.1. No Strike / Lockout. The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period, there will be no lockouts.

Section 5.2. Violation Penalty. Individual employees or groups of employees who do instigate, aid, or engage in a work stoppage, slowdown, strike, or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer.

Article 6
SENIORITY

Section 6.1. Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employers since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer, and since which he has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence or PTO or layoffs due to lack of work or funds except as hereinafter provided. Seniority shall be used as a method of preference only as provided in this Agreement.

Section 6.2. Probationary Period. All employees hired or promoted into this bargaining unit after the effective date of this Agreement shall be probationary employees until they have completed one year of actual work time for the Employer following their employment or promotion. This time does not include vacation, sick time, comp time or any other days off for sickness or injury, whether it is work-related or on personal time. The purpose of the probationary period is to provide an opportunity for the Sheriff to determine whether the employee has the ability and other attributes which will qualify him for the position the employee was promoted to or hired for. During this probationary period, the employee may be demoted to his or her previous position, or in the case of a new hire, laid off or terminated at the sole discretion of the Sheriff without regard and without recourse to this Agreement.

Section 6.3. Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names of the employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date. If two (2) or more of such employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name, the same procedure shall be followed with respect to their first names.

Section 6.4. 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 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, vacation, layoff or disciplinary layoff, for three (3) consecutive days without notifying the Employer and providing an acceptable reason for such absence.
- f. The employee gives a false reason for requesting a 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 County's Human Resources Department.

Section 6.5. Indefinite Layoff. If it becomes necessary to reduce the number of employees in the bargaining unit, if any, the Sheriff shall determine what classifications are to be reduced and employees shall be removed from these classifications on the basis of their classification seniority providing always that the remaining employees in that classification have the then-present skills and ability to perform all elements of work in the classification. Employees removed from the classification may exercise their department seniority to bump employees in any lower-rated classification within the bargaining unit, if any, provided at the time of said bump they have the then-present ability as determined by the Sheriff to perform all aspects of the classification they bump without trial or training. Employees will be recalled in accordance with their classification seniority.

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

Section 6.6. Work Assignments. Work assignments remain the exclusive Constitutional right of the Sheriff and shall not be impaired by any provision of this Agreement.

Article 7 LEAVES OF ABSENCE

Section 7.1. 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, 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. 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 may be terminated from County employment with automatic loss of seniority.

Section 7.2. 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 eighty (2080) hours or more shall be eligible for personal leave. A leave may not commence or end upon the following days: the day before or the day following a holiday, or the day before or the day following a vacation.

Section 7.3. Family and 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 which is issued to employees in the 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 7.4. 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 7.5. 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 Employer's obligation to pay an Employee for performance of jury duty under this Section is thirty (30) days in any calendar year.

Section 7.6. 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 Human Resources 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.

Article 8
OTHER LEAVES

Section 8.1. Disability Insurance. The Employer shall provide to eligible employees a disability income insurance policy which shall provide at the first day of non-duty related injury or the eighth day of non-duty related illness, an income equal to sixty-six and two-thirds percent (66 2/3%) of the employee's regular straight-time earnings for a maximum of fifty-two (52) weeks with a maximum benefit of \$1000 per week. Employees while on such disability leave may elect to remain on the payroll by using their accumulated leave time to equal their regular salary. Employees not on the payroll will be required to pay 100% of their health, dental and vision premium during such disability leave, except as may be provided by the FMLA.

Section 8.2. Worker's Compensation Supplement. When an employee is absent from work due to an illness or injury arising out of and in the course of his employment by the County and which is compensable under the Michigan Workers' Compensation Act, he shall receive full salary from the Employer for the first seven (7) days. After the first seven (7) days, the Employer shall provide the difference between the daily benefit and daily salary to a maximum of one (1) year from the time of illness or injury. The Employer agrees to continue its applicable percentage contribution, as referenced in section 12.1, 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 12.1, toward the insurance premium.

Section 9 HOURS AND WAGES

Section 9.1. Workday / Work Week. The normal work day shall consist of eight (8) or nine (9) or ten (10) or twelve (12) hours per day. The normal work week shall average forty (40) hours per week, with the exception that employees assigned to a normal work day of twelve (12) hours shall be scheduled for a fourteen (14) day tour of duty that averages eighty-four (84) hours. However, nothing contained herein shall be construed as a guarantee of the above amounts of work or pay per week or per day.

Section 9.2. Break and Lunch Periods. Employees shall be entitled to a rest or break period of not to exceed ten (10) minutes duration at or near the midpoint of each half shift and a twenty (20) minute paid lunch period at or near the midpoint of their shift, unless extended by the Sheriff. It is understood and agreed that the timing of the break and lunch periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an employee to take a break period until the urgent or critical aspect of the job then being performed have been completed and on occasion, an employee may miss a given lunch or break period. It is likewise agreed that during the aforementioned break and lunch periods employees are on duty and expected to perform their normal job duties, thus eliminating the necessity of providing relief for employees during these periods.

Section 9.3. Overtime Premium. For all employees assigned to a normal work day of eight (8) or ten (10) hours, time and one-half (1 ½) an employee's regular straight time rate shall be paid for all hours worked in excess of eighty (80) hours in a pay period. For employees assigned to a normal work day of twelve (12) hours, time and one-half (1 ½) an employee's regular straight time rate shall be paid for all hours worked in excess of eighty-four (84) hours in a fourteen (14) day tour of duty. For purposes of this section only, paid time shall be treated as time worked.

Employees shall be permitted to choose compensatory time off at the rate of time and one-half (1 ½) for each hour of overtime worked as defined in this section. Compensatory time off accrual shall be capped at one hundred twenty (120) hours per employee, and any overtime worked will be paid in cash to an employee with a compensatory time off bank equal to or greater than one hundred twenty (120) hours. If an employee has more than 120 hours of accrued compensatory time off at the time this agreement is ratified, the Employer shall, as soon as administratively practicable, pay the employee in cash for all hours over 120 to reduce the compensatory time off bank to 120 hours.

Section 9.4. Call-In. When, as a result of performing his duties as a corrections officer, an employee is required to make a court appearance or an appearance before an administrative agency during off-duty hours, the employee shall be paid for the minimum of two (2) hours at time and one-half (1 ½) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1 ½) his regular hourly rate of computed to the nearest quarter hour, whichever is greater. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by two thousand eighty (2080). As a condition of receiving such payment, the employee shall assign his court appearance fee to the Employer.

Section 9.5. Classifications and Wages. The job classifications and salaries applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Article 10 HOLIDAYS

Section 10.1. Recognized Holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, General Election Day (will be removed beginning 2010), Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and beginning in 2009 New Year's Eve Day are recognized legal holidays. Columbus Day, Memorial Day and Labor Day shall be observed on the Monday that these holidays are observed except for those employees working 24 hour 7 day a week schedule; all other holidays shall be recognized on the day observed (See Appendix B).

When any of these holidays occur on Sunday, the said holiday will be observed on the following Monday. When any of these holidays occur on Saturday, it will be observed the Friday immediately proceeding, except sergeants working the swing shift will be paid on the actual holiday. Qualified employees will receive eight (8) hours for those working eight (8) hours, nine (9) hours for those working nine (9) hours, ten (10) hours for those working ten (10) hours or twelve (12) hours for those working twelve (12) hours of their straight time pay for each holiday or day celebrated as such.

Section 10.2. Holiday Pay. To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked the last day he was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is otherwise compensated by the Employer for PTO, compensatory time off, or funeral leave. An employee receiving benefits under Section 8.1 or Worker's Compensation benefits is not eligible for holiday pay.

Section 10.3. Holiday Premium. Eligible employees who work on any day celebrated as one of the above specified holidays shall be compensated in the following manner: Employees working eight (8), nine (9), ten (10) or twelve (12) hour shifts shall receive one and one-half (1 ½) times their straight hourly rate for the hours worked in addition to holiday pay.

Article 11
PAID TIME OFF

Section 11.1. Advance of Paid Time Off. On January 1 of each year, each full-time employee will be credited with an advance of forty-eight (48) hours of paid time off. An employee who is hired after January 1, of any year, will be credited with a prorated number of PTO hours based on the number of months left in the year. In order to get credit for a month worked, the employee's hire date must be before the fifteenth (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 11.2. 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.

PTO earned for a pay period shall be prorated if the employee's paid hours during that pay period are less than the employee's hours regularly worked during a pay period. "Paid hours" does not include hours compensated through disability insurance payments or Worker's Compensation payments.

Section 11.3. Probationary Period. Paid time off shall be permitted during an employee's probationary period.

Section 11.4. Separation. Upon resignation, or retirement from County employment an employee shall receive full pay for unused accumulated PTO hours to a maximum of 280 hours. Upon retirement, this dollar amount will count toward the employee's final average compensation. Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day. Terminal PTO (use of PTO at the end of employment to extend length of service) is not authorized. Upon discharge from County employment, an employee shall not receive any payment for unused accumulated PTO hours.

Section 11.5. Holidays. If a holiday, as defined in this agreement, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.

Section 11.6. Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence.

Section 11.7. 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 280 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 280 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 11.8. 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 11.9. 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 11.10. Funeral Leave. Paid emergency leave for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, brother, sister, parent, grandparent, grandchild, mother-in-law, or father-in-law, for up to three (3) regularly scheduled working days and the employee must attend the funeral. Funeral leave is not chargeable to PTO unless it extends beyond the three (3) regularly scheduled working days. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.

Article 12 INSURANCE

Section 12.1. 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 following ratification of this CBA, employees who elect the PPO or POS plans will pay 18% of the required premiums and the employer will pay the remaining 82%. Effective 01/01/10, 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 pay the remaining 95%.

Section 12.2. 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 12.3. 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 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.

Section 12.4. 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 12.5. 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 12.6. 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 12.7. 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 the 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 12.8. Life Insurance. The Employer agrees to pay the entire premium for a term life insurance policy with an Accidental Death and Dismemberment rider in an amount not to exceed \$50,000 or one and one half times salary (salary shall be calculated as 2080 hours times employees' hourly rate) which ever is less. This policy shall be available for full time employees effective their first day of full time employment. Upon reaching the age of 70 years the maximum payout will be reduced by 55%, upon reaching the age of 75 years the maximum payout will be reduced by 70%, upon reaching the age of 80 years the maximum payout will be reduced by 80%.

Section 12.9. Medical Examinations. The Employer reserves the right to require an employee to undertake a medical examination by a physician, psychiatrist or psychologist if the Employer has reasonable grounds for concern regarding an employee's physical or mental condition to perform the required work. The Employer shall pay the full cost of any required medical examinations, and the employee shall sign a written authorization for the Employer to receive a written report from the examiner. This Section shall constitute such written authorization in case the employee fails to sign a separate written authorization. The Employer agrees to keep any report received confidential. If the employee disagrees with the medical report, the employee may obtain an independent examination by a physician, psychiatrist, or psychologist of his own choosing. Any independent report shall be furnished to the Employer, and the employee shall assume the full cost of such examination. In case the two medical reports are opposite in its findings, the two physicians or experts will appoint a third physician or expert to issue a report or findings. The parties shall share the expenses of the third physician. The Union may appeal the action taken by the Employer through the Grievance and Arbitration Procedure.

Article 13
LONGEVITY

Section 13.1. Longevity Benefit. Employees hired before June 12, 2003, 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 June 12, 2003 shall receive longevity pay in December of each year according to the following scale:

After completion of 10 through 15 years of service	\$350
After completion of 16 through 20 years of service	\$400
After completion of 21 or more years of service	\$450

Section 13.2. 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 14
PENSION

Section 14.1. County Pension Plan. Existing corrections sergeants who, at the time the defined contribution plan was adopted, elected to remain covered by the defined benefit plan shall have the MERS B-4 plan with the F-55/25 rider. Each corrections sergeant covered by the defined benefit plan shall contribute 8.09% of his or her gross earnings toward the pension plan and the Employer shall pay the remaining required costs. The Employer shall have the right to change pension coverage from the present MERS plan to a different plan which has substantially equivalent benefits.

All other corrections sergeants, including all new hires, shall be covered by the defined contribution plan. Under this plan the Employer contributes 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 an additional two percent (2%) of an employee's gross wages during each plan year that such employee has contributed up to two percent (2%) of gross wages. The maximum contribution by the Employer in any plan year shall be six percent (6.0%) of an employee's gross wages. 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 15
DISCHARGE

Section 15.1. Discharge. In the event an employee under the jurisdiction of the Union who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Sheriff within five (5) regularly scheduled working days after such discharge or after the start of such suspension.

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

Section 15.2. Remedy. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, including any automatic in grade pay increases, less any compensation that he may have earned at other employment during such period, or unemployment compensation received.

Article 16
GENERAL

Section 16.1. Uniforms and Cleaning. The Employer agrees for the duration of this Agreement to continue the policies that existed immediately prior to the signing of this Agreement as in regards to furnishing of uniforms and cleaning thereof.

- A. The Employer shall furnish all leather goods which the Sheriff requires, except shoes, to all newly hired employees and shall replace present leather goods, except shoes, owned by current employees as the Sheriff deems necessary.

Section 16.2. Subcontracting. The Sheriff shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in his judgment, he does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 16.3. 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 16.4. No Discrimination. The Employer and the Association agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of his race, creed, color, sex, age, disability, religion, political beliefs, union activity, marital status, or national origin, nor shall the Employer or its agents nor the Association, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Association. Alleged violations of this Section may be subject to the Grievance Procedure but shall not be subject to arbitration. If the matter is not satisfactorily settled, remedies may be sought through appropriate state and federal agencies.

Section 16.5. Rules and Regulations. The Sheriff shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as he may from time to time deem best for the purposes of maintaining order, safety and / or efficient operations. Any complaint relative to the reasonableness of any rules established or the discriminatory application thereof may be considered as a grievance and subject to the Grievance Procedure contained in this Agreement, provided that the grievance is filed within five (5) days after the Association has received a written copy of such rules or regulations.

Section 16.6. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or Union's

compliance, including reasonable accommodations, with the Federal Americans with Disabilities Act (ADA).

Section 16.7. Titles. Titles in each section are for identification purposes only and shall not be considered as a substantive part of this Agreement.

Section 16.8. Waiver. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

Section 16.9. Tuition Reimbursement. To aid and encourage employees to complete approved educational courses that are job related and / or deemed beneficial to the County, employees who are full-time (80 hours per pay period) and who have completed at least 12 months of employment with the County are eligible to apply for tuition reimbursement as set forth below.

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

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

Tuition reimbursement will be administered by the Human Resources Director. Reimbursement for a completed course will be at seventy-five percent (75%) for tuition expenses only up to a maximum of \$2500 per calendar year provided a grade of C or better is attained. Reimbursement will be made through the accounts payable system. Request for reimbursement must be made within 30 days of completion of course and must include an official grade transcript and a receipt verifying that the tuition for the course(s) has been paid in full. The County will not provide reimbursement if the tuition was covered by scholarship,

grants, veterans benefits, etc.


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

Article 17
DURATION OF AGREEMENT

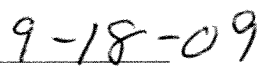
Section 17.1. Term of Agreement. This Agreement shall become effective as of January 1, 2009, and shall remain in full force and effect through the 31st day of December 2011, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration 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



Homer Lafrinere, Labor Representative



Date

ALLEGAN COUNTY

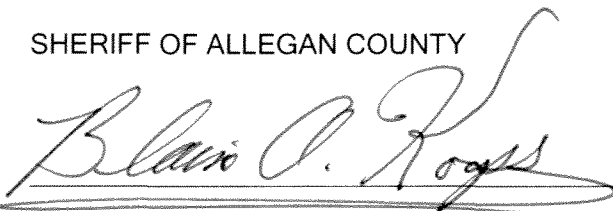


Larry "Casey" Jones, Chairman
Allegan County Board of Commissioners




Date

SHERIFF OF ALLEGAN COUNTY



Blaine Koops, Sheriff
Allegan County



Date

**Appendix A
Wages**

The following annual wage rates (based on 2,080 hours) for the classifications specified shall be effective beginning the first pay period on or after the date indicated.

Wage increases for both classifications represent a 2% increase in 2009, a 2% increase in 2010, and a 2% increase in 2011. Retroactive pay will be paid only to those employees on the Employer's payroll on the date of ratification by both parties.

Beginning in 2006, wages for both the Corrections Sergeants and the Corrections Services Administrator are no longer based as percentages over the top Corrections Officer and top Corrections Sergeants pay rates respectively.

Classification	1-1-2008	1-1-2009	1-1-2010	1-1-2011
Corrections Services Administrator	\$56,399.88	\$57,527.80	\$58,678.44	\$59,852.01
Corrections Sergeant	\$50,357.40	\$51,364.55	\$52,391.84	\$53,439.68

Before making the wage adjustments for 2009, wage rates will be changed to what they would have been if the 1-1-08 wage increase had been 2%. Also, the Employer will pay employees a lump sum amount equal to the difference of what they did earn and what they would have earned during 2008 if the 1-1-08 wage increase had been 2%. This payment will be paid only to those employees on the Employer's payroll on the date of ratification by both parties.

Appendix B
Holidays

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
Thursday, December 31

Friday, January 1
Monday, January 18
Monday, February 15
Monday, May 31
Saturday, 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

Saturday, January 1
Monday, January 17
Monday, February 21
Monday, May 30
Monday, July 4
Monday, September 5
Monday, October 10
Friday, November 11
Thursday, November 24
Friday, November 25
Saturday, December 24
Sunday, December 25
Saturday, December 31

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

2011

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	Covered – 50%	Covered – 50%
• Physician's Office	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	Covered – 100%	Covered – 100%
• Physician's Office – excludes speech and occupational therapy	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	\$20 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	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 C1, 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 Rebasing of Partial or Dentures	Covered – 75%, once every 36 months per arch
Tissue Conditioning	Covered – 75%, once every 36 months per arch
Repairs to Existing Partial 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 Partial	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

