

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

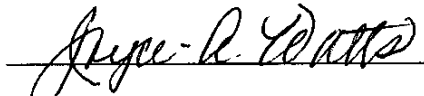
BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**2001-2005 POLC CORRECTIONS SERGEANTS BARGAINING AND SETTLEMENT  
AGREEMENTS (AMENDED)**

Your Committee Of the Whole recommends incorporating the attached contract and settlement agreement into the minutes as amended and signed.

Moved by Commissioner DeJonge, seconded by Commissioner Thiele that the report of the Committee of the Whole be adopted as read. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

ATTEST, A TRUE COPY

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

APPROVED: July 24, 2003

cc: Admin. - Finance 2 (MD/TC) - Human Resource 3 (CB/CJ/CW) -  
Sheriff Department (thru Jackie Taylor) - POLC (thru  
Sheriff Department)

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

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

SHERIFF'S DEPARTMENT - CORRECTIONS SERGEANTS 2001 - 2005 (POLC)  
SETTLEMENT AGREEMENT

WHEREAS, the Allegan County Board of Commissioners recommends ratification of the settlement agreement and contract between the County of Allegan and the Allegan County Sheriff, and the Police Officers Labor Council, specifically full-time Corrections Sergeants of the Sheriff's Department, for the period January 1, 2001, through December 31, 2005;

THEREFORE, BE IT RESOLVED, that the Allegan County Board of Commissioners approves the settlement agreement and contract between Allegan County and the Police Officers Labor Council, effective January 1, 2001, through December 31, 2005; and

BE IT FURTHER RESOLVED, the Board Chairman is authorized to sign the Agreement on behalf of the County, and the Budget and Finance Director is authorized to make the appropriate budget adjustments from Contingencies within the General Fund for this matter.

Moved by Commissioner Black, seconded by Commissioner Babbitt that the report of the Committee of the Whole be adopted. Motion carried.

ATTEST, A TRUE COPY

*Joyce A. Watter*, Clerk-Register

APPROVED: June 12, 2003

cc: Admin. - Finance 2 (MD/TC) - Human Resource 2 (CJ/SS) -  
Sheriff Department (thru Jackie Taylor) - Police Officers  
Labor Council (thru Sheriff Department)

ORIGINAL

SETTLEMENT AGREEMENT- POLC (CORRECTIONS COMMAND UNIT)

A SETTLEMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between ALLEGAN COUNTY and the ALLEGAN COUNTY SHERIFF and the POLICE OFFICERS LABOR COUNCIL, as follows:

1. The provisions of the expired collective bargaining agreement between the parties shall be incorporated herein except to the extent that it is modified by this Settlement Agreement.
2. The term of the new agreement shall be five years beginning January 1, 2001, and terminating at midnight on December 31, 2005.
3. This Settlement Agreement is subject to ratification by the bargaining unit and the Sheriff and the County Board of Commissioners.
4. The expired collective bargaining agreement shall be modified to read as set forth in the attached revised collective bargaining agreement.
5. Employees shall receive a signing bonus payable in three payments according to the following schedule:

January 1, 2003	\$275
January 1, 2004	\$275
January 1, 2005	\$275

The payments shall be made after the first full pay period following the above dates. Only employees who are employed by the Employer in the bargaining unit covered by this Agreement on the date of the Board's ratification of this Agreement and are still employed by the Employer in the bargaining unit covered by this Agreement on the date a payment is actually made shall be eligible for each payment. Payments constitute wages and shall be subject to all required and applicable withholding.

POLICE OFFICERS LABOR COUNCIL

ALLEGAN COUNTY AND ALLEGAN COUNTY SHERIFF

*[Handwritten signature]*  
\_\_\_\_\_  
5/28/03

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_

Dated: 6-3-03

Dated: 6-12-03

**A G R E E M E N T**

between

**COUNTY OF ALLEGAN  
and  
ALLEGAN COUNTY SHERIFF**

-and-

**POLICE OFFICERS LABOR COUNCIL  
(Corrections Services Administrator and Corrections Sergeants)**

Date: January 1, 2001 - December 31, 2005

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF ALLEGAN AND THE ALLEGAN COUNTY SHERIFF, hereinafter referred to as the Employer, and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the Union, 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.

## RECOGNITION

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

## UNION SECURITY AND CHECKOFF

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

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

### RIGHTS OF THE EMPLOYER

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

## GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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 event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 4.5. Class Actions. Grievances on behalf of the entire department 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.

## 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 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.

## 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 2,184 hours of actual work for the Employer following their employment or promotion. These hours do 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 of 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, or interference with the operation of the County.

- (1) 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.

#### 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 HR Director. Only bargaining unit employees who have worked continuously for the Employer for two thousand eighty 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 the 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. FMLA 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 leave/PTO when an employee requests a leave of absence under the FMLA or the employer is made aware of a qualifying event.

Section 7.4 Military Leave. An employee on the seniority list inducted into the armed forces of the United States within the meaning of the Uniform Services Employment and Re-Employment Rights Act of 1994, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with such employee's seniority, at the then current rate for such work, provided such employee has not been dishonorably discharged from such service, is physically able, in the opinion of the Employer's doctor, to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date such employee is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in 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 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.

#### 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 \$700 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 premiums 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 90% contribution toward 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 the remaining 10% toward the insurance premiums.

## 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 a certain amount of work or pay per week or 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 each 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 except those assigned to a normal work day of twelve (12) hours, time and one-half (1-1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of eighty (80) hours in a pay period. For employees assigned to a normal work day of twelve (12) hours, time and one-half (1-1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of eighty-hour (84) hours in a fourteen (14) day tour of duty.

Employees shall be permitted to choose compensatory time off at the rate of time and one-half (1-1/2) for each hour of overtime worked as defined in this section. Compensatory time off accrual shall be capped at 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 (1½) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1½) his regular hourly rate of pay computed to the nearest quarter hour, whichever is greater. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by two thousand eighty (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

## HOLIDAYS

Section 10.1 Recognized Holidays. New Year's Day, Martin Luther King's Birthday, President's Day, Columbus Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Veteran's Day, General Election Day, Christmas Eve, and Christmas Day are recognized legal holidays.

When any of these holidays occur on Sunday, the said holiday will be observed on the following Monday. When any of these holidays occur on Saturday, it will be observed the Friday immediately preceding, 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 are required to work on any day celebrated as one of the above specified holidays shall be compensated in the following manner: Employees working eight (8), nine (9), ten (10) or twelve (12) hour shifts shall receive one and one-half (1 1/2) times their straight hourly rate for the hours worked in addition to holiday pay.

## 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 (15) of any month in which PTO hours may be awarded. If an employee terminates his/her employment at anytime during the year, the employee will be charged back for any advanced unearned paid time off at the rate of four (4) hours per month.

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

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

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 on or after age 55 and with at least 25 years of service, an employee shall receive full pay for unused accumulated PTO hours to a maximum of 240 hours. Upon retirement, this dollar amount will count toward the employee's final average compensation. 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 carried forward into a new calendar year shall be limited to 240 hours. Annually, employees must use or lose one-half (1/2) of each year's earned PTO hours. If, at the end of a calendar year, 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 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 ( $\frac{1}{2}$ ) day from the PTO bank with advance approval of the Sheriff or designated supervisor. PTO utilization for periods less than one-half ( $\frac{1}{2}$ ) 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.

## INSURANCE

### Section 12.1. Health Insurance

- (a) The County of Allegan shall pay 90% of the premium and the employee shall pay 10% of the premium required for the Allegan County Medical Plan for the employee, spouse and children (one person, two person, and family) with the benefits that were in effect December 31, 2001, plus the following: for Options 1 and 2, increase the co-pay for prescription drugs to \$15 generic/\$30 brand name, and add basic coverage deductibles of \$100 per member and \$200 per family, and increase the co-pay for general services under master medical to 10%; for Option 3 (PPO), increase the co-pay for prescription drugs to \$10 generic/\$20 brand name, and increase in-network deductibles to \$100 per member and \$200 per family; for Option 4 (POS), increase the co-pay for prescription drugs to \$10 generic/\$20 brand name, and increase in-network deductibles to \$100 per member and \$200 per family; and for Option 5, increase the co-pay for prescription drugs to \$15 generic/\$30 brand name, and increase in-network deductibles to \$100 per member and \$200 per family. The higher co-pays for brand name prescription drugs apply even when the prescription indicates "DAW" or if there is no generic equivalent drug available. For employees hired on or after January 1, 2003, traditional coverage (Options 1 and 2) shall not be an available option
- (b) Dental Insurance. The Employer shall pay ninety percent (90%) of the premiums, and the employee shall pay the remaining ten percent (10%) for dental plan coverage.
- (c) Optical Insurance. The Employer shall pay ninety percent (90%) of the premium for Optical Insurance Plan B through Vision Service Plan for each eligible employee and dependents. The employee shall pay the remaining ten percent (10%) of the required premiums. The insurance plan shall cover one examination and one set of lenses every twelve (12) months. It will also include one set of frames every twenty-four (24) months. There shall be no deductibles.
- (d) All insurance programs shall be governed by the specific terms and conditions contained in the insurance policy or contract.
- (e) Hearing Coverage. Members of the bargaining unit who are covered by the County's health insurance or any portion thereof shall be enrolled into the County hearing care coverage insurance plan. The Employer shall pay 90% of the premium for the hearing care insurance plan for each eligible employee and his/her dependent. The employee shall pay the remaining 10% of the required premiums. Benefits include audiometric examination, hearing aid acquisition cost, dispensing fee, ear molds, hearing aid and evaluation test, and binaural hearing aids. Employees must use participating providers.

Section 12.2. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the County. All Employer-paid insurance premiums shall cease when employment is terminated and at the end of the month in which an employee is placed on layoff or a non-paid leave of absence, except as may be provided by the FMLA. Receipt of Worker's Compensation benefits without the supplement shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the payment of the required premiums by the employee.

Section 12.3. Insurance Carrier. The Employer reserves the right to select the insurance carrier or method of funding the insurance program provided that the benefits remain substantially the same. Administration of the insurance benefits shall not be considered as a benefit.

Section 12.4. Life Insurance. The Employer agrees to pay the entire premium for a Twenty Thousand Dollar (\$20,000) term life insurance policy with AD & D rider for all employees that are sixty-five (65) years of age or younger who have completed their probationary period. This policy will be non-decreasing.

Section 12.5. 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.

Section 12.6. Incentive to Opt Out. Effective January 1, 2003, employees who opt out of the County's Health Insurance Program shall receive an incentive of \$2,000 per year. The incentive shall be accrued and paid on a monthly basis. The County shall have no obligation to pay such monthly incentive following an employee's separation from employment. An employee must work at least 15 days in a month to receive a month's incentive credit. Employees who choose to opt out of the County's health insurance plan must provide proof of coverage from an alternative source before they are allowed to get out. No employee shall be allowed to opt out of the plan for any period of less than one year except in the case of death of a spouse who provides alternative coverage; divorce; or the loss of insurance coverage from the alternative source because of a job termination. The incentive offered under this section is not available to spouses of County employees when both spouses are County employees.

Section 12.7. 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 therefor 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.

### LONGEVITY

Section 13.1. Longevity Benefit. Effective January 1, 2003, employees who have completed five (5) or more years of employment with the County shall receive longevity pay in December of each year according to the following scale:

5 through 7 years	\$300
8 through 11 years	\$350
12 through 19 years	\$400
20 or more years	\$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 at least forty (40) hours or more, 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.

Section 13.3. New Hires and Promotions. Employees hired after the ratification of this Agreement shall receive longevity pay in December of each year according to the following scale:

10 years through 15 years	\$300
16 years through 20 years	\$350
21 years or more	\$400

Employees promoted into this bargaining unit from the Teamsters corrections officer bargaining unit after the ratification of this Agreement shall receive longevity pay under whichever longevity schedule was applicable to the employee in the Teamsters unit at the time of promotion.

#### PENSION PLAN

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 (2.0%) of an employee's gross wages during each plan year that such employee contributes up to two percent (2.0%) 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%).

The defined contribution plan shall have graduated vesting based upon the following vesting schedule:

<u>Years of Service</u>	<u>Specified Percent Vesting</u>
One	10%
Two	20%
Three	40%
Four	60%
Five	80%
Six	100%

Each employee in the defined contribution plan shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:

- 1) One (1) loan per employee per year.
- 2) Each loan will require a fifty dollar (\$50) loan application fee, payable to the plan administrator.
- 3) 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.
- 4) 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.
- 5) Loans will be repaid by payroll deduction during a term not to exceed five (5) years.
- 6) 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.

#### 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.

#### 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 rule 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 accommodation, with the Federal Americans With Disabilities Act.

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 of the 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 \$500 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.

#### DURATION

Section 17.1. Termination. This Agreement shall become effective as of the date of January 1, 2001, and shall remain in full force and effect until midnight December 31, 2005, and from year to

year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement

POLICE OFFICERS LABOR COUNCIL

Homer J. Luner  
Paul Wilgus

COUNTY OF ALLEGAN

John L. Lybell  
\_\_\_\_\_

SHERIFF OF ALLEGAN COUNTY

Blanca A. Kops  
\_\_\_\_\_

ORIGINAL

APPENDIX A

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.

<u>Classification</u>	<u>1-1-01</u>	<u>1-1-02</u>	<u>1-1-03</u>	<u>1-1-04</u>	<u>1-1-05</u>
Corrections Services Administrator (12% above top correction sergeant's rate)	N/A	N/A	\$51,085	\$52,624	*
Correction Sergeant (12% above top correction officer's rate)	\$43,015	\$44,284	\$45,615	\$46,988	*

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\*To be determined in accordance with the above formulae.

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

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

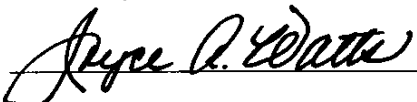
**POLC (CORRECTIONS SERVICES ADMINISTRATOR & CORRECTIONS  
SERGEANTS) - MEMORANDUM OF UNDERSTANDING**

**BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the Memorandum of Understanding between the County of Allegan and the Police Officers Labor Council (POLC), which modifies the current collective bargaining agreement under Section 12.1 Health Insurance; changing to 90% County/10% Employee and 3 benefit options (Traditional, PPO & POS Plans); and

**BE IT FURTHER RESOLVED** that the effective date of this Memorandum of Understanding shall be January 1, 2004; and the Board Chairman is authorized to sign the Memorandum on behalf of the County.

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

ATTEST, A TRUE COPY

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

APPROVED: December 11, 2003

cc: Admin. - Finance - Human Resource - Sheriff Department -  
POLC (thru HR)

**MEMORANDUM OF UNDERSTANDING**  
between Allegan County and the Allegan County Sheriff  
and the Police Officers Labor Council (for Corrections Services Administrator and  
Corrections Sergeants):

Amend the current agreement, effective January 1, 2004, as follows:

Section 12.1 Health Insurance

- (a) The County of Allegan shall pay 90% of the premium and the employee shall pay 10% of the premium required for the Allegan County Medical Plan for the employee, spouse and children (one person, two person, and family) with the following benefit Options:

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

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

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

For Allegan County on \_\_\_\_\_:

\_\_\_\_\_

For POLC on \_\_\_\_\_:

\_\_\_\_\_

*Signatures  
Attached*

**MEMORANDUM OF UNDERSTANDING  
between Allegan County and the Allegan County Sheriff  
and the Police Officers Labor Council (for Corrections Services Administrator and  
Corrections Sergeants):**

Amend the current agreement, effective January 1, 2004, as follows

Section 12.1 Health Insurance

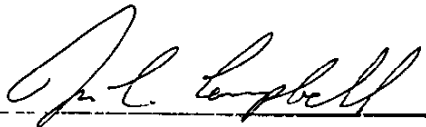
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Tradition Plan: The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90 day supply, and the basic deductible will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

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

For Allegan County on 12-11-2003

  
\_\_\_\_\_

For POLC on 12-5-03

  
\_\_\_\_\_