



Collective Bargaining Agreement

Between

The County of Allegan

And

Governmental Employees Labor Council

Telecommunicators

January 1, 2008

Thru

December 31, 2010

TABLE OF CONTENTS

SUBJECT	PAGE
AGREEMENT	5
PREAMBLE	5
ARTICLE 1 - RECOGNITION	6
1.1 Collective Bargaining	6
1.2 Part-Time Definition	6
ARTICLE 2 - UNION SECURITY	7
2.1 Agency Shop	7
2.2 Indemnification	7
2.3 Dues Check Off	7
2.4 Indemnification	7
ARTICLE 3 - UNION REPRESENTATION	8
3.1 Collective Bargaining	8
3.2 Grievance Representation	8
3.3 Chief Steward	8
3.4 Notice of Representatives	8
3.5 Reporting	8
3.6 Official Notice	8
ARTICLE 4 - EMPLOYER'S RIGHTS	9
4.1 Management's Reserved Rights	9
ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE	10
5.1 Definitions	10
5.2 Grievance Procedure	10
5.3 Arbitration Request and Selection	11
5.4 Expedited Grievance	11
5.5 Arbitrator's Jurisdiction	11
5.6 Grievance Resolution	11
5.7 Time Limitations	11
5.8 Lost Time	12
ARTICLE 6 - SPECIAL CONFERENCES	13
6.1 Special Conferences	13
ARTICLE 7 - STRIKES AND LOCKOUTS	14
7.1 No Strike and Lockout	14
7.2 Penalty	14
ARTICLE 8 - SENIORITY	15
8.1 Seniority Definition	15
8.2 Probationary Period	15
8.3 Loss of Seniority	15
8.4 Layoff and Recall	16

SUBJECT		PAGE
8.5	State or Federal Funded Positions	16
8.6	Notice of Layoff and Recall	16
8.7	Temporary Transfers	17
8.8	Vacancies and Posting	17
ARTICLE 9 - LEAVES OF ABSENCE		18
9.1	General	18
9.2	Personal Leave	18
9.3	Family Medical Leave Act	18
9.4	Military Leave	19
9.5	Jury Duty Leave	19
9.6	Disability Leave of Absence	19
ARTICLE 10 - PAID TIME OFF		20
10.1	Advance of Paid Time Off	20
10.2	Accrued Rate	20
10.3	Probationary Period	20
10.4	Separation	20
10.5	Holidays	21
10.6	Leave of Absence	21
10.7	Accumulation of Paid Time Off (PTO) Hours	21
10.8	Paid Time Off Schedules	21
10.9	Seniority Preference for PTO Requests	21
10.10	Funeral Leave	23
ARTICLE 11 - HOLIDAYS		24
11.1	Recognized Holidays	24
11.2	Eligibility	24
11.3	Holiday Pay	24
11.4	Holiday Work	24
ARTICLE 12 - LONGEVITY		25
12.1	Longevity Benefit	25
12.2	Longevity Eligibility	25
12.3	New Hires	25
ARTICLE 13 - PENSION		26
13.1	Pension Plans	26
13.2	Defined Benefit Plan	26
13.3	Defined Contribution Plan	26
ARTICLE 14 - INSURANCE		28
14.1	Medical Insurance	28
14.2	Wellness Benefit	28
14.3	Incentive to Opt Out	28
14.4	General Provisions	29
14.5	Health Care Cost Containment	29
14.6	Insurance Carrier	30
14.7	Insurance Premiums	30
14.8	Life Insurance	30

SUBJECT		PAGE
14.9	Disability Insurance	30
ARTICLE 15 - GENERAL		31
15.1	Supervisors Working	31
15.2	Subcontracting	31
15.3	Bulletin Boards	31
15.4	Rules of Conduct and Work Rules	32
15.5	Severability	32
15.6	Mileage	32
15.7	Waiver	32
15.8	Written Amendment	32
15.9	Captions and Gender	32
15.10	No Discrimination	33
15.11	A.D.A. Waiver	33
15.12	Drug and Alcohol Testing	33
15.13	Uniforms	33
15.14	Past Practices	33
15.15	Tuition Assistance	33
ARTICLE 16 - HOURS AND WAGES		34
16.1	Classifications and Wages	34
16.2	Work Day and Work Week	34
16.3	Rest Periods	34
16.4	Overtime	34
16.5	Premium Overtime Pay	35
16.6	Compensatory Time	35
16.7	Work Area Reporting	35
16.8	Leaving the Premises	35
16.9	Medical Examinations	35
16.10	Medical Opinions	35
16.11	Call-In	35
16.12	Snow Days	36
ARTICLE 17 - DURATION OF AGREEMENT		37
17.1	Term of Agreement	37
APPENDIX A - WAGES		38
APPENDIX B - HOLIDAYS		39
APPENDIX C - HEALTH INSURANCE BENEFITS AT A GLANCE		40

AGREEMENT

This AGREEMENT, effective the date of execution by the Employer, and entered into as of the 26th day of June 2008, by and between the COUNTY OF ALLEGAN and the ALLEGAN COUNTY CENTRAL DISPATCH DEPARTMENT, hereinafter referred to as the Employer and Governmental Employees Labor Council (GELC) hereinafter referred to as the Union.

PREAMBLE

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

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

Article I
RECOGNITION

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

All regular full-time Central Dispatch Department personnel employed in Allegan County, but EXCLUDING all part-time, supervisory, temporary, and seasonal employees and all other employees of the Allegan County Central Dispatch Department and the County of Allegan.

Section 1.2. Part-time Definition. A part-time employee shall be defined as one who works schedule of thirty-two (32) or less hours per week.

Article 2 UNION SECURITY

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

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

Section 2.3. Dues Check Off. All those Employees who are or become members of the Union and who presently execute payroll deduction authorization cards, therefore, which shall be provided by the Union, the provisions of which must conform to the legal requirements imposed by state law, the Employer agrees to deduct from the first paycheck of each month, the regular monthly dues or representation fee in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter.

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

Article 3 UNION REPRESENTATION

Section 3.1. Collective Bargaining. The Employer agrees to recognize the Chief Steward as the individual designated to meet with Employer representatives for purposes of negotiating modifications to this Agreement.

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

Section 3.3. Chief Steward. The Employer shall recognize a Chief Steward and one (1) alternate elected or appointed from the bargaining unit for purposes of collective bargaining and grievance administration. The duties of the Chief Steward or the alternate shall include attendance at Employer Union meetings, grievance investigating and administration in accordance with the grievance procedure and to receive and transmit communication between the Union and the Employer.

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

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

Section 3.6. Official Notice. The Employer shall transmit official information to either the Chief Steward or Business Agent of the Union.

Article 4
EMPLOYER'S RIGHTS

Section 4.1. Management's Reserved Rights.

- a) The Union hereby recognizes and agrees that the County of Allegan, acting through its elected Board of Commissioners, is charged with certain powers, rights, authority and duties which are conferred upon the County by law and cannot be delegated. Except as in this Agreement, unless otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County of Allegan in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment, machines and facilities required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to determine hours of work, work schedules and assignments of work; to maintain order and efficiency; to study and use improved methods and equipment including subcontracting; and in all respects to carry out the ordinary and customary functions of County government. The Union acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer and shall not be subject to arbitration provided therein.
- b) The Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline and discharge for cause, layoff and recall personnel, to establish work rules and regulations and penalties for violations thereof, to make judgments as to ability and skill, to provide and assign relief personnel, and as such to the extent of express provisions in this Agreement, these rights shall be subject to the grievance and arbitration procedure provided therein.
- c) The Employer retains the sole right to discipline and discharge Employees for cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement. The Employer agrees not to consider discipline older than 24 months in determining an appropriate penalty for a current infraction, provided that the employee has not been disciplined within the past 24-month period.
- d) In the event any discipline is imposed against any Employee because of an infraction of Employer work-rules, neither the Union nor the Employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.
- e) Should any Employee be disciplined for causes not covered by the aforesaid work rules, then the Union and/or Employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

Article 5
GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definitions.

- a) Definition of Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an Employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- b) Definition of Day. For all purposes in this Article any reference to the word "day" shall be interpreted to mean "work day" as defined by the normal business hours for the Courthouse (8 a.m. to 5 p.m.).

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

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

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

Step Three. If the grievance is not satisfactorily settled in Step Two, an Employee may advance the grievance by submitting the written grievance to the Human Resource Director within five (5) days after receipt of the Department Head's written answer. The Human Resources Director and the Chief Steward or alternate shall discuss the grievance in an attempt to reach a settlement. The Human Resources Director shall give his/her written answer within five (5) days after receipt of the grievance.

Step Four. If the grievance is not satisfactorily settled in Step Three, the grievance may be advanced by submitting the written grievance to the County Administrator within five (5) days after receipt of the Employer's answer in Step Three. A meeting between the Chief Steward or alternate and Employer representatives shall be scheduled to discuss the matter. Either party may have non-employee representatives present. The Employer shall place its answer on the

grievance form within five (5) days following said meeting and return it to the Chief Steward or alternate.

Section 5.3. Arbitration Request and Selection. The Union may request arbitration of an unresolved grievance, which is eligible for arbitration, only during the term of this Agreement or any extensions thereof, by giving written notice to the Employer in the Human Resources Department of its intent to arbitrate the grievance within thirty (30) days following receipt of the Employer's answer in Step Four. Written notice to the Employer must be expressly provided in a letter or memorandum directed to the Employer stating such an intent; a copy of a request submitted to the Federal Mediation and Conciliation Service is not adequate notice. Infractions involving illegal controlled substances (drugs), controlled substance paraphernalia and alcohol are excluded from arbitration. After receipt of the arbitration request, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The parties shall follow the applicable procedure as specified by FMCS to serve as the arbitrator.

Section 5.4. Expedited Grievance. Any grievance concerning the discharge or suspension of five (5) days or more of an Employee or a policy matter concerning the entire bargaining unit may be initiated at the Third Step of the grievance procedure during the term of this Agreement. Policy grievances affecting all employees may be filed by the Chief Steward or alternate.

Section 5.5. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be governed at all times wholly by the terms of this Agreement and shall have no power or authority to alter or modify this Agreement in any respect either directly or indirectly. The arbitrator shall have no authority to rule upon job descriptions or classifications, work assignments, work standards or personnel requirements nor shall he/she rule upon any dispute involving the exercise of the Employer's inherent rights as generalized in Section 4.1 not specifically limited by the express terms of this Agreement. The arbitrator's decision shall be final and binding upon the Union, Employer and Employees in the bargaining unit, provided however, either party to this Agreement reserves its legal rights to challenge an arbitration award if the arbitrator has exceeded his/her jurisdiction or engaged in improper conduct. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses that are called by them.

Section 5.6. Grievance Resolution. All resolutions of grievances and complaints shall be reduced to writing and approved by the Human Resources Department. If the Human Resources Department disagrees with any proposed resolution of a grievance at Step One and Two, the Human Resources Director shall advise the Union and Department Head in writing, and the grievance shall be advanced to Step Three of the grievance procedure.

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

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

Article 6
SPECIAL CONFERENCES

Section 6.1. Special Conferences. Special conferences for discussions between the parties on matters of mutual concern may be scheduled at times mutually agreeable. Special conferences shall not be used for the purpose of negotiating modifications to this Agreement.

Article 7
STRIKES AND LOCKOUTS

Section 7.1. No Strike and Lockout. The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Union or Employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

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

Article 8 SENIORITY

Section 8.1. Seniority Definition. Except for Section 10.9 and Section 16.4 (which use departmental seniority among all employees in the classifications of Telecommunicator and Telecommunicator Supervisor), seniority shall be defined as the length of the employee's continuous service within the bargaining unit commencing from her / his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. Employees hired on the same calendar date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 8.2. Probationary Period. All new Employees shall be considered probationary Employees for a period of twelve (12) months, after which time their seniority shall be as of their last date of hire. During the probationary period, an Employee shall be considered probationary, and, as such, she/he may be laid off or terminated by the Employer and such action shall not be subject to the grievance and arbitration procedure provided in this Agreement. The probationary period shall be extended by the length of an Employee's absence if the Employee is absent in excess of fourteen (14) days during her/his probationary period.

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

- (a) She/he quits or resigns.
- (b) She/he is discharged for cause.
- (c) She/he retires in accordance with the County's retirement plan.
- (d) 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.
- (e) The Employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence, or
- (f) A settlement with the Employee has been made for total disability, or
- (g) 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 nine (9) calendar months, whichever occurs sooner, or
- (h) The Employee falsified pertinent information on his/her application for employment, or
- (i) 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, or
- (j) The Employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work,

restriction of production, and/or interference with the operation of the County. Nothing in this section is meant to limit any legal rights employees may have under any statute.

- (k) The Employee is on a non-paid sick leave in excess of twelve (12) consecutive months, unless other arrangements have been made with the Human Resources Director and the Department Head

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

- (a) Layoff Procedure. The first Employee to be laid off shall be the Employee with the least seniority in the classification and department affected, provided however, that the more senior Employees in the classification have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and department shall be accomplished by the inverse order of the Employee's seniority, provided that the remaining Employees with greater seniority in the classification have the experience, necessary training and present ability to perform the required work.

1. An Employee laid off from her/his classification may replace an Employee with less seniority in another classification within the department, provided however, that the Employee has the experience, necessary training and present ability to perform the required work. An Employee so transferred shall receive the rate of the classification into which she/he bumps at her/his existing pay step.

- (b) Recall Procedure. Employees who are laid off from work shall be recalled to their classification and department in order of their seniority when the work force is to be increased, provided that the Employee has the experience, necessary training and present ability to perform the required work. An Employee who has exercised her/his seniority by bumping another Employee shall return to her/his classification upon recall to that classification.

- (c) Full-time Employees shall have preference over regular part-time Employees.

Section 8.5. State or Federal Funded Positions. The Union acknowledges that occasionally positions are established under State or Federal Grants and if such programs are curtailed or eliminated, new Employees hired for and occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure provided in this Agreement. The County will advise the Employee of the work to be performed, the hourly rate of pay, the benefit schedule, the work schedule, the length of the grant and that the position is coterminous with the grant provisions.

Section 8.6. Notice of Layoff and Recall. Notice of layoff and recall in the work force shall be accomplished in the following manner.

- (a) Layoff Notice. The Employer agrees to notify in writing an Employee who is to be laid off at least five (5) calendar days in advance of such layoff unless circumstances are such that said notice is not possible.

- (b) Recall Notice. Employees who are to be recalled from layoff shall be given advance notice of five (5) calendar days. Such notice may be given verbally, if possible, but in any event, written notice shall be sent to the Employee at the address on file with the Employer. It is the sole responsibility of the Employee to keep her/his current address and telephone number on file with the Employer.

Section 8.7. Temporary Transfers. The Employer reserves the right to temporarily transfer an Employee to another classification or work assignment when additional manpower is needed. The Employee shall not suffer a reduction in wages or hours as a result of such transfer. If the Employee remains temporarily transferred in excess of twenty (20) consecutive days and the position to which she/he is temporarily transferred is a higher rated classification, then commencing on the twenty-first (21st) day, the Employee shall receive the higher rate for the remainder of the period temporarily transferred at their current step.

Section 8.8. Vacancies and Posting. When a vacancy occurs or a new position is created within the bargaining unit which is to be filled, written notice of such positions shall be posted on the department bulletin board where the position is situated for three (3) days, and Employees may request a transfer or promotion into said position. If the open position is not filled by an Employee from within the department, then notice of the position shall be posted five (5) workdays on a bulletin board in each facility where County bargaining unit member's work. The posting shall list the classification, pay grade, departmental location and minimum requirements or qualifications of the position and may include the predominant shift schedule of that position. The Employer shall consider the applicant's work record, training, experience and present ability to meet the requirements or qualifications of the open position. However, the Union acknowledges and agrees that the final decision of filling the position shall be at the discretion of the appropriate Department Head and the County Administrator, if funding for the position has been approved by the County Board of Commissioners.

Article 9 LEAVES OF ABSENCE

Section 9.1. General. A leave of absence is a written, authorized absence from work with or without pay. The Employer and the Union recognize the following types of leave: personal leave, leaves under the Family Medical Leave Act, military leave, 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 Employer.
- d. Employees shall not accept other employment while on a leave of absence unless agreed to in writing by the Employer. 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 9.2. Personal Leave. The Employer 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 Employer upon written request which includes the reason for such leave, the beginning date and the exact ending date of the leave. Only bargaining unit employees who have worked continuously for the Employer for one (1) year or more shall be eligible for personal leave.

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

Section 9.3. Family Medical Leave Act. The County and the Union agree to all the terms and conditions of the Policy and Procedures for Union Employees 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 GELC 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. Leaves requested due to illness 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 leave when eligible, when an employee qualifies for a leave of absence under the Federal Family Medical Leave Act (F.M.L.A.).

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

Section 9.5. Jury Duty Leave. An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the Employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the Employee's regular straight time hourly rate and the daily jury fee paid by the court. If the Employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an Employee must give the Employer 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 9.6. Disability Leave of Absence. An Employee who, because of non-work related accident or illness, is physically unable to report for work beyond the time allocated under the FMLA shall, upon written application and cause shown, be given a leave of absence for the duration of such disability up to a period of nine (9) additional months, provided that he/she continues to supply the 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 10
PAID TIME OFF

Section 10.1. Advance of Paid Time Off. On January 1 of each year, each full-time Employee will be credited with an advance of eighty (80) 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 any time during the year, the Employee will be charged back for any advanced unearned paid time off at the rate of 6.67 hours per month.

Section 10.2. Accrued Rate. Each full-time Employee shall accrue "Paid Time Off" (PTO) hours which may be used for any purpose (sickness, personal business, vacation, etc.) at the following rate:

During the	1 st year	1.54 hours per pay period
	2 nd year	3.08 hours per pay period
	3 rd year	3.39 hours per pay period
	4 th year	3.70 hours per pay period
	5 th year	4.00 hours per pay period
	6 th year	4.31 hours per pay period
	7 th year	4.62 hours per pay period
	8 th year	4.93 hours per pay period
	9 th year	5.23 hours per pay period
	10 th year	5.54 hours per pay period
	11 th year	5.85 hours per pay period
	12 th year	6.16 hours per pay period

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

Section 10.3. Probationary Period. Paid time off shall be permitted during an Employee's probationary period (first twelve (12) months of service).

Section 10.4. Separation. Upon separation from County employment, an Employee shall receive one-half pay for unused accumulated PTO hours to a maximum of 240 hours plus one-half of the eligible (must use ½ of accumulated hours as per paragraph 10.7 below) hours accumulated during current calendar year. Upon retirement, this dollar amount will count toward the Employee's final average compensation. Terminal paid time off shall not be added to an Employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the Employee's last working day. Terminal PTO is not authorized.

Section 10.5. Holidays. If a holiday, as defined in Section 11.1 of their agreement falls within an Employee's PTO period, it shall not be counted as a PTO day unless the Employee was scheduled to work on the holiday.

Section 10.6. Leave of Absence. PTO leave shall not accrue during an Employee's unpaid leave of absence.

Section 10.7. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount 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 at one-half of the compensation rate for all hours exceeding 240 hours. 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 pay period following the anniversary date.

Section 10.8. Paid Time Off Schedules. The Department Head 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 each Department Head 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 Department Head. PTO utilization for periods less than one-half (1/2) day also requires approval of the Department Head. PTO may not be used, at any time, for periods of less than one (1) hour.

In situations where an employees takes one full scheduled work day or more of PTO that is scheduled and approved at least 24 hours in advance, the employee will not be required to work overtime between the end of the employee's last regularly scheduled shift preceding the PTO and the start of the employee's next regularly scheduled shift following the PTO.

Section 10.9. Seniority Preference for PTO Requests. Scheduling of PTO shall be coordinated between the Telecommunicators and the Telecommunicator Supervisors based on departmental seniority among all employees in those classifications. Employees may make requests for dates for PTO based on departmental seniority preference for all hours previously accrued and in their available bank twice each year for a six-month period of time (January through June, with bidding in October, and July through December, with bidding in April).

Proceeding in order of departmental seniority, employees will be physically or verbally contacted by the Director or designee and informed that PTO requests will be accepted. The employee then has twenty four (24) hours within which to submit the request for PTO time. These requests shall be submitted on the PTO request form to the Director or designee. The Director or designee will place these requests on the PTO calendar available in the department. Each employee will be contacted in order of seniority and afforded the same opportunity. If an employee fails to submit a PTO request within the allotted twenty four (24) hours, that employee will be passed over and placed on the bottom of the list and the next employee will be contacted.

The Human Resources Department will provide the Union Steward and Department Director with a listing of employee PTO balances following the first payroll in September and following the first payroll in March each year. This listing will include the adjusted service date, which is the date used for purposes of advancing to the next step of PTO accrual.

Employees may also make requests for dates for PTO based on departmental seniority preference for 50% of the hours they are scheduled to accrue that year as follows:

Accrual Rate	Annualized over 26 pay periods	50% available for PTO requests
1.54	40.04	20.02
3.08	80.08	40.04
3.39	88.14	44.07
3.70	96.20	48.10
4.00	104.00	52.00
4.31	112.06	56.03
4.62	120.12	60.06
4.93	128.18	64.09
5.23	135.98	67.99
5.54	144.04	72.02
5.85	152.10	76.05
6.16	160.16	80.08

The process for the twice-a-year bid for PTO requests shall be as follows:

October 1 - October 21 and April 1 - April 21

Proceeding in order of departmental seniority, employees have two weeks to put their requested PTO on the calendar and submit slips.

October 22 - November 4 and April 22 - May 5

Vacation requests are reviewed and approved or denied (based on departmental seniority) by the Assistant Director or Director.

After November 4 and after May 5

Requests for PTO may be submitted at any time by employees. These requests will be granted on a first-come, first-served basis and are subject to departmental staffing needs. In the event an employee cancels his or her PTO, among those who wish to reschedule their PTO, preference shall be given in order of departmental seniority. The Employer may exercise the right to allow only one employee to be off on PTO per shift at a time to ensure continuity of operations and public safety.

Section 10.10. 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, step-child, brother, sister, parent, step-parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, for up to three (3) regularly scheduled working days (36 hours) and the employee must attend the funeral. Funeral leave is not chargeable to PTO unless it extends beyond the 36 hours. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.

Article 11 HOLIDAYS

Section 11.1. Recognized Holidays. New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, December 24th, Christmas Day, and New Year's Eve Day shall be recognized as holidays. Holidays shall be observed on the days listed in Appendix B attached to this agreement. Qualified employees will receive eight (8) hours of their straight time pay for each holiday or day celebrated as such.

Section 11.2. Eligibility. To be eligible for holiday pay under this Article, an Employee must be a recognized Employee as of the time the holiday occurs and must have worked the last day he or she 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 due to (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled paid time off or (2) unless excused by the Department Head. An employee on short-term disability is ineligible for holiday pay during those times he/she is absent from work to due to the disability.

Section 11.3. Holiday Pay. Recognized Employees working eighty (80) hours per pay period will receive pay for an observed holiday at a rate of eight (8) hours of straight time pay. No holiday pay for which an Employee is paid during which that Employee did not work shall be considered or treated as time worked for any purpose under this Agreement by such Employee. Holiday pay is not considered "work" time in accordance with the provisions of the Fair Labor Standards Act.

Section 11.4. Holiday Work. When an eligible employee works on the specified holiday(s), he/she shall be paid one and one half (1 ½) times his/her straight time hourly rate for the hours so worked in addition to holiday pay which represents their regularly scheduled shift of four (4), eight (8), or twelve (12) hours. Qualified employees will receive as holiday pay four (4) hours for those working a four (4) hour shift, eight (8) hours for those working an eight (8) hours shift or twelve (12) hours for those working a twelve (12) hour shift of their straight time pay for each holiday or day celebrated as such. The maximum amount of holiday pay a qualified employee may receive for any given holiday is limited to twelve (12) hours.

If an employee is scheduled to have the holiday off and comes in to work on a holiday, they will receive either eight (8) hours of holiday pay for working up to an eight (8) hour shift or they would receive as holiday pay the number of hours actually worked between an eight (8) and twelve (12) hour shift.

Additionally, personnel who work on a recognized holiday may choose compensatory time in lieu of monetary compensation at the same rates noted above. Eligible employees who do not work on the recognized holiday shall receive only eight (8) hours of holiday pay.

Article 12
LONGEVITY

Section 12.1. Longevity Benefit. Employees hired before February 24, 2000, shall receive longevity pay in December of each year according to the following scale:

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

Employees hired on or after February 24, 2000 shall receive longevity pay in December of each year according to the following scale:

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

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

Article 13
PENSION

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

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

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

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

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

- b) Permissible Loans. Each Employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:

- 1) One (1) loan per Employee per calendar 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 Employees 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 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.

Article 14
INSURANCE

Section 14.1. Medical Insurance . The County of Allegan will provide healthcare coverage under the Allegan County Medical, Dental and Vision Plan for the Employee, spouse and children (one person, two person and family) under the following conditions and with the following benefit options:

Old Traditional Plan - Blue Managed Traditional First Dollar Plan with Master Medical (MM) Option 6 (Prescription Co-Pays \$10 / \$15 / \$20) through December 31, 2008 only. This plan is no longer offered to employees as of January 1, 2009.

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.

Until January 1, 2009, employees who elect the Old Traditional, PPO or POS plans will pay 12% of the required premiums and the employer will pay the remaining 88%. Employees who elect the New Traditional Plan will pay 5% of the required premiums and the employer will pay the remaining 95%.

Effective January 1, 2009, employees who elect the PPO or POS plans will pay 18% of the required premiums and the employer will pay the remaining 82%. Employees who elect the New Traditional Plan will pay 5% of the required premiums and the employer will pay the remaining 95%.

Effective January 1, 2010, employees who elect the PPO or POS plans will pay 20% of the required premiums and the employer will pay the remaining 80%. Employees who elect the New Traditional Plan will pay 5% of the required premiums and the employer will pay the remaining 95%.

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

Section 14.3. Incentive to Opt Out. The County shall pay employees an incentive of \$3,000 per year for those employees who opt out of the County's medical / dental / vision program. An employee must work at least through the 15th of a month to receive a month's credit. The incentive shall be accrued on a calendar 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 14.4. General Provisions.

- a) The Employer shall select or change the insurance carrier or third party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.
- b) All benefits shall be subject to standard provisions set forth in the policy or policies.
- c) Benefits for otherwise eligible new Employees will become effective on the first day of the calendar month following the calendar month in which they attain seniority.
- d) When employment and seniority is interrupted by layoff, discharge, quit strike, retirement, leave of absence or any other reason all insurance coverage continues only for the balance of the month in which such termination occurs.
- e) The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than coverage by the Employer herein a party.
- f) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- g) Under no circumstances shall an employee be entitled to recover more than one hundred percent (100%) of such Employee's loss using in whole or in part insurance policies of the County. It is understood and agreed that this is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.

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

- a) Pre-admission certification of the necessity of hospitalization (BCBSM Predetermination program or equivalent).
- b) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- c) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- d) When more than one family member is employed by the County, there shall be no

duplicate coverage by County health plans.

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

Section 14.6. Insurance Carrier. The County reserves the right to select the insurance carrier or to implement self-insurance.

Section 14.7. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the County. All Employer paid insurance premiums shall cease when employment is terminated and at the end of the month in which an employee is placed on layoff or a non-paid leave of absence. Receipt of Worker's Compensation benefits 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 applicant.

Section 14.8. Life Insurance. The Employer shall provide a term life insurance policy on each bargaining unit employee in the amount of twenty thousand dollars (\$20,000) with Accidental Death and Dismemberment (ADD).

Section 14.9. Disability Insurance. The Employer shall provide to eligible Employees a disability income insurance policy which shall provide at the first day of a non-duty related injury or the eighth day of non-duty illness, an income equal to sixty-six and two-thirds (66-2/3%) of the Employee's regular straight time earnings for a maximum of fifty-two (52) weeks with a maximum benefit of \$900 per week.

Article 15
GENERAL

Section 15.1. Supervisors Working. Nothing contained in this Agreement shall be construed in any way to restrict or limit supervisory or non-bargaining unit employees from performing bargaining unit work.

Section 15.2. Subcontracting. The Employer shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 15.3 Bulletin Boards.

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

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

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

Section 15.5. Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

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

Section 15.7. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 15.8. Written Amendment. No agreement or understanding contrary to this collective bargaining agreement, nor an alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

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

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

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

Section 15.12. Drug and Alcohol Testing. Incorporated herein and made a part of this Agreement are the provisions of the County's employment policies related to drug and alcohol testing.

Section 15.13. Uniforms. If uniforms and/or equipment are required for Employees such items shall be supplied by the Employer.

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

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

Section 16
HOURS AND WAGES

Section 16.1. Classifications and Wages. The job classifications and wages in the County's Pay Plan applicable to this unit are set forth in Appendix A attached hereto and by this reference made a part hereof. Appendix A reflects negotiated wage increases over the 2007 wage scale effective the first pay period on or after the date indicated below as follows.

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

Employees hired after the August 17, 2006 will be placed on a nine-step wage scale with 2.5% between the steps.

Section 16.2. Work Day and Work Week. The normal workday shall consist of twelve (12) hours per day unless altered by the Director. The Director reserves the right to change the length of the workday and shall provide the Bargaining Unit with written notification at least 60 days, during which the Union shall be given 30 days within which to offer input prior to the implementation of the change. The normal workweek shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week of work. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage. The Employer reserves the right to change an employee's work shift when such is warranted due to operational necessities.

Section 16.3. Rest Periods. Employees shall be entitled to rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of each half shift and one thirty (30) minute lunch period at or near the midpoint of their shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an Employee to take a break period until the urgent or critical aspects of the job then being performed have been completed, and on occasion, an Employee may miss a given break period. Employees must inform the supervisor when departing the work area to go on break or for personal reasons.

Section 16.4. Overtime.

- a. Scheduled overtime shall be rotated among all employees in the classifications of Telecommunicator and Telecommunicator Supervisor who are not scheduled to work, commencing first with the employee with the greatest departmental seniority and thereafter working down the departmental seniority list. When an employee signs up for an overtime slot his / her name will be moved to the end of the sign-up rotation.
- b. Employees may be required to work non-scheduled overtime by the Director. The Employer shall maintain an involuntary overtime list containing the names of all

employees in the classifications of Telecommunicator and Telecommunicator Supervisor, listed in order of departmental seniority. Employees may not refuse overtime if contacted and the employee is next on the involuntary overtime list. If unscheduled overtime is needed, the Director or designated representative shall start at the top of the list and work down as needed. As soon as an employee has taken their turn at the overtime, their name reverts to the bottom of the list.

- c) There may be occasions when the Director may grant non-scheduled overtime in blocks of up to two (2) hours without following the departmental seniority "call down" distribution.
- d) Vacation days and regularly scheduled days off, and continuous blocks of such days, that are adjacent to scheduled vacation days will not be subject to involuntary overtime.

Section 16.5. Premium Overtime Pay. Employees who work in excess of forty (40) hours per week shall be compensated for all such hours worked at one and one-half (1 ½) times their regular straight time hourly rate. For purposes of determining overtime premium, paid time shall be treated as time worked.

Section 16.6. Compensatory Time. Employees shall be permitted to choose compensatory time off at the rate of time and one-half (1 ½) for each hour of overtime worked. Compensatory time off accrual shall be capped at eighty (80) hours per employee, and any overtime worked will be paid in cash to an employee with a compensatory time off bank greater than eighty (80) hours.

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

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

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

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

Section 16.11. Call-In. When, as a result of performing his/her job duties, 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 a minimum of two (2) hours at time and one-half (1 ½) his/her regular hourly rate of pay or for the actual time necessarily spent at the court or agency. As a condition of receiving such payment, the employee shall assign his/her court appearance fee to the Employer. If an Employee has left the place of employment and is ordered in, as a condition of employment, during his / her off-duty hours by the Employer for any reason, he / she shall receive one and one-half (1 ½)

times his / her regular hourly rate of pay and shall be paid for a minimum of two (2) hours.


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

Article 17
DURATION OF AGREEMENT

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


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

GOVERNMENTAL EMPLOYEES LABOR COUNCIL



Will Keizer, Labor Representative

ALLEGAN COUNTY

 2-19-09

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

**Appendix A
Wages**

2008: Wage tables reflect a 2% increase.
 2009: Wage tables reflect a 2% increase.
 2010: Wage tables reflect a 2% increase.

For employees hired before 08/17/06:

2008	
Step A	15.93
Step B	16.59
Step C	17.27
Step D	17.94
Step E	18.69
Step F	19.44

For employees hired after 08/17/06:

2008	
Step A	15.93
Step B	16.33
Step C	16.74
Step D	17.16
Step E	17.59
Step F	18.02
Step G	18.47
Step H	18.93
Step I	19.44

For employees hired before 08/17/06:

2009	
Step A	16.25
Step B	16.92
Step C	17.61
Step D	18.30
Step E	19.06
Step F	19.83

For employees hired after 08/17/06:

2009	
Step A	16.25
Step B	16.66
Step C	17.07
Step D	17.50
Step E	17.94
Step F	18.38
Step G	18.84
Step H	19.31
Step I	19.83

For employees hired before 08/17/06:

2010	
Step A	16.58
Step B	17.26
Step C	17.97
Step D	18.67
Step E	19.44
Step F	20.23

For employees hired after 08/17/06:

2010	
Step A	16.58
Step B	16.99
Step C	17.41
Step D	17.85
Step E	18.30
Step F	18.75
Step G	19.22
Step H	19.70
Step I	20.23

Appendix B
Holidays

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

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

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

2008

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

2009

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

2010

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



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Community BlueSM PPO Plan 1

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

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

In-Network

Out-of-Network

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

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood Immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100%*	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered

Mammography

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

Physician Office Services

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

Emergency Medical Care

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

Diagnostic Services

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

Maternity Services Provided by a Physician

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

Hospital Care

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

Alternatives to Hospital Care

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

In-Network

Out-of-Network

Surgical Services

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

Human Organ Transplants

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

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible Unlimited days
Inpatient Substance Abuse Treatment	Covered – 50%	Covered – 50% after deductible Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum
Outpatient Mental Health Care • Facility and Clinic • Physician’s Office	Covered – 50%	Covered – 50% Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities only	Covered – 50%	Covered – 50% Up to the state-dollar amount that is adjusted annually

Other Services

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

Deductible, Copays and Dollar Maximums

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a “low access area” by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider’s charge.

Deductible	None	\$250 per member, \$500 per family per calendar year
Copays • Fixed Dollar Copays • Percent Copays	\$20 for office visits and \$50 for emergency room visits 50% for mental health care, substance abuse treatment and private duty nursing	\$50 for emergency room visits 20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
Copay Dollar Maximums • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None Not applicable	None \$2,000 per member, \$4,000 per 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	

Additional Riders

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

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

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

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

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

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

Network Pharmacy

Non-Network Pharmacy

Covered Services

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

Copays

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

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

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

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

Additional Riders

MOD 904	Increases quantity of Viagra to 8 doses per month.
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 only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.

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



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Blue Choice[®] POS Benefits-at-a-Glance for County of Allegan Plan 4

#25539-010

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

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

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

Maternity Services Provided by a Physician

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

Hospital Care

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

In-Network

Out-of-Network

Alternatives to Hospital Care

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

Surgical Services

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

Human Organ Transplants

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

Mental Health Care and Substance Abuse Treatment

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

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

Other Services

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

Deductible, Copays and Dollar Maximums

Deductible	None	\$100 per member, \$200 per 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 per 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

Selected Riders

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

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

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

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

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

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

Network Pharmacy

Non-Network Pharmacy

Covered Services

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

Copays

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

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

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

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

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

Additional Riders

MOD 904	Increases quantity of Viagra to 8 doses per month.
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 only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.

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

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

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Preventive Care Services

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

Mammography

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

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

Emergency Medical Care

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

Diagnostic Services

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

Maternity Services Provided by a Physician

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

Hospital Care

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

Alternatives to Hospital Care

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

Surgical Services

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

Human Organ Transplants

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

Mental Health Care and Substance Abuse Treatment

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

Other Services

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

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

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

Additional Riders

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



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Blue Preferred RxSM Prescription Drug Coverage with \$10 Generic/\$40 Brand Name Fixed Dollar Copay

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

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

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

Network Pharmacy

Non-Network Pharmacy

Covered Services

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

Copays

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

Additional Riders

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

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

Plan D33

All Plans

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Class I Services

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

Class II Services

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

Class III Services

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

Class IV Services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%

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

Copays and Dollar Maximums

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

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.



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

All Plans

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

VSP Network Doctor

Non-VSP Provider

Eye Exam

Covers a complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay
	Once every 12 consecutive months	

Lenses

Covers standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Additional pairs of prescription glasses and non-covered lens options are discounted when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay
	One pair every 12 consecutive months	

Frames

Covers standard eyeglass frames. A wide selection of frames is available at each VSP network doctor location.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$45, less a \$10 copay
	One frame every 24 consecutive months	

Contact Lenses: Members may choose between prescription glasses (lenses and frame) **or** contact lenses, but not both.

Covers medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for difference)
	Once every 12 consecutive months	
Covers elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Once every 12 consecutive months	

Copays

• Eye exam	\$5 copay	\$5 copay applies to charge
• Lenses and/or frames or medically necessary contact lenses	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay