



Collective Bargaining Agreement

Between

County of Allegan/Allegan County Sheriff

And



Police Officers Labor Council

(Corrections Command)

January 1, 2017

Through

December 31, 2019

AGREEMENT

This AGREEMENT, effective January 1, 2017, by and between the COUNTY OF ALLEGAN and the ALLEGAN COUNTY SHERIFF, hereinafter referred to as the Employer, and the POLICE OFFICERS LABOR COUNCIL (P.O.L.C) (Corrections Command Unit), hereinafter referred to as the Union, as follows:

PREAMBLE

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

Article 1 RECOGNITION

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

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

Article 2 UNION DUES CHECK OFF

Section 2.1. Dues Check Off. For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards, 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 in the amounts certified to the Employer by the Chief Steward.

At least once per month, after dues have been deducted from employees' pay, the Employer shall pay directly to the POLC the dues which have been deducted. Such payment shall be accompanied by a list which identifies each employee in the bargaining unit and specifies the amount of dues deducted from each employee's pay for the time period covered by the payment. Payment shall be mailed or otherwise delivered to: Police Officers Labor Council, 667 East Big Beaver Rd., Suite 205, Troy, Michigan 48083.

Section 2.2. Indemnification. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or other actions arising from the provisions of this Article, including, but not limited to, any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

Article 3
RIGHTS OF THE EMPLOYER

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

Article 4
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

First Step. To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the aggrieved employee's immediate supervisor

within five (5) calendar days after the employee received the answer of his immediate supervisor. The supervisor shall give a written answer to the aggrieved employee within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with one (1) copy of the grievance thus settled retained by the employee, one (1) copy retained by the supervisor, and one (1) copy given to the Union representative.

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

Third Step. If the grievance has not been resolved in the foregoing steps, and the Union wishes to appeal the grievance further, the Union shall notify the Sheriff and the County Administrator in writing within seven (7) calendar days after the Second Step answer has been received of its desire to proceed to the Third Step. If such written request is made, the Sheriff and/or his designated representatives and the County Administrator and / or his designated representatives shall, within seven (7) calendar days thereafter, schedule a meeting with the Union's Grievance Committee and/or its Field Representative to be held within thirty (30) calendar days thereafter to discuss the grievance. A written Third Step answer to the grievance shall be given to the Union within seven (7) calendar days after such meeting. If the answer at this stage is satisfactory to the Union, the Union representative shall so indicate on the answer and sign it with two (2) copies of the settled grievance retained by the Union, one (1) by the Sheriff and one (1) by the County Administrator.

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

Section 4.3. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall have no power or authority to amend, alter, or modify this Agreement in any respect either directly or indirectly. He shall have no power to rule upon the exercise of the Employer's reserved rights or the Constitutional authority of the Sheriff except as those rights and powers are expressly limited by this Agreement. If the issue of arbitrability is raised, the issue of arbitrability shall be determined before the merits of the matter

shall be considered. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first presented in writing. The arbitrator's decision shall be final and binding on the Union, Employers and employees except that either party reserves all legal recourse if the arbitrator has exceeded his jurisdiction or the decision is the product of wrongdoing. The salary and expenses of the arbitrator shall be borne equally and paid jointly by the Employers and the Union.

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

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

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

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

Article 5 STRIKES AND LOCKOUTS

Section 5.1. Application of Uniform CBA Supplement. Article 1 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 6 SENIORITY

Section 6.1. Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer, and since which he has not quit, retired, or been discharged. Unit seniority for the purpose of shift bidding and preference for PTO requests shall be calculated from the date an employee last entered the bargaining unit as a permanent full time employee. No time shall be deducted from an

employee's seniority due to absences occasioned by authorized leaves of absence or PTO or layoffs due to lack of work or funds except as hereinafter provided. Seniority shall be used as a method of preference only as provided in this Agreement.

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

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

Section 6.4. Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- a. The Employee quits or resigns.
- b. The Employee is discharged for cause.
- c. The Employee retires in accordance with the County's retirement plan.
- d. If, following a layoff, the employee fails to notify the Sheriff of the Employee's intention to return to work within ten (10) calendar days after a written notice sent by certified mail of such recall is sent to the Employee's address on record with the Employer or, having notified the Sheriff on the Employee's intention to return fails, to do so within twenty (20) calendar days after such notice is sent.
- e. The Employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive days without notifying the Employer and providing an acceptable reason for such absence.
- f. The employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence.
- g. A settlement with the employee has been made for total disability.
- h. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such employee's employment or twelve (12) calendar months, whichever occurs sooner.
- i. The employee falsified pertinent information on the application for employment.
- j. The employee holds more than one regular job wherein the employee is employed by another employer to exercise skills similar to those exercised for the Employer.

k. The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of production, or interference with the operation of the County.

l. The employee is on a non-paid sick leave in excess of twelve (12) consecutive months, unless other arrangements have been made with the Sheriff and the County's Human Resources Department.

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

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

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

Section 6.7. Shift Bidding. Employees may bid their shift assignment as follows:

a. Bid notices shall be posted in November to be effective on the first work day of the first full pay period in January. Employees may select a shift assignment, 5a-5p or 5p-5a from the positions available by seniority. The schedule shall be posted 30 days prior to the beginning date of the new schedule.

b. An employee's shift may be changed by the Sheriff to accommodate training schedules.

c. Employees in a probationary employee status may be placed on a shift schedule at the sole discretion of the Sheriff.

d. Employees may request to change their shifts by mutual agreement between the affected employees with the approval of the Sheriff/designee and provided that such shift change does not result in overtime liability for the Employer.

e. Notwithstanding the provisions of this section to the contrary, the Sheriff reserves the right to administratively assign an employee temporarily or permanently to a particular shift when it is deemed necessary.

f. The Sheriff may discontinue the shift bidding process with thirty (30) days' written notice provided to the Union Steward and the Bargaining Agent. Management and the Bargaining

Unit Representative shall meet to discuss the impact and implications of the action. The decision of the Sheriff shall be final and shall not be subject to challenge in any court, administrative tribunal or in arbitration as provided in this Agreement.

Article 7
LEAVES OF ABSENCE

Section 7.1. Application of Uniform CBA Supplement. Article 5 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 8
HOURS AND WAGES

Section 8.1. Application of Uniform CBA Supplement. Article 2 of the Employer's Uniform CBA Supplement is incorporated by reference. For purposes of that Article:

The normal work day shall consist of eight (8) or nine (9) or ten (10) or twelve (12) hours per day. The normal work week shall average forty (40) hours per week, with the exception that employees assigned to a normal work day of twelve (12) hours shall be scheduled for a fourteen (14) day tour of duty that averages eighty-four (84) hours.

Employees shall be entitled to a rest or break period of not to exceed ten (10) minutes duration at or near the midpoint of each half shift and a twenty (20) minute paid lunch period at or near the midpoint of their shift, unless extended by the Sheriff.

For all employees assigned to a normal work day of eight (8) or ten (10) hours, time and one-half (1 1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of eighty (80) hours in a pay period. For employees assigned to a normal work day of twelve (12) hours, time and one-half (1 1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of eighty-four (84) hours in a fourteen (14) day tour of duty.

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

When, as a result of performing his duties as a corrections officer, an employee is required to make a court appearance or an appearance before an administrative agency during off-duty hours, the employee shall be paid for the minimum of two (2) hours at time and one-half (1 1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1 1/2) his regular hourly rate of computed to the

nearest quarter hour, whichever is greater. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by two thousand eighty (2,080). As a condition of receiving such payment, the employee shall assign his court appearance fee to the Employer.

Employees in this bargaining unit shall be covered by and paid in accordance with Appendix "A" made up of 1) the attached list of job classifications and pay grades; and 2) the attached Employer compensation schedule of annual steps.

With regard to the Uniform CBA Supplement, employees in this bargaining unit are also subject to the following:

For purposes of determining overtime premium, paid time shall be treated as time worked.

It is likewise agreed that during the aforementioned break and lunch periods employees are on duty and expected to perform their normal job duties, thus eliminating the necessity of providing relief for employees during these periods.

Section 8.2 Overtime Distribution.

a. Scheduled Overtime. Scheduled overtime shall be rotated among employees who are available commencing with the employee with the greatest seniority and thereafter working down the seniority list.

b. Non-Scheduled Overtime. Employees may be required to work non-scheduled (mandatory) overtime by the Sheriff or designated supervisor. Non-scheduled overtime will be rotated among employees commencing with the employee with the lowest seniority.

Article 9
HOLIDAYS

Section 9.1. Application of Uniform CBA Supplement. Article 4 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 10
PAID TIME OFF

Section 10.1. Application of Uniform CBA Supplement. Article 3 of the Employer's Uniform CBA Supplement is incorporated by reference. For purposes of that Article:

The date for use in the "Seniority Preference for PTO Requests" provision is **January 1.**

Article 11
INSURANCE

Section 11.1. Application of Uniform CBA Supplement. Article 6 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 12
LONGEVITY

Section 12.1. Longevity Benefit. Employees hired before June 12, 2003, shall receive longevity pay in December of each year according to the following scale:

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

Employees hired on or after June 12, 2003, shall receive longevity pay in December of each year according to the following scale:

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

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

Section 12.3. Elimination of Longevity Benefit. Notwithstanding the above sections of this article, effective January 1, 2017, only employees who have previously been paid the longevity benefit shall be eligible to receive the longevity benefit. The longevity benefit shall not be provided to any other employees.

Article 13
PENSION

Section 13.1. Application of Uniform CBA Supplement. Article 8 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 14
DISCHARGE

Section 14.1. Discharge. In the event an employee under the jurisdiction of the Union who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Sheriff within five (5) regularly scheduled working days after such discharge or after the start of such suspension.

A. For informational purposes only, the Employer agrees to promptly notify the Union of such suspension or discharge.

B. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing such further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

C. A suspended or discharged employee, if he so desires, will be allowed to discuss the suspension or discharge with the Union representative before being required to leave the premises of the Employer.

Section 14.2. Remedy. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, including any automatic in grade pay increases, less any compensation that he may have earned at other employment during such period, or unemployment compensation received.

Article 15
GENERAL

Section 15.1. Application of Uniform CBA Supplement. Article 7 of the Employer's Uniform CBA Supplement is incorporated by reference. With regard to the Uniform CBA Supplement, employees in this bargaining unit are also subject to the following:

The provision on "Uniforms" does not apply.

The provisions on "Reporting to Work" and "Leaving the Premises" do not apply.

Section 15.2. Uniforms and Cleaning. The Employer agrees for the duration of this Agreement to continue the policies that existed immediately prior to the signing of this Agreement as in regards to furnishing of uniforms and cleaning thereof.

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

Article 16
DURATION OF AGREEMENT

Section 16.1. Term of Agreement. This Agreement shall become effective as of January 1, 2017, and shall remain in full force and effect through the 31st day of December, 2019, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement.

Allegan County

By: [Signature] Date: 1/12/18

Allegan County Sheriff

By: [Signature] Date: 01/11/2018

POLC – Corrections Services Administrator and Corrections Sergeants

By: [Signature] Date: 12/20/17



ALLEGAN COUNTY

Uniform

Collective Bargaining Agreement

Supplement

January 1, 2017

Through

December 31, 2019

DEFINITIONS

Definition of "Union". For purposes of this Uniform Collective Bargaining Agreement Supplement, the term "Union" means a bargaining unit's exclusive bargaining representative under state labor law, regardless of whether it is an independent association or part of a statewide or nationwide labor organization.

ARTICLE 1 STRIKES AND LOCKOUTS

Section 1.1. No Strike and No Lockout. The Union agrees that, during the life of this Agreement, neither the Union nor its agents or members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike, including sympathy strikes. The Employer agrees that during the same period there shall be no lockouts. Likewise, it is understood and agreed that the Union and employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 1.2. Penalty. Individual employees, or groups of employees, who instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 1.1 above may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE 2 HOURS AND WAGES

Section 2.1. Job Classifications and Wages. The job classifications and wages in the Employer's Pay Plan applicable to each specific bargaining unit are set forth in Appendix "A" attached to each Unit Agreement and by this reference made a part thereof. The wages set forth in Appendix "A" to the Unit Agreement reflect the following increase:

January 1, 2017 – 1%

Annual wage increases shall be effective at the start of an employee's first full shift after 12:00 midnight January 1 of each year. Step increases shall be effective at the start of an employee's first full shift on or after 12:00 midnight January 1 or 12:00 midnight July 1 of each year depending on the employee's anniversary date.

Employees starting between January 1 and June 30 shall advance to the next step effective the succeeding January 1 and the employee's anniversary date shall thereafter be January 1. Employees starting between July 1 and December 31 shall advance to the next step effective the succeeding July 1 and the employee's anniversary date shall thereafter be July 1.

Section 2.2. Normal Work Day and Work Week. The normal work day shall consist of the hours per day specified in the applicable Unit Agreement. The normal work week or tour of duty shall consist of the hours per week or tour of duty specified in the applicable Unit Agreement. However, nothing contained herein shall be construed as a guarantee of those amounts of hours of work or pay per work day or work week or tour of duty. The Employer expressly reserves the right to close

certain or all departments for individual days in a given week for an entire week or weeks. The Employer expressly reserves the right to close any part of the Employer for individual days in a given week for an entire week or weeks. 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 reduce certain or all classifications or to reduce the hours worked in one or all classifications. The Employer reserves the right to change an employee's work shift when such is warranted due to operational necessities.

Section 2.3. Break Periods. Employees shall be entitled to break periods at or near the midpoint of each half shift and another break period for lunch at or near the midpoint of their shift. The duration of such breaks shall be as specified in the applicable Unit Agreement. It is understood and agreed that the timing of the break periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an employee to take a break period until the urgent or critical aspects of the job then being performed have been completed, and on occasion, an employee may miss a given break period. Non-supervisory employees must inform their supervisor when departing the work area to go on break or for personal reasons.

Section 2.4. Premium Overtime Pay. Non-exempt employees who work in excess of the hours per week or tour of duty specified in the applicable Unit Agreement shall be paid for all such hours worked at one and one-half (1.5) times their regular straight time hourly rate.

Section 2.5. Compensatory Time Off. Non-exempt employees may choose compensatory time off at the rate of time and one-half (1.5) for each hour of overtime worked. Compensatory time off accrual shall be capped at the number of hours per employee specified in the applicable Unit Agreement, and any overtime worked will be paid in cash to an employee with a compensatory time off bank equal to or greater than the cap. Compensatory time off shall only be used at a time mutually agreeable to both the Employer and employee.

Section 2.6. Reporting to Work. Employees shall be at their work station at their posted starting time of their shift and not leave, without Employer permission, until their posted quitting time of their shift.

Section 2.7. Leaving the Premises. Employees who must leave the premises at any time for any reason shall inform their supervisor of their reason for leaving, destination and estimated return time and, unless otherwise provided in the applicable Unit Agreement, shall secure such supervisor's permission prior to leaving.

Section 2.8. Call-In Pay. If provided by the applicable Unit Agreement, call-in pay shall be paid as set forth in such Unit Agreement.

Section 2.9. Closure Pay.

1. For the purpose of determining "Closure Pay," County closure conditions shall begin and end at the times stated within the Board Chairperson's (or designee's) written declaration and

termination of closure conditions. The closure may be declared for specific areas, buildings, or organization-wide and may be declared at any time.

2. Employees scheduled to work that were directed not to report to work due to declared closure conditions shall receive their regular straight time hourly rate for time scheduled.

3. Employees scheduled and required to work who did not report to work shall be charged leave time (PTO, Compensatory Time Off) for their scheduled shift. If the employee does not have leave time available the time shall be considered unpaid.

4. Hourly employees scheduled and required to work that did report to work shall receive one and one half (1.5) times their regular straight time hourly rate for time worked.

5. Hourly employees not scheduled to work, who were called into work and reported to work, shall receive one and one half (1.5) times their regular straight time hourly rate for time worked (minimum two hours.)

6. Employees who were off due to pre-authorized leave (PTO, Compensatory Time Off, unpaid leave, etc.) shall utilize the appropriate leave time as it was originally approved.

7. Employees not scheduled to work who did not work shall not receive closure pay.

Section 2.10. Workers' Compensation Supplement. When an employee is absent from work due to an illness or injury arising out of and in the course of his or her employment and which is compensable under the Michigan Workers' Compensation Act, the employee shall receive full salary from the Employer for the first seven (7) days. After the first seven (7) days, the Employer shall provide the difference between the daily benefit and daily salary to a maximum of 52 consecutive weeks from the time of illness or injury. The Employer agrees to continue its applicable contribution toward health, dental and vision insurance premiums during this consecutive 52-week period provided that the employee contributes his or her applicable contribution toward the premiums. FMLA-qualifying leaves will run concurrently with workers' compensation leaves.

Section 2.11. No Compounding of Premium Pay. Overtime pay and/or any other form of premium pay provided in this Agreement shall not be stacked, compounded or pyramided. The amount earned for any hour worked and/or paid shall in no circumstance exceed 1.5 times the employee's normal hourly wage.

ARTICLE 3 PAID TIME OFF

Section 3.1. PTO Options. All employees shall choose one time between two options of PTO banks. This selection occurred prior to January 1, 2015, for all current employees; new employees are offered a choice upon hire. The options are as follows:

Option 1:

1. Advance of Paid Time Off: On the first payroll of each year, full-time employees shall be credited with an advance of fifty-two (52) hours of paid time off (PTO). On the first payroll of each year, regular part-time employees shall be credited with an advance of thirty-four (34) hours of paid time-off. An employee starting work after January 1 shall receive a prorated advance of PTO based on the number of months remaining in the year. An employee must work on or before the 15th of the month to receive advanced PTO for the month.

2. Payback of Advanced PTO: An employee terminating employment prior to the end of the year shall be charged back for any unearned advanced PTO at the rate of 2.00 hours per pay period for full-time employees and 1.31 hours per pay period for regular part-time employees. An employee must terminate employment with the Employer on or after the 15th of the month to earn advance PTO hours for the month.

3. Separation: Upon separation from employment, an employee shall receive full pay (100%) for unused accumulated PTO hours up to a maximum of two hundred forty (240) hours. Anyone that has over two hundred forty (240) hours at the time of separation shall lose any hours beyond the two hundred forty (240) hour limit. No one may use the PTO beyond his or her "last day worked." Compensation for unused PTO hours shall be paid at the pay rate in effect on the employee's last working day.

4. Accumulation of Paid Time Off (PTO) Hours: The amount of PTO carried forward into a new payroll year is limited to a maximum of two hundred forty (240) hours. Each payroll year, employees must use or lose one-half (1/2) of the PTO hours earned in the payroll year or they shall be subject to forfeiture.

5. Pay Off of Unused PTO Hours: If, at the end of a payroll year, an employee has more than two hundred forty (240) hours of unused PTO, excluding PTO hours forfeited, the employee shall be compensated for the hours in excess of two hundred forty (240) no later than February 28th of the following year. Compensation for these PTO hours shall be paid at the employee's pay rate in effect on December 31st.

Option 2:

1. Advance of Paid Time Off: On the first payroll of each year, full-time employees shall be credited with an advance of eighty-four (84) hours of paid time off (PTO). On the first payroll of each year, regular part-time employees shall be credited with an advance of fifty-four (54) hours of paid time-off. An employee starting work after January 1 shall receive a prorated advance of PTO based on the number of months remaining in the year. An employee must work on or before the 15th of the month to receive advanced PTO for the month.

2. Paybacks of Advanced PTO: An employee terminating employment prior to the end of the year shall be charged back for any unearned advanced PTO at the rate of 3.23 hours

per pay period for full-time employees and 2.08 hours per pay period for regular part-time employees.

3. Separation: Upon separation from employment, an employee shall receive half pay (50%) for unused accumulated PTO hours up to a maximum of one hundred sixty (160) hours. Anyone that has over three hundred twenty (320) hours at the time of separation shall lose any hours beyond the one hundred sixty (160) hours which is the payout limit. No one may use the PTO beyond his or her “last day worked.” Compensation for unused PTO hours shall be paid at the pay rate in effect on the employee’s last working day.

4. Accumulation of Paid Time Off (PTO) Hours: The amount of PTO carried forward into a new payroll year is limited to a maximum of three hundred twenty (320) hours. Each payroll year, employees must use or lose one-half (1/2) of the PTO hours earned in the payroll year or they shall be subject to forfeiture.

5. Pay Off of Unused PTO Hours: If, at the end of a payroll year, an employee has more than three hundred twenty (320) hours of unused PTO, excluding PTO hours forfeited, the employee shall be compensated for ½ of the hours in excess of three hundred twenty (320) no later than February 28th of the following year. The other ½ shall be forfeited. Compensation for these PTO hours shall be paid at the employee’s pay rate in effect on December 31st.

Section 3.2. Accrual Rate for PTO: Each full-time employee shall earn “Paid Time Off” at the following rates. Accruals of PTO are earned during a pay period and banked on the scheduled pay date for that pay period.

<u>YEAR OF EMPLOYMENT</u>	<u>PTO HOURS EARNED PER PAYPERIOD</u>
First	1.54
Second	3.08
Third	3.39
Fourth	3.70
Fifth	4.00
Sixth	4.31
Seventh	4.62
Eighth	4.93
Ninth	5.23
Tenth	5.54
Eleventh	5.85
Twelfth and Beyond	6.16

When an employee reaches the anniversary date for the next higher rate of PTO accrual, earning at the new rate shall begin on the next pay period following the employee’s anniversary.

Section 3.3. Regular Part-Time Employees: Regular part-time employees working twenty (20) or more hours per week earn PTO at a rate proportionate to their paid hours.

Section 3.4. Holidays: If a holiday falls within an employee's PTO period, it shall not be deducted from the PTO balance unless the employee was scheduled to work on the holiday.

Section 3.5. Leave Of Absence: PTO hours do not accrue during an employee's unpaid leave of absence, or beyond the twelve (12) weeks of a qualified FMLA leave.

Section 3.6. Introductory/Probationary Period: PTO shall be permitted during an employee's introductory or probationary period.

Section 3.7. PTO Schedules. PTO for other than emergency or unforeseen illness must be approved in advance by the Employer. The Employer shall determine the number of employees who can be excused from work for PTO purposes at any one time and shall prepare schedules accordingly. It shall be the practice of the Employer to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. PTO may not be used, at any time, in increments of less than one-quarter (1/4) hour.

Section 3.8. Seniority Preference for PTO Requests. If two or more employees request permission to use their PTO at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for PTO prior to the day of the year specified in the applicable Unit Agreement, preference shall be given to the employees with the greatest amount of seniority. As among those who do not make their wishes known prior to that day of the year, preference shall be given in order of receipt by the Employer of the written requests for PTO. In the event an employee cancels his or her PTO, among those who wish to reschedule their PTO preference shall be given to the employees with the greater amount of seniority.

ARTICLE 4 HOLIDAYS

Section 4.1. Recognized Holidays.

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

When a recognized holiday falls on Saturday a full day off will be granted on Friday. When Christmas Eve or New Year's Eve falls on Friday a full day off will be granted on Thursday. When Christmas Eve or New Year's Eve falls on Sunday a full day off will be granted on Tuesday. When a recognized holiday falls on Sunday a full day off will be granted on Monday. However, for employees regularly assigned to a shift within a 24/7 schedule, recognized holidays shall be observed on the actual date of the holiday.

Section 4.2. Eligibility for Holiday Pay. To be eligible for holiday pay an employee must be a member of the bargaining unit as of the date the recognized holiday is observed and must have worked a full work day the last day the employee 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(s) is otherwise compensated by the Employer for PTO, compensatory time off, bereavement leave or Worker's Compensation supplement. Receipt of disability insurance payments or Worker's Compensation payments without the supplement shall not be considered as compensation from the Employer. Unless otherwise provided above, holiday pay is not paid during any leave of absence.

Section 4.3. Holiday Pay. Holiday pay will be paid to eligible regular full-time employees based on their regularly scheduled work day of 8, 10, or 12 hours at their straight-time rate of pay. Eligible regular part-time employees will receive holiday pay only if they are normally scheduled to work that day and only for the hours they would have worked. Holiday pay is not considered work hours/time. However, in lieu of such holiday pay, an employee who regularly works an 84-hour tour of duty may request to take a regularly scheduled work day off within the same pay period as the holiday. Upon Employer approval, this day off shall be considered work hours/time. Holiday pay is not considered premium pay for purposes of the "No Compounding of Premium Pay" provision.

Section 4.4. Holiday Work. When an eligible non-exempt employee works on the day a recognized holiday is observed, the employee shall be paid one and one-half (1.5) times their straight-time hourly rate for the hours actually worked (in addition to the holiday pay provided in the preceding section). In lieu of monetary compensation for such holiday worked, non-exempt employees may choose compensatory time off at the same rate noted above.

ARTICLE 5 LEAVES OF ABSENCE

Section 5.1. General. A leave of absence is an absence from work with or without pay that is authorized in writing. The following subsections apply to all leaves of absence to the fullest extent consistent with applicable law.

a. Unless otherwise authorized by contract, if the duration of any leave of absence exceeds 12 weeks in any 12-month period without the express written approval of the Employer, the employee may be terminated from employment with automatic loss of seniority. 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 employment without recourse.

c. Failure to return to work on the exact date scheduled may be cause for termination of employment at the sole discretion of the Employer.

d. Employees shall not accept employment while on a leave of absence unless approved in advance in writing by the Employer. Acceptance of other employment or working for another employer while on a leave of absence without such approval may result in termination of employment.

Section 5.2. Personal Leave. The Employer may grant a leave of absence for personal reasons not to exceed 30 calendar days at a time and without pay and without loss of seniority. A personal leave shall be granted, denied or extended in the sole discretion of the Employer upon written request which sets forth the reason for such leave. Only non-probationary employees shall be eligible for a personal leave.

Section 5.3. Family and Medical Leave Act (FMLA). Leaves of absence under the FMLA shall be in accordance with the Employer's written FMLA policies and procedures, which shall be in compliance with applicable law. The Employer reserves the right to require an employee to use accumulated paid leave while on FMLA leave. An employee may maintain a bank of 26 hours of PTO while on FMLA leave.

Section 5.4. Military Leave. An employee serving in the armed forces of the United States shall be treated by the Employer as required by applicable law.

Section 5.5. Guard Duty Leave of Absence. An employee who is a member of the National Guard or Reserves who is called for defense training shall be entitled to a leave of absence for whatever is the annual active duty training period. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay, such pay not to exceed two (2) calendar weeks.

Section 5.6. 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 Section 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 Employer. The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to 30 days in any calendar year.

Section 5.7. 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 12 months (unless otherwise approved by the Employer), provided that the employee continues to supply the Employer with acceptable medical certification of the necessity for the continued leave of absence. The employee's physician must verify in writing that the employee is fit to return to all normal duties before an employee can return to work at the expiration of the approved leave. Disability due to pregnancy shall be treated as any other medical disability.

Section 5.8. Bereavement Leave. Upon written notification to the Employer, an employee shall be granted paid leave for up to three (3) consecutive regularly scheduled work days within the first thirty (30) calendar days following the death of an employee's immediate family member(s) for the purpose of assisting in the funeral or memorial service arrangements, attending the funeral or memorial service, attending post-funeral or post-memorial service function(s) or arrangement(s), and/or grieving. With the advance approval of the Employer, some or all of these three (3) days may be used in an inconsecutive manner during or after the thirty (30) calendar days following death when unusual circumstances exist.

Upon written notification to the Employer, an employee shall be granted paid leave for one (1) regularly scheduled work day within the first thirty (30) calendar days following the death of an employee's extended family member(s) for the purpose of attending the funeral or memorial service. With the advance approval of the Employer, this day may be used after the thirty (30) calendar days following death when unusual circumstances exist.

Upon written notification to the Employer, an employee shall be permitted to extend their bereavement leave by up to three (3) more consecutive regularly scheduled work days, contiguous to the original leave. The bereavement leave extension shall be charged to the employee's PTO bank. If the employee does not have adequate time available in the PTO bank, the extension shall be considered unpaid leave.

An employee excused from work under the first paragraph of this Section shall, after making notification to the employee's supervisor, receive the amount of straight-time wages (exclusive of shift or any other premiums) that such employee would have earned by working on such scheduled days of work for which such employee was excused.

For purposes of this Section, "immediate family" is defined as the employee's current spouse, child, brother, sister, parent, grandparent or grandchild, including current "step" or "in-law" relations for the same relationships as applicable. "Extended family" is defined as aunt, uncle, niece, nephew or great-grandparent, including current "step" or "in-law" relations for the same relationships as applicable.

ARTICLE 6 INSURANCE

Section 6.1. Medical, Dental and Vision Insurance. The Employer provides health care coverage for medical, dental and vision for the employee, spouse and children (one-person, two-person and family) subject to the provisions of this Article. Currently the plan options are:

a. PPO Plan 70% (Option 1) – Community Blue PPO (deductibles are \$500/\$1,000 with 70% co-insurance provided after deductible).

b. HDHP HSA Plan 100% (Option 2) – Simply Blue PPO (deductibles are \$2,000/\$4,000 with 100% co-insurance provided after deductible). Deductibles represent the minimum amount required to qualify this High Deductible Health Plan (HDHP) for a Health Savings Account (HSA) subject to IRS requirements. The HDHP for this HSA shall meet and continue to meet all IRS requirements.

c. HDHP HSA Plan 80% (Option 3) – Simply Blue PPO (deductibles are \$2,000/\$4,000 with 80% co-insurance provided after deductible). Deductibles represent the minimum amount required to qualify this High Deductible Health Plan (HDHP) for a Health Savings Account (HSA) subject to IRS requirements. The HDHP for this HSA shall meet and continue to meet all IRS requirements.

1. HSA Deposit: The Employer shall deposit into the employee’s HSA account the excess of the applicable Employer contribution (set forth below) above the costs for medical, dental and vision benefits (based on the illustrative rates determined by the third-party administrator for that year unless otherwise agreed to by the parties in writing). The excess shall be split into 26 equal deposits made through regular payroll commencing with the first regular paycheck issued on or after January 1 of the applicable year.

See the www.allegancounty.org site for the Benefits-at-a-Glance summary sheets for each of the plans currently offered.

Section 6.2. Employer Medical Cap. The Employer shall be in compliance with Section 3 of Michigan Public Act 152 of 2011. In addition, it is agreed that the caps contained therein shall apply to the total combined cost of medical benefits. Accordingly, the Employer’s contribution to that combined cost shall be capped at the amounts set forth therein (as adjusted annually by the state treasurer), which for 2017 are \$6,344.80 per year for an employee with single person coverage, \$13,268.93 per year for an employee with 2-person coverage, and \$17,304.02 per year for an employee with family coverage. The Employer’s contribution for a regular part-time employee shall be capped at 50% of the above amounts.

Section 6.3. Employer Medical Contribution. The Employer’s contribution per year for medical benefits shall be as follows:

2017: Single – \$6,344.80, 2-Person – \$13,268.93, Family – \$17,304.02.

In any given future plan/contract year (“new year”), the Employer’s contribution for medical benefits shall be increased by the rate of increase in illustrative rates from the preceding year as determined by the third party administrator (unless otherwise agreed to by the parties in writing), but shall not exceed the State of Michigan’s adjusted cap for the new year.

Section 6.4. Employer Dental and Vision Contribution. The Employer's annual contribution for dental and vision benefits shall be equal to 5% of the Employer Medical Contribution. The 2017 Employer dental and vision contribution shall be as follows:

Single:	\$317.24
Double:	\$663.45
Family:	\$865.20

Section 6.5. Employee Contribution. The employee shall pay all costs for medical, dental and vision benefits (based on illustrative rates determined by the third-party administrator unless otherwise agreed to by the parties in writing) in excess of the applicable Employer contribution set forth above. This employee contribution shall be split into 24 equal deductions and deducted from the employee's paycheck on the first and second paycheck of every month.

Section 6.6. Incentive to Opt Out. The Employer shall pay employees an incentive of \$3,000 (\$1,500 for part-time employees) per year for those employees who opt out of the Employer's medical/dental/vision program. An employee must work at least through the 15th of a month to receive a month's credit. The incentive shall be accrued on a calendar year basis and paid no later than February 28 following the end of the calendar year in which the incentive was earned. Employees who choose to opt out must provide proof of coverage and can only re-enroll during the open enrollment period, unless there is a family qualifying event for coverage under COBRA. The incentive is not available to spouses of the Employer's employees when both spouses are employees of the Employer.

Section 6.7. Health Care Cost Containment. The Employer at its option may implement any of all of the following health care cost containment programs:

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

(f) In a joint continuing effort to control the cost of insurance, the Employer 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 Employer health insurance and any other group health insurance policy which an employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 6.8. Wellness Benefits. The Employer shall offer any additional wellness/prevention benefits which are offered in the future by the Employer to employees in general.

Section 6.9. 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 the first day of the calendar month following the employee's date of hire.

d) When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, unpaid leave of absence (other than FMLA) or any other reason, all insurance coverage continues only for the balance of the month in which such termination or interruption 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 governmentally sponsored insurance programs.

g) Under no circumstances shall an employee be entitled to recover more than 100% of such employee's loss using in whole or in part insurance policies of the Employer. 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 6.10. Insurance Carrier. The Employer reserves the right to select the health insurance carrier(s) or to implement self-insurance or other method of funding health care coverage, provided

that the benefits remain substantially comparable. Administrative aspects of the health care plan(s) (including the network of providers) shall not be considered a benefit.

Section 6.11. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the Employer. All Employer-paid insurance premiums shall cease at the end of the month when employment is terminated or when the employee is placed on layoff or in a non-paid leave of absence (other than FMLA). Receipt of Worker's Compensation benefits without a PTO supplement shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the employee.

The Employer agrees to maintain the agreed-upon Employer contribution rates as outlined in this Article during all periods of FMLA in accordance with applicable laws. Further, the Employer agrees to maintain the agreed-upon Employer contribution rates as outlined in this Article after all FMLA has been exhausted, for a period of up to 12 months, provided the employee uses and records at least one (1) hour of PTO time, or enough PTO time to cover the employee's deductions, whichever is greater, in each pay period during the month in which the coverage is to be continued. If the use of one (1) hour of PTO is not sufficient to cover the cost of the employee's deductions, the employee may choose, as an alternative to the use of additional PTO time, to pay the Employer to cover such cost. Any employee choosing this alternative shall make said payment prior to the last day of each pay period during the month in which the coverage is to be continued.

Section 6.12. Life Insurance. The Employer shall provide a term life insurance policy (with AD&D) on each bargaining unit employee who has completed their probationary period in the amount of \$50,000 for full-time employees and \$25,000 for regular part-time employees.

Section 6.13. 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 a non-duty related illness, an income equal to 66 2/3% (with a maximum per week as specified in the applicable Unit Agreement) of the employee's regular straight time earnings for a maximum of 52 weeks.

Employees while on such disability leave may elect to remain on the payroll by using their accumulated leave time to equal their regular salary. Employees not on the payroll will be required to pay 100% of their health, dental and vision premium during such disability leave, except as may be provided by the FMLA.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1. Subcontracting and Use of Non-Bargaining Unit Personnel. The Employer shall have the right to authorize the use of 1) subcontractors or other auxiliary services and/or 2) supervisors or other non-bargaining unit personnel to perform work normally performed by bargaining unit employees if and when, in the Employer's judgment, it does not have available or sufficient manpower, the proper equipment, or the capacity and ability to perform such work within the required amount of time, or it is necessary during an emergency, or such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 7.2. Bulletin Board. The Employer shall provide bulletin board space upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 7.3. Rules of Conduct and Other Work Rules. Employees shall be required to abide by such rules of conduct and other 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 7.4. 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 7.5. Mileage Reimbursement. Employees who use their personal automobiles, at the instruction of the Employer, for Employer business shall be reimbursed by the Employer in accordance with its written mileage reimbursement policy.

Section 7.6. 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 7.7. Amendments and Other Agreements. No agreement or understanding contrary to this Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein, shall be binding upon the parties hereto unless such agreement, understanding,

alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this 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 7.8. 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 A.D.A.

Section 7.9. Drug and Alcohol Policy. Incorporated herein and made a part of this Agreement are the provisions of the Employer's written Drug and Alcohol Policy.

Section 7.10. Uniforms. If uniforms and/or equipment are required for employees such items shall be supplied and maintained by the Employer.

Section 7.11. 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 7.12. Educational Assistance. To aid and encourage employees to complete approved educational courses that are job related and/or deemed beneficial to the Employer, full-time employees who have completed at least 12 months of employment with the Employer are eligible to apply for reimbursement of tuition and certain other expenses as set forth herein.

a) Employees must obtain prior written approval from the Employer using forms designated by the Employer. Requests must be submitted at least two weeks prior to the first day of class. Courses must be taken from an accredited two-year or four-year institution. Seminars, workshops and other training sessions which do not provide credit are excluded under this policy. Class attendance and homework assignments must be completed on the employee's own time, unless PTO is being used and is authorized by the Employer.

b) Reimbursement for a completed course will be at one-hundred percent (100%) for tuition, textbook and lab fee expenses only up to maximum of \$2,500 per calendar year, provided a grade of "C" or better is attained. Reimbursement will be through payroll and will be subject to withholding of income taxes and FICA tax. Request for reimbursement must be made within 30 days of completion of course and must include an official grade transcript and a receipt verifying that the tuition and other eligible expenses for the course(s) have been paid in full. The Employer will not provide reimbursement if the tuition or other eligible expenses were covered by scholarship, grants, veterans benefits, etc.

c) If an employee voluntarily separates from employment with the Employer within 12 months of reimbursement of tuition and other eligible expenses, the employee will be liable for repayment of such reimbursement on a pro-rated basis and such amount will be deducted from the separating employee's final payroll check prior to distribution.

Section 7.13. 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 7.14. Medical Examinations. The Employer reserves the right to require an employee to undertake an examination by a physician, psychiatrist or psychologist if the employee is absent due to a claimed job-related injury or illness or the Employer has reasonable grounds for concern regarding the employee's physical or mental ability to perform the required work. The Employer shall pay for the cost of any required examinations. For informational purposes only, the Employer will notify the employee in writing of the general reasons for the examination.

ARTICLE 8
RETIREMENT PLAN

Section 8.1. Defined Contribution Plan. Employees hired on or after the effective date of the MERS Defined Contribution ("DC") Plan for this bargaining unit shall participate in that plan. The Employer shall contribute seven percent (7%) of a participating employee's gross wages to the DC Plan. A participating employee shall be required to contribute three percent (3%) of gross wages to the DC Plan. A participating employee may also voluntarily contribute additional amounts on an after-tax basis to his or her individual account in the reserve for the DC Plan for any plan year in any amount to the extent allowed by federal law and subject to procedures established by MERS.

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

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

b) Permissible Loans. Each participating employee shall be eligible to make loans against their vested retirement benefits. Such loans shall be subject to all terms and conditions established by the loan administrator.

Section 8.2. Defined Benefit Plan. Employees hired before the effective date of the DC Plan who did not switch to the DC Plan shall continue to be covered by the MERS Defined Benefit ("DB") Plan applying to them and continue to make the required employee contribution.

APPENDIX A - Wage Rates

Paygrade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
A11	\$24,387	\$25,083	\$25,797	\$26,533	\$27,289	\$28,066	\$28,866	\$29,689	\$30,535	\$31,234	\$31,950	\$32,681	\$33,430	\$34,195	\$34,978	\$35,779	\$36,599
A12	\$27,316	\$28,094	\$28,895	\$29,718	\$30,565	\$31,437	\$32,333	\$33,254	\$34,202	\$34,985	\$35,786	\$36,606	\$37,444	\$38,301	\$39,178	\$40,076	\$40,993
A13	\$30,244	\$31,106	\$31,992	\$32,904	\$33,842	\$34,806	\$35,798	\$36,818	\$37,868	\$38,735	\$39,622	\$40,529	\$41,457	\$42,407	\$43,378	\$44,371	\$45,387
B21	\$33,171	\$34,117	\$35,089	\$36,089	\$37,118	\$38,176	\$39,264	\$40,383	\$41,533	\$42,485	\$43,458	\$44,453	\$45,471	\$46,512	\$47,577	\$48,667	\$49,781
B22	\$36,099	\$37,128	\$38,186	\$39,275	\$40,394	\$41,545	\$42,729	\$43,947	\$45,199	\$46,234	\$47,293	\$48,376	\$49,484	\$50,617	\$51,776	\$52,962	\$54,175
B23	\$39,027	\$40,139	\$41,283	\$42,460	\$43,670	\$44,915	\$46,195	\$47,511	\$48,865	\$49,984	\$51,129	\$52,300	\$53,497	\$54,723	\$55,976	\$57,258	\$58,569
B24/B31	\$41,955	\$43,151	\$44,380	\$45,645	\$46,946	\$48,284	\$49,660	\$51,075	\$52,531	\$53,734	\$54,965	\$56,223	\$57,511	\$58,828	\$60,175	\$61,553	\$62,963
B25/B32	\$44,883	\$46,162	\$47,477	\$48,831	\$50,222	\$51,654	\$53,126	\$54,640	\$56,197	\$57,484	\$58,800	\$60,147	\$61,524	\$62,933	\$64,374	\$65,848	\$67,356
C41	\$45,972	\$47,512	\$49,103	\$50,748	\$52,448	\$54,205	\$56,021	\$57,898	\$59,838	\$61,405	\$63,014	\$64,665	\$66,359	\$68,098	\$69,882	\$71,713	\$73,592
C42	\$48,787	\$50,421	\$52,110	\$53,856	\$55,660	\$57,525	\$59,452	\$61,444	\$63,502	\$65,166	\$66,873	\$68,625	\$70,423	\$72,268	\$74,162	\$76,105	\$78,099
C43	\$53,056	\$54,833	\$56,670	\$58,568	\$60,530	\$62,558	\$64,654	\$66,820	\$69,058	\$70,868	\$72,724	\$74,630	\$76,585	\$78,592	\$80,651	\$82,764	\$84,932
C44/C51	\$57,325	\$59,245	\$61,230	\$63,281	\$65,401	\$67,592	\$69,856	\$72,196	\$74,615	\$76,570	\$78,576	\$80,634	\$82,747	\$84,915	\$87,140	\$89,423	\$91,766
C45/C52	\$61,593	\$63,657	\$65,789	\$67,993	\$70,271	\$72,625	\$75,058	\$77,572	\$80,171	\$82,272	\$84,427	\$86,639	\$88,909	\$91,238	\$93,629	\$96,082	\$98,599
D61	\$65,862	\$68,069	\$70,349	\$72,706	\$75,141	\$77,658	\$80,260	\$82,949	\$85,727	\$87,974	\$90,278	\$92,644	\$95,071	\$97,562	\$100,118	\$102,741	\$105,433
D62	\$70,131	\$72,480	\$74,909	\$77,418	\$80,011	\$82,692	\$85,462	\$88,325	\$91,284	\$93,676	\$96,130	\$98,648	\$101,233	\$103,885	\$106,607	\$109,400	\$112,266
D63	\$74,400	\$76,892	\$79,468	\$82,130	\$84,882	\$87,725	\$90,664	\$93,701	\$96,840	\$99,377	\$101,981	\$104,653	\$107,395	\$110,209	\$113,096	\$116,059	\$119,100
D71	\$78,669	\$81,304	\$84,028	\$86,843	\$89,752	\$92,759	\$95,866	\$99,078	\$102,397	\$105,079	\$107,833	\$110,658	\$113,557	\$116,532	\$119,585	\$122,718	\$125,934
D72	\$82,938	\$85,716	\$88,587	\$91,555	\$94,622	\$97,792	\$101,068	\$104,454	\$107,953	\$110,781	\$113,684	\$116,662	\$119,719	\$122,856	\$126,074	\$129,378	\$132,767
E81	\$87,206	\$90,128	\$93,147	\$96,267	\$99,493	\$102,825	\$106,270	\$109,830	\$113,509	\$116,483	\$119,535	\$122,667	\$125,881	\$129,179	\$132,564	\$136,037	\$139,601
E82	\$91,475	\$94,540	\$97,707	\$100,982	\$104,363	\$107,859	\$111,472	\$115,206	\$119,066	\$122,185	\$125,387	\$128,672	\$132,043	\$135,502	\$139,053	\$142,696	\$146,434
E83	\$95,744	\$98,951	\$102,266	\$105,690	\$109,233	\$112,892	\$116,674	\$120,583	\$124,622	\$127,887	\$131,238	\$134,676	\$138,205	\$141,826	\$145,542	\$149,355	\$153,268

*DBM's starting with C, D or E are salaried positions, not hourly. Salaried positions are not eligible for overtime pay.

effective 7/24/2017

All salary data on the above table is calculated at 2080 hours (not actual hours worked).

Paygrade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
A11	\$11.72	\$12.06	\$12.40	\$12.76	\$13.12	\$13.49	\$13.88	\$14.27	\$14.68	\$15.02	\$15.36	\$15.71	\$16.07	\$16.44	\$16.82	\$17.20	\$17.60
A12	\$13.13	\$13.51	\$13.89	\$14.29	\$14.69	\$15.11	\$15.54	\$15.99	\$16.44	\$16.82	\$17.20	\$17.60	\$18.00	\$18.41	\$18.84	\$19.27	\$19.71
A13	\$14.54	\$14.95	\$15.38	\$15.82	\$16.27	\$16.73	\$17.21	\$17.70	\$18.21	\$18.62	\$19.05	\$19.49	\$19.93	\$20.39	\$20.85	\$21.33	\$21.82
B21	\$15.95	\$16.40	\$16.87	\$17.35	\$17.85	\$18.35	\$18.88	\$19.41	\$19.97	\$20.43	\$20.89	\$21.37	\$21.86	\$22.36	\$22.87	\$23.40	\$23.93
B22	\$17.36	\$17.85	\$18.36	\$18.88	\$19.42	\$19.97	\$20.54	\$21.13	\$21.73	\$22.23	\$22.74	\$23.26	\$23.79	\$24.34	\$24.89	\$25.46	\$26.05
B23	\$18.76	\$19.30	\$19.85	\$20.41	\$21.00	\$21.59	\$22.21	\$22.84	\$23.49	\$24.03	\$24.58	\$25.14	\$25.72	\$26.31	\$26.91	\$27.53	\$28.16
B24/B31	\$20.17	\$20.75	\$21.34	\$21.94	\$22.57	\$23.21	\$23.88	\$24.56	\$25.26	\$25.83	\$26.43	\$27.03	\$27.65	\$28.28	\$28.93	\$29.59	\$30.27
B25/B32	\$21.58	\$22.19	\$22.83	\$23.48	\$24.15	\$24.83	\$25.54	\$26.27	\$27.02	\$27.64	\$28.27	\$28.92	\$29.58	\$30.26	\$30.95	\$31.66	\$32.38
C41	\$22.10	\$22.84	\$23.61	\$24.40	\$25.22	\$26.06	\$26.93	\$27.84	\$28.77	\$29.52	\$30.30	\$31.09	\$31.90	\$32.74	\$33.60	\$34.48	\$35.38
C42	\$23.46	\$24.24	\$25.05	\$25.89	\$26.76	\$27.66	\$28.58	\$29.54	\$30.53	\$31.33	\$32.15	\$32.99	\$33.86	\$34.74	\$35.65	\$36.59	\$37.55
C43	\$25.51	\$26.36	\$27.25	\$28.16	\$29.10	\$30.08	\$31.08	\$32.12	\$33.20	\$34.07	\$34.96	\$35.88	\$36.82	\$37.78	\$38.77	\$39.79	\$40.83
C44/C51	\$27.56	\$28.48	\$29.44	\$30.42	\$31.44	\$32.50	\$33.58	\$34.71	\$35.87	\$36.81	\$37.78	\$38.77	\$39.78	\$40.82	\$41.89	\$42.99	\$44.12
C45/C52	\$29.61	\$30.60	\$31.63	\$32.69	\$33.78	\$34.92	\$36.09	\$37.29	\$38.54	\$39.55	\$40.59	\$41.65	\$42.74	\$43.86	\$45.01	\$46.19	\$47.40
D61	\$31.66	\$32.73	\$33.82	\$34.95	\$36.13	\$37.34	\$38.59	\$39.88	\$41.22	\$42.29	\$43.40	\$44.54	\$45.71	\$46.90	\$48.13	\$49.39	\$50.69
D62	\$33.72	\$34.85	\$36.01	\$37.22	\$38.47	\$39.76	\$41.09	\$42.46	\$43.89	\$45.04	\$46.22	\$47.43	\$48.67	\$49.94	\$51.25	\$52.60	\$53.97
D63	\$35.77	\$36.97	\$38.21	\$39.49	\$40.81	\$42.18	\$43.59	\$45.05	\$46.56	\$47.78	\$49.03	\$50.31	\$51.63	\$52.98	\$54.37	\$55.80	\$57.26
D71	\$37.82	\$39.09	\$40.40	\$41.75	\$43.15	\$44.60	\$46.09	\$47.63	\$49.23	\$50.52	\$51.84	\$53.20	\$54.59	\$56.03	\$57.49	\$59.00	\$60.55
D72	\$39.87	\$41.21	\$42.59	\$44.02	\$45.49	\$47.02	\$48.59	\$50.22	\$51.90	\$53.26	\$54.66	\$56.09	\$57.56	\$59.07	\$60.61	\$62.20	\$63.83
E81	\$41.93	\$43.33	\$44.78	\$46.28	\$47.83	\$49.44	\$51.09	\$52.80	\$54.57	\$56.00	\$57.47	\$58.97	\$60.52	\$62.11	\$63.73	\$65.40	\$67.12
E82	\$43.98	\$45.45	\$46.97	\$48.55	\$50.17	\$51.86	\$53.59	\$55.39	\$57.24	\$58.74	\$60.28	\$61.86	\$63.48	\$65.15	\$66.85	\$68.60	\$70.40
E83	\$46.03	\$47.57	\$49.17	\$50.81	\$52.52	\$54.28	\$56.09	\$57.97	\$59.91	\$61.48	\$63.10	\$64.75	\$66.44	\$68.19	\$69.97	\$71.81	\$73.69

*DBM's starting with C, D or E are salaried positions, not hourly. Salaried positions are not eligible for overtime pay.

effective 7/24/2017

Effective July 24, 2017, all employees shall be moved to the "closest next step" on the table(s) above. In cases where the change in compensation (calculated through December 31, 2017) may be less than 1% of the employee's annual base salary, the difference will be paid to the employee through a one-time payment. Effective January 1, 2018, all employees with a January anniversary date shall be moved to the next step on the new table. Effective July 1, 2018, all employees with a July anniversary date shall be moved to the next step on the new table (Steps will then proceed based on anniversary consistent with Section 2.1 of the Uniform CBA Supplement.)

Corrections Command (POLC)
APPENDIX A – Job Classifications & Pay Grades

Position Title	Pay Grade
SERGEANT	12% above the top step of B22, which applies to the Corrections Officer classification
CORRECTIONS SERVICES ADMINISTRATOR	10% above Sergeant

**ALLEGAN COUNTY/SHERIFF –AND- POLICE OFFICERS’ LABOR COUNCIL
(POLC) - CORRECTIONS SERVICES ADMINISTRATOR AND CORRECTIONS
SERGEANTS**

AGREEMENT TO MODIFY AND EXTEND CBA

An Agreement made this 19th day of July 2017, by and between Allegan County and Sheriff and POLC – Corrections Services Administrator and Corrections Sergeants, as follows:

1. The provisions of the existing 2017 collective bargaining agreement (“CBA”) shall remain unchanged except to the extent they are modified by the terms of this Agreement.

2. Nothing in this Agreement shall be retroactive unless specifically stated herein.

3. This Agreement is subject to ratification by the bargaining unit and the Employer.

4. The CBA shall be modified as necessary to reflect a new expiration date of December 31, 2019.

5. Modify Section 8.1 of the Unit Agreement by adding the following new indented paragraph at the end:

Effective July 24, 2017, the existing Appendix “A” containing wage rates shall be deleted and employees in this bargaining unit shall become covered by and paid in accordance with a new Appendix “A” made up of 1) the attached list of job classifications and pay grades; and 2) the attached Employer compensation schedule of annual steps.

Section 2.1 of the Uniform CBA Supplement shall be modified as necessary to be consistent with this change.

6. There shall be possible one-time payments each year as set forth in the attached 2018-2019 Wellness Participation Agreement.

7. The one-time cash payment called for by Paragraph #4 of the parties’ CBA Settlement Agreement concerning the 2017 CBA is rescinded and shall not occur. That paragraph shall immediately become null and void upon ratification of this Agreement. As noted on “Appendix A – Wage Rates,” in cases where the change in compensation (calculated through December 31, 2017) may be less than 1% of the employee’s annual base salary, the difference will be paid to the employee through a one-time payment.

8. The CBA shall be modified as necessary to eliminate the weekly maximum for short-term disability benefits under Section 11.1.

9. Modify Section 6.1 of the Unit Agreement as indicated below:

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

10. Add a new section 6.7 Shift Bidding to the Unit Agreement to read as follows:

Section 6.7. Shift Bidding. Employees may bid their shift assignment as follows:

- a. Bid notices shall be posted in November to be effective on the first work day of the first full pay period in January. Employees may select a shift assignment, 5a-5p or 5p-5a from the positions available by seniority. The schedule shall be posted 30 days prior to the beginning date of the new schedule.
- b. An employee's shift may be changed by the Sheriff to accommodate training schedules.
- c. Employees in a probationary employee status may be placed on a shift schedule at the sole discretion of the Sheriff.
- d. Employees may request to change their shifts by mutual agreement between the affected employees with the approval of the Sheriff/designee and provided that such shift change does not result in overtime liability for the Employer.
- e. Notwithstanding the provisions of this section to the contrary, the Sheriff reserves the right to administratively assign an employee temporarily or permanently to a particular shift when it is deemed necessary.
- f. The Sheriff may discontinue the shift bidding process with thirty (30) days' written notice provided to the Union Steward and the Bargaining Agent. Management and the Bargaining Unit Representative shall meet to discuss the impact and implications of the action. The decision of the Sheriff shall be final

and shall not be subject to challenge in any court, administrative tribunal or in arbitration as provided in this Agreement.

11. Add a new Section 8.2 Overtime Distribution to the Unit Agreement as to read as follows:

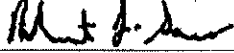
a. Scheduled Overtime. Scheduled overtime shall be rotated among employees who are available commencing with the employee with the greatest seniority and thereafter working down the seniority list.

b. Non-Scheduled Overtime. Employees may be required to work non-scheduled (mandatory) overtime by the Sheriff or designated supervisor. Non-scheduled overtime will be rotated among employees commencing with the employee with the lowest seniority

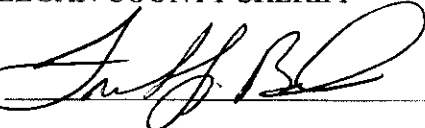
12. Modify the Unit Agreement Section 10.1 Application of Uniform CBA Supplement as indicated below:

The date for use in the "Seniority Preference for PTO Requests" provision is **January 1**.


ALLEGAN COUNTY

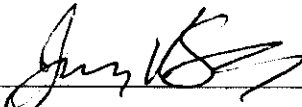
By:  Date: 7/19/17

ALLEGAN COUNTY SHERIFF

By:  Date: 11/1/17

POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS

By:  Date: 7/24/17

By:  Date: 11-1-17

ALLEGAN COUNTY

And

**POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS**

2018 AND 2019 WELLNESS PARTICIPATION AGREEMENT

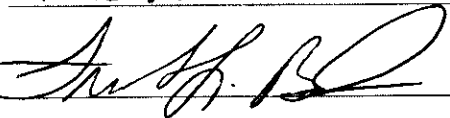
An Agreement made this 19th day of July 2017, by and between Allegan County and Sheriff and POLC – Corrections Services Administrator and Corrections Sergeants, as follows:

1. This Agreement shall cover 2018 and 2019 and shall terminate at midnight on December 31, 2019.
2. Nothing in this Agreement shall be retroactive unless specifically stated herein.
3. Each individual in the bargaining unit participating in the Employer's Wellness Program by October 1 of a year covered by this Agreement shall receive a one-time cash payment of \$300 for that year. The applicable cash payment described above shall be paid as soon as administratively feasible prior to December 31 of that year. The payment shall be made in a lump sum as part of the Employer's regular payroll system and will not be included in the employee's compensation for purposes of calculating benefits to which the employee may be entitled under any pension or other retirement plans. The Employer shall withhold from the payment all federal, state and local income taxes, social security, and other required deductions. All deductions will be consistent with the employee's current payroll deductions on file with the Employer.
4. Participation is defined as: During the period from October 1 of the immediately preceding year through September 30 of a year covered by this Agreement, completing an annual initial assessment/coaching session plus any and all recommended follow-up assessment/coaching sessions (one to four total sessions annually) based on personal health risk status from biometric assessment(s) and related health survey(s) per established protocol.
5. Individuals eligible to participate in the Employer's Wellness Program shall also be eligible for a fitness center fee waiver during the period from January 1, 2018, through December 31, 2019, and shall be granted access to the Employer's on-site fitness centers upon the Employer's receipt of a signed Allegan County Fitness Center – Membership Enrollment/Acknowledgement/Risk Assumptions form.

ALLEGAN COUNTY

By: 

Date: 7/19/17

By: 

Date: 4/1/17

**POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS**

By: 

Date: 7/24/17

By: 

Date: 11/17

LETTER OF AGREEMENT

Health Insurance Plans - 2018

This Letter of Agreement ("LOA") is entered into between ALLEGAN COUNTY ("Employer") and the POLC – Corrections Services Administrator and Corrections Sergeants ("Union").


The Employer and Union agree as follows:

1. Effective January 1, 2018, the deductibles for the HDHP HSA Plan 100% (Option 2) shall be \$3,500/\$7,000 instead of the deductibles listed in Section 6.1(b) of the Employer's Uniform Collective Bargaining Agreement Supplement.

2. Effective January 1, 2018, the deductibles for the HDHP HSA Plan 80% (Option 3) shall be \$3,500/\$7,000 instead of the deductibles listed in Section 6.1(c) of the Employer's Uniform Collective Bargaining Agreement Supplement.

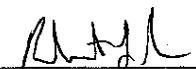
AGREED TO AND ACCEPTED BY:

POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS

By: 
Its: _____

Dated: 2/1/18

ALLEGAN COUNTY

By: 
Its: County Administrator

Dated: 2/6/18

ALLEGAN COUNTY

-and-

**POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS**

LETTER OF AGREEMENT

Changes to Uniform CBA Supplement

This Letter of Agreement ("LOA") is entered into between Allegan County ("Employer") and the POLC – Corrections Services Administrator and Corrections Sergeants ("Union").

In consideration of the mutual promises and undertakings of the parties, the parties agree to the following changes to the Employer's Uniform Collective Bargaining Agreement Supplement, which is incorporated by reference into the parties' 2017-2019 Collective Bargaining Agreement:

1. Modify Section 3.5 by adding a new paragraph reading as follows:

For purposes of this section, an unpaid leave of absence includes any pay period in which an employee receives (from straight-time regular hours worked, PTO hours used, holiday hours used, compensatory time off hours used, hours paid by short-term disability, and/or hours paid by Workers' Compensation) less than the employee's normal full amount of compensation.

2. Modify Section 5.3 by changing "26" to "30".
3. Modify Section 6.11 by changing the second paragraph to read as follows:

The Employer agrees to maintain the agreed-upon Employer contribution rates as outlined in this Article during all periods of FMLA in accordance with applicable laws. Further, the Employer agrees to maintain the agreed-upon Employer contribution rates as outlined in this Article 1) after all FMLA has been exhausted, for a period of up to 12 months; and/or 2) while an employee receives disability insurance benefits; provided the employee uses and records enough PTO time to cover the employee's deductions in each pay period during the month in which the coverage is to be continued. If the employee does not have sufficient PTO to cover the cost of the employee's deductions, the employee may pay the Employer to cover such cost. Any employee who does this shall make said payment prior to the last day of each pay period during the month in which the coverage is to be continued. If the employee does not timely pay the Employer to cover such cost the coverage shall end.

4. Modify Section 6.13 by deleting the second paragraph.

AGREED TO AND ACCEPTED BY:

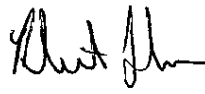
**POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS**

By:  Dated: 8-29-18
Its: _____

By:  POLC Dated: 8/30/18
Its: _____

ALLEGAN COUNTY

By:  Dated: 10/31/2018
Its: _____


County Administrator

11/5/2018

ALLEGAN COUNTY

-and-

**POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS**

LETTER OF AGREEMENT

Health Insurance Plans & Wage Adjustment - 2019

This Letter of Agreement ("LOA") is entered into between Allegan County ("Employer") and the POLC – Corrections Services Administrator and Corrections Sergeants ("Union").

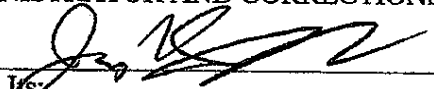
The Employer and the Union agree as follows:

1. Effective January 1, 2019, the following language shall apply instead of the language currently contained in Section 6.1(a)-(c) of the Employer's Uniform Collective Bargaining Agreement Supplement (and the Employer may modify the Uniform CBA Supplement accordingly):

- a. PPO Plan 70% (Option 1) – Deductibles are \$500/\$1,000 with 70% co-insurance provided after deductible.
- b. HDHP HSA Plan 100% Plan (Option 2) – Deductibles are \$3,300/\$6,600 with 100% co-insurance provided after deductible. The HDHP for this HSA shall meet and continue to meet all IRS requirements.
- c. HDHP HSA Plan 80% (Option 3) – Deductibles are \$3,300/\$6,600 with 80% co-insurance provided after deductible. The HDHP for this HSA shall meet and continue to meet all IRS requirements.

AGREED TO AND ACCEPTED BY:

**POLICE OFFICERS' LABOR COUNCIL (POLC) - CORRECTIONS SERVICES
ADMINISTRATOR AND CORRECTIONS SERGEANTS**


By: 
Its: _____

Dated: 11-8-18

By: 
Its: _____

Dated: 11/11/18

ALLEGAN COUNTY

By: 
Its: County Administrator

Dated: 11/13/18