

AGREEMENT

Between

THE COUNTY OF KENT
AND THE SHERIFF OF KENT COUNTY

-and-

THE KENT COUNTY DEPUTY
SHERIFF'S ASSOCIATION

Effective January 1, 2019 through December 31, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into and effective this 20th day of December 2018, to take effect January 1, 2019, by and between the COUNTY OF KENT and the SHERIFF OF KENT COUNTY, hereinafter referred to as the "Employer" or "County," and the KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as the "Association."

NOW, THEREFORE, the parties agree as follows:

RECOGNITION

Section 1.1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Association as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended by Act No. 379, Public Acts of 1965, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time employees employed in the Sheriff's Department of Kent County, classified and/or occupying the position of Corrections Sergeant, Corrections Officer, Transfer Officer, Court Security Officer, Scientific Support Unit Team Leader, and Scientific Support Unit Specialist BUT EXCLUDING the Sheriff, Undersheriff, Captains, Lieutenants, Chief Deputy, polygraph examiners and all other employees.

Should the title of the employees of the bargaining unit be changed for any reason, the change will have no bearing on the bargaining unit. The Employer will submit the proposed changes to the Association sixty (60) days prior to the effective date of change or when the changes become known to the Employer.

Section 1.2. Other Agreements. The Employer hereby agrees not to enter into any agreements with any other labor organization with respect to employees included in the collective bargaining unit described herein.

Section 1.3. Definitions. The words and phrases defined below shall have the meaning assigned herein.

- (a) Classification (or Class): Means a position or a group defined by a single specification as to duties, responsibilities, experience, training and educational background required, and is designated by a single title indicative of the kind of work.

- (b) Work Assignment: Means a position or post calling for specified duties to which an employee is assigned for a definite or indefinite period of time but which has not been designated as a work classification.

Section 1.4. Access to Information. The Employer agrees to provide the Association, upon written request, reasonable access to necessary materials and information in order for the Association to fulfill its responsibility in administering this Agreement.

ASSOCIATION REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize not more than seven (7) Sheriff Department employees as a collective bargaining committee. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances in accordance with the procedures established in this Agreement. Members of the collective bargaining committee shall also meet with County officials for the purpose of negotiating modifications to this Agreement. The Association may designate any full-time employee with one (1) year of bargaining unit seniority employed in the Sheriff Department to the collective bargaining committee. The Association shall furnish the Employer in writing the names of its collective bargaining committee members and alternates. The Association may designate alternates who shall serve only in the absence of committee representatives.

Section 2.2. Committee Lost Time. Employee members of the bargaining committee shall be paid by the Employer for time spent in negotiations with the Employer but only for the straight-time hours they would have otherwise worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the employee's regular work schedule hours which otherwise would have been worked by the committee member. The committee shall be allowed to meet one-half (½) hour before and one-half (½) hour after the scheduled negotiations meetings with Employer representatives.

The Sheriff and the Association President shall consult with each other prior to negotiation meetings regarding the acceptable protocol to be followed in determining whether and under what circumstances members of the bargaining committee scheduled to work either before or after bargaining sessions are to be excused from their regular schedule due to time spent in negotiations.

The parties agree that employee members of the bargaining committee will be allowed time off of their shift by the Employer for time spent in negotiations if it does not result in overtime. In the event that the committee member cannot be released because overtime would be required, the parties agree that the committee member will have the option of trading shifts with fellow members. In the event that this option is not available, the parties agree that the Kent County Deputy Sheriff's Association will be allowed to reimburse the Employer in order to allow the committee members to be present for contract negotiations.

Section 2.3. Association Rights. All employees covered by this Agreement shall have the right to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employer through representatives of their own free choice; provided however, that such rights shall be exercised consistent with and not in conflict with the terms of this Agreement.

Section 2.4. Association President. The Association President shall at his request during the annual shift-bid period, be assigned to the shift of his choice.

Section 2.5. Investigatory Interview. The parties agree to the following:

- (a) An employee who is called into an interview with a representative of the Employer and can reasonably anticipate disciplinary action stemming from the interview is entitled, upon his request, to have an Association representative present at the interview.
- (b) The employee has the right to be informed prior to the investigatory interview of the subject matter of the interview and nature of any charge or impropriety (not however, the specific rule or regulation violated).
- (c) An employee, who seeks to have an Association representative present, may, upon request, engage in a reasonable but brief pre-interview conference with the Association representative, or the request may come from the Association representative.
- (d) An Association representative shall be able to:
 - 1. Assist the employee by eliciting favorable facts, and save the Employer production time by getting to the bottom of the incident occasioning the interview.
 - 2. Assist the employee and may attempt to clarify facts or suggest other employees who may have knowledge of them.
 - 3. If requested by the Employer representative, the Association representative will delay his comments until the employee has given his statement.
- (e) An Association representative shall not disrupt the investigatory interview, and the Employer representative has no duty to bargain with the Association representative who attends the interview.

Section 2.6. Sergeant's Role in Investigatory Interviews. Sergeants performing their duties may be required to engage in fact finding in order to ascertain whether or not a Departmental rule, regulation or policy was violated. He shall turn these reports over to his immediate supervisor for the investigatory interview process and make no recommendations.

Section 2.7. Compulsory Statement (Garrity Rule). If the matter under investigation could lead to criminal charges, but the Departmental inquiry is not directed to obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employee's continued status with the Department, the employee shall be advised that the employee's Constitutional Rights prohibit coerced statements obtained in the threat of discharge from use in subsequent criminal proceedings against him. When the Employer advises the employee that such statements given will not be used against him in any subsequent criminal proceedings, the employee shall also be advised that:

- (a) The employee has the right to Association Counsel or Association representation during questioning;
- (b) The presence of Association Counsel or an Association representative will in no way, in and of itself, jeopardize his continued employment;
- (c) The questions must be narrowly and directly related to the performance of the employee's duties and the on-going investigation. The employee is required to fully and truthfully answer the questions.

Section 2.8. Garrity Form.

The Garrity Warning is to be used only when a member is being questioned about possible criminal matters and it has been officially determined that any self-incriminating statements that the member makes will not be used against the employee in a criminal prosecution.

Employee: _____

Case No.: _____

Date: _____

Interviewer: _____

Time Started: _____

Others Present: _____

Time Ended: _____

Garrity Warning

At this time I am going to question you about (state the nature of the matter under investigation). This questioning concerns administrative matters relating to the official business of the Kent County Sheriff's Department. I am not questioning you for the purpose of instituting a criminal prosecution against you. During the course of this questioning, even if you do disclose information which indicates you may be guilty of criminal conduct, neither your self - incriminating statements nor the fruits of any self-incriminating statements you make will be used against you in any criminal legal proceedings.

Since this is an administrative matter and any self-incriminating information you may disclose will not be used against you in a criminal legal proceeding, you are required to answer my questions fully and truthfully or be subjected to discharge.

You have the right to counsel or Association representation during questioning.

The presence of counsel or an Association representative will in no way, in and of itself, jeopardize your continued employment.

Do you understand what I have just explained to you?

Do you have any questions concerning what I have just explained to you?

Section 2.9. Leave for Association Business. Members of the Association Executive Board shall be granted up to ten (10) days leave of absence per year to attend Union conventions and seminars provided, however, that reasonable advance notice is given and such leave does not interfere with the personnel requirements of the Sheriff's Department. Such leave shall be without pay, however, seniority and fringe benefits shall continue to accumulate during such leave.

The parties agree that when members of the Association Executive Board are granted leave for Association Business in accord with Section 2.9, the leave will be paid as follows:

- A. The leave time will not be deducted from the members regular pay
- B. The Sheriff's Department will bill the Association for the leave time; i.e., hourly rate and FICA; and
- C. The Association will reimburse the Employer for their expense incurred.

ASSOCIATION SECURITY AND CHECKOFF

Section 3.1. Dues Deduction Authorization. Employees choosing to become a union member may authorize deduction of union dues/fees/assessments from their paychecks by signing an authorized payroll deduction card. Deductions shall continue until such time as the employee gives written notice to the Employer and to the KCDSA revoking the authorization. A revocation of a prior authorization for deduction cannot be retroactive, and will take effect as of the beginning of the first full payroll period following the Employer and Union's receipt of the written notice of revocation.

Section 3.2. Checkoff. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Association's dues subject to all of the following subsections:

- (a) The Association shall obtain from each of its members a completed Checkoff Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretations(s) made thereof.
- (b) All Checkoff Authorization Forms shall be filed with the Employer's Human Resources Director who may return any incomplete or incorrectly completed form to the Association's treasurer, and no checkoff shall be made until such deficiency is corrected.
- (c) The Employer shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Association.
- (d) The Employer's remittance will be deemed correct if the Association does not give written notice to the Employer's Administrator within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- (e) The Association shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of the Association dues, fees, assessments to be deducted from the wages of County employees as in accordance with this Section. Any change in the amounts determined will also be provided to the Human Resources Director at least (30) days prior to its implementation.
- (f) The Association agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Association dues or in reliance on any list, notice, certification, or authorization furnished under this Section. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

RIGHTS OF THE EMPLOYER

Section 4.1. Reserved Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer within the department, assign, and retain employees in positions within the County consistent with the employee's ability to perform the assigned work. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer has the right to determine the method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers thereof. The Employer shall also have the power to make

reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

Section 4.2. Maintenance of Rights. Nothing contained herein or within the Rules, Regulations, Policies and Procedures of the County of Kent and/or Sheriff of Kent County shall be construed to deny or restrict any employee covered by this Agreement, or the Association, rights each may have under the laws of the State of Michigan or the United States, or the Constitution of Michigan and the United States.

GRIEVANCE PROCEDURE

Section 5.1. Definition of Grievance. For the purpose of this Agreement "grievance" means a dispute regarding the meaning, interpretation or alleged violation of the Agreement, Letters of Understanding, or the reasonableness of the Department's rules and regulations under Section 5.12. A grievance under the Agreement may be initiated by employees in the bargaining unit either singularly or jointly or by the Association under Section 5.7.

Section 5.2. Grievance Procedure. An employee having a grievance shall present it to the Employer as follows:

Step 1. Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he shall discuss it with a jail Lieutenant or jail Captain within five (5) days after the employee received actual notice or should have known of the events giving rise to the grievance. The employee may have a representative of the collective bargaining committee present.

Step 2. Written Procedure. If the grievance is not resolved, a member of the collective bargaining committee shall reduce the grievance to writing and present it to the Corrections Division Commander within seven (7) days after the Step 1 meeting. The grievance shall be dated and signed by the aggrieved employee, and his representative shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Corrections Division Commander receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the representative who signed the grievance, insofar as practical, and the Corrections Division Commander to discuss the grievance. The Corrections Division Commander will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

Step 3. If the answer of the Corrections Division Commander is not satisfactory to the grievant, the grievance may be referred to the Association Grievance Chairperson, who may submit his appeal to the Sheriff indicating the reasons why the written answer of the Corrections Division Commander is unsatisfactory. Any such appeal must be made within fifteen (15) days of receipt of the written answer in Step 2. A meeting between no more than three (3) members of the collective bargaining committee of the Association and the Sheriff, and the Human

Resources Director, or their designated representative, will be arranged to discuss the grievance appealed. Said meeting is to be within ten (10) days from the date when received by the Employer. The Employer shall answer the grievance within seven (7) days of the date of the meeting at which the grievance was discussed.

Step 4. In the event that the grievance is not satisfactorily resolved in Step 3, the Association may request arbitration of the unresolved grievance which is arbitrable by giving written notice to the Employer of its intent to arbitrate, within thirty (30) days following receipt of the Employer's answer in Step 3.

Section 5.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Association, thereafter the Association shall file a Request for Arbitration Panel with the FMCS, requesting Michigan arbitrators only. An arbitrator shall be selected from the panel provided by FMCS by making alternating strikes, with the last remaining arbitrator being selected to serve. The Employer shall make the first strike in the first case filed under this provision, and thereafter the first strike shall be made on an alternating basis. Upon selection of an Arbitrator under this provision, the Union or the Employer shall notify the Arbitrator of his/her selection, and request that an arbitration hearing date be scheduled. Alternatively, the Association and the Employer may agree to obtain a panel of arbitrators from MERC.

The fees and expenses of the arbitrator will be split equally between the Employer and the Union. The use of a court reporter will be permitted at the request of either party. A copy of the transcript will be provided without cost to the party not requesting the court reporter. The decision of the Arbitrator shall be due within thirty (30) days after submission of post-hearing briefs, or within thirty (30) days after the hearing if no briefs are filed.

Section 5.4. Pre-Arbitration Conference. The parties may agree to meet a minimum of forty-five (45) calendar days prior to any scheduled arbitration.

Section 5.5. Witnesses. If the Employer or the Association requests that the aggrieved employee or other persons are necessary, they shall be present at the hearing, or at any step or steps of the grievance procedure; provided, however, that if a witness is on duty, he will be excused after giving his testimony so that he can promptly return to duty.

Section 5.6. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be at all times wholly governed by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The Association acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement and the arbitrator may not substitute his judgment for that of the Employer. He shall have no authority to rule upon job descriptions, work assignments, work standards or personnel requirements. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitration award shall not be retroactive earlier than the date that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the Association, the Employer and its employees; provided, however, either party retains all

legal rights to challenge arbitration and decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or other unlawful means.

Section 5.7. Association Grievance. Grievances on behalf of the Association shall be filed by the President or Vice President of the Association and shall be processed starting with the second step of the grievance procedure within fifteen (15) days of the date that the Association received actual notice or should have known of the events giving rise to the grievance.

Section 5.8. Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, the grievance shall be processed starting at the third step of the grievance procedure. The grievance shall be submitted within seven (7) days of the date the Association is notified of the disciplinary suspension or discharge. A meeting will be held between the Association representative and the Sheriff or his representative within eight (8) days of submission of the grievance to discuss the grievance.

Section 5.9. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, including arbitration if the Association so requests. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 5.10. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 5.11. Grievance Form. The grievance form shall be mutually agreed upon.

Section 5.12. Rules and Regulations.

- (a) The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards or the performance of their duties. The Employer agrees to submit to the Association President any changes or additions to the rules and regulations for comment or suggestions at least ten (10) days prior to the official promulgation or effective date of said amendment or modification. The Association may, within five (5) days after receiving notice, invoke the special conference procedure of this Agreement, in which event a special conference will be held within fifteen (15) calendar days after request for same. The Association may challenge the reasonableness of said rules and regulations by filing a grievance at Step 2 within seven (7) days after the rules or regulations have been established and the Association has received written notice thereof.
- (b) In the event that the Sheriff or the County promulgates a major revision of its rules and regulations concerning the conduct of their employees and/or the standards of performance of employees' duties, the seven (7) day period provided above shall be forty-five (45) days or such other time as the parties mutually agree.

Section 5.13. Special Conference. The Employer and the Kent County Deputy Sheriff's Association agree to confer on matters of special concern to the parties upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. The Association shall be represented by not more than four (4) members of the collective bargaining committee. The Employer and the Association may have non-employee representatives present if desired.

Section 5.14. Lost Time. The Association representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (½) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

The members of the collective bargaining committee shall be allowed time off their jobs without loss of pay to investigate a grievance which has been presented in writing upon having received permission from his supervisor. The supervisor will normally grant permission and provide sufficient time to the members of the collective bargaining committee to leave their work for these purposes subject to the conditions that this privilege does not unreasonably interfere with the operation of the Department. The Association agrees that this privilege will not be abused. The Employer agrees to compensate representatives of the Association at their straight time regular rate of pay for all reasonable time lost from their regular schedule of work due to mutually agreed upon meetings with the Employer and grievance administration in accordance with the grievance procedure.

DISCHARGE AND DISCIPLINE

Section 6.1. Just Cause. The Employer agrees that they shall not discipline or discharge an employee except for just cause.

Section 6.2. Association Representation. At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may and is encouraged to request the presence of an Association representative. The Employer must, if requested by the employee, allow sufficient time for the employee to arrange to have Association representation.

Section 6.3. Notice of Charges. Written notice of disciplinary action or discharge shall cite the specific sections of rules and regulations and/or appropriate law(s) which the employee is alleged to have violated.

Section 6.4. Written Notice. An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification in writing. For informational purposes only, the Association shall be given a copy of such suspension or discharge notices.

Section 6.5. Disciplinary Record. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by an employee, supervisor, or any other Employer representative or Department or Division Head in the employee's personnel record which relates to, is or may be made the basis for the disciplinary action up to and including the discharge of such employee by the Employer.

Section 6.6. Association Consultation. An employee who has been discharged may consult with his Association representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the Employer's operations.

Section 6.7. Employee Right to Know. An employee shall be entitled to personnel information in accordance with the Employee Right to Know Act. An employee who is disciplined may submit a Statement of Response, consistent with the "Bullard-Plawecki Employee Right to Know Act," to his supervisor, a copy of which shall be attached to the Employer's copy of the disciplinary action.

Section 6.8. Use of Personnel Record. If an employee's work record is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions more than two (2) years old in imposing discipline, unless the prior infractions are directly related to the current violations in which event the Employer will not take into account any prior infractions more than four (4) years old.

Section 6.9. Counseling Memoranda. The Association acknowledges that counseling memoranda may be utilized by the Employer to communicate job deficiencies to employees. Counseling memoranda shall not be construed as disciplinary action and shall not be subject to the grievance and arbitration procedure set forth in the Collective Bargaining Agreement. Counseling memoranda shall not remain in effect for more than six (6) months from the date it is issued.

In the event that counseling memoranda is utilized by the Employer, they shall be in writing, with a copy provided to the affected employee and the Association. Counseling memoranda shall not be placed in an employee's personnel file unless within six (6) months following issuance of the counseling memoranda, the employee receives discipline for conduct which was addressed in the counseling memoranda, in which event the latter shall be attached to the discipline and be subject to Section 6.8.

Section 6.10. Investigative and Administrative Leaves of Absence.

- A. During the period that the Employer(s) are investigating alleged misconduct by an employee, the Employer(s) may place the employee on an administrative leave of absence, without any loss of pay or benefits, while the investigation is ongoing.

An employee placed on such an administrative leave of absence will not be eligible to work any overtime during the period of the administrative leave of absence.

- B. If the employee is ultimately discharged, and said discharge is not appealed to grievance arbitration, or if the grievance is appealed and the discharge is upheld by the grievance arbitrator, the time spent on the administrative leave of absence shall be charged to the employee's vacation bank.
- C. If the employee is ultimately suspended without pay, and said suspension is not appealed to grievance arbitration or if the grievance is appealed and the suspension is upheld by the grievance arbitrator, up to the length of the suspension shall be charged to the employee's vacation, holiday and paid time off banks (in that order), and shall be counted towards fulfillment of the suspension without pay period.
- D. No employee shall under any circumstances be suspended without pay during the pendency of an investigation by the Employer(s). However, this does not apply during any period that the employee would be off-duty notwithstanding the pending disciplinary investigation, such as but not limited to suspension of LEIN privileges.

PROHIBITED ACTIVITY

Section 7.1. No-Strike-No Lockout. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Kent County Deputy Sheriff's Association therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Kent County Deputy Sheriff's Association further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the County, as long as this contract is in force. During the life of this Agreement, the Association shall not cause its members nor shall any member of the Association engage in any strike, because of a labor dispute between the County and any other labor organization. The Employer agrees not to lock out its employees during the term of this agreement.

Section 7.2. Penalty. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Association acknowledges that discharge is an appropriate penalty for the violation of Section 7.1.

Section 7.3. Affirmative Action. The Association agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

HOURS OF WORK AND OVERTIME

Section 8.1. Tour of Duty - Workday. The official tour of duty shall be two consecutive weeks beginning at 12:01 a.m. Monday and consist of eighty (80) hours of work (or 84 hours as provided under Section 8.3 '12-Hour Work Schedule'). The official workday shall be 8, 10, or 12 consecutive hours, inclusive of a meal period, in any one (1) 24-hour period.

At least 30 days prior to the annual shift bid, the Employer shall post the positions to be maintained for the upcoming year for the Main Jail, Court Security and Transfer Crew, showing in the posting those positions to be 12-hour day shift and 80 hours/pay period with start/end times; those positions to be 12-hour day shift and 84 hours/pay period with start/end times; those positions to be 12-hour night shift and 80 hours/pay period with start/end times; those positions to be 12-hour night shift and 84 hours/pay period with start/end times; those positions to be 10-hour shifts with work days and start/end times; and those positions to be 8-hour day, second, and third shifts with start/end times.

Nothing in this Agreement shall be construed to impair the Employer's right not to fill a posted position. The Employer agrees not to reduce the hours in the tour of duty or the workday for full-time employees, instead of resorting to the layoff procedure set forth in this Agreement.

Section 8.2. Work Schedule. The work schedule which has been established by the Sheriff shall remain and be posted so that employees are scheduled eighty (80), or eighty-four (84) as provided under Section 8.3, '12-Hour Work Schedule', hours of work per 14-day tour of duty with eight (8), ten (10), and twelve (12) consecutive hours of work per workday, including a lunch period.

Notwithstanding this Section, employees on administrative assignment, except the Transfer Crew and Court Security, shall be normally on an 8 a.m. to 5 p.m. workday with a one hour non-paid lunch period.

Section 8.3. 12 Hour Work Schedule. For those employees within the Main Jail who are assigned to a 12-hour work schedule, the following will apply:

Deputies assigned to the 80 hour day or night shift positions shall have one shift in every 14-day tour of duty eight (8) hours; they shall receive, in addition to their regular salary, time-and-one-half overtime pay for overtime hours beyond the 80 regularly-scheduled hours, with paid time off counted as hours worked as provided under Section 8.4(a).

Deputies assigned to the 84-hour day or night shift positions shall receive, in addition to their regular salary, straight time pay for their regularly-scheduled hours between 80 and 84 hours, and time-and-one-half pay for overtime hours beyond the 84 regularly-scheduled hours, with

paid time off counted as hours worked as provided under Section 8.4(a).

The maximum number of hours an employee may work in any one twenty-four (24) hour period are:

- (a) Absent Department necessity, employees will not be allowed to work more than sixteen (16) hours in any one twenty-four (24) hour period.
- (b) Employees are to be given at least eight (8) hours between shifts whenever possible.
- (c) Employees are to notify the Department if working their assigned shift will put them over the above guidelines because of court time or special assignment or any other extenuating circumstances.

Section 8.4. Overtime.

- (a) Overtime shall be paid at the rate of time and one-half (1 ½) the employee's straight-time hourly rate (annual salary divided by 2,080 hours) for all hours actually worked in excess of eighty (80) hours, or eighty-four (84) as provided under Section 8.3 '12-Hour Work Schedule', in any one 14-day tour of duty. Paid time for the following reasons shall be counted as hours worked for the purpose of computing an employee's overtime work: holidays, vacation days, paid time off (PTO), funeral leave, witness leave, jury duty leave, doctor/dental time and compensatory time. Overtime pay shall not be duplicated nor shall an employee receive compensatory time off and overtime pay for the same overtime hour(s) worked. Notwithstanding the foregoing, a single day use of unscheduled PTO shall not be counted as hours worked for the purpose of computing an employee's overtime work at time-and-one-half pay.

Any employee working overtime outside their regular work schedule on the following actual holidays shall be compensated at double time their regular straight time rate for all hours worked on the holiday outside their regular work schedule: Memorial Day, 4th of July, Thanksgiving Day, Christmas Eve, Christmas Day.

- (b) Voluntary overtime will be distributed in the following manner:
 - 1. There shall be a separate overtime calendar for each bid group except for overtime in which a formal posting is done.
 - 2. The bid groups shall be:
 - a. Correction Officers – Main Jail
 - b. Court Security/Transfer Crew
 - c. Corrections Sergeants
 - d. Classification Officers

3. Employees may sign up for available overtime which may arise on any shift and in any bid group. Sergeants are not eligible for a Deputy position except as otherwise specified in section 8.4 (c) and Section 8.4 (e).
4. In the event the Employer is aware of the need for overtime at least one hour in advance of the shift or in the event of an overtime posting, overtime will be awarded to those who signed the overtime calendar (for un-posted overtime) or who signed the posting (for posted overtime), in the following manner:
 - a. First, to those who are in the bid group in which the overtime has arisen, and who are on a regularly scheduled day off on the day the overtime is to be worked, in order of greatest bargaining unit seniority (rank seniority for sergeants).
 - b. Second, to all others who are in the bid group in which the overtime has arisen and who are not on a regularly scheduled day off on the day the overtime is to be worked, in order of greatest bargaining unit seniority (rank seniority for sergeants).
 - c. Then, to all others (regardless of bid group) in order of greatest bargaining unit seniority (rank order for sergeants).
5. The Employers shall have no monetary liability for violations. However, the Employers shall hold all personnel responsible for complying, including discipline for non-compliance except for good faith, honest mistakes.
6. Limitations:
 - a. The Employer reserves the right to deny overtime to an employee in any pay period during which the employee is off on disciplinary suspension. In addition, an employee is exempt from mandatory overtime in any pay period during which the employee is off on disciplinary suspension, until the next pay period.
 - b. If an employee signs the overtime calendar and refuses the offered overtime, or is called during the two-hour period immediately preceding the start of the overtime for which the employee signed up and the employee does not answer the call, the employee shall be ineligible for the overtime for the next 30 days, unless otherwise directed.
 - c. Notwithstanding the above, Sergeants are not eligible for overtime outside their bid group, except as provided in (c) "Sergeant Overtime" below.

- d. The Employer may bypass any employee who signed the posting if the employee lacks the necessary qualifications or lacks the physical ability needed to perform the overtime work.
7. There shall be a maximum cap of 24 hours per pay period for overtime worked. In addition, any employee who goes off payroll shall not be eligible for overtime for a period of thirty (30) days immediately following his/her return to work, unless the employee was off work on an FMLA leave.
- (c) Sergeant Overtime.
- 1. Sergeants may be utilized to perform Deputy work on an emergency overtime basis in the main jail only after all the steps set forth below have been complied with but have failed to produce sufficient Deputy staffing in the main jail.
 - i. The voluntary overtime process set forth in Section 8.4 (b) has been exhausted.
 - ii. A radio/intercom announcement to all on-duty Deputies of the available overtime has been made.
 - iii. A text/email blast to all Deputies in the bargaining unit notifying of the available overtime has been made.
 - iv. Notwithstanding section 8.3 mandatory holdover overtime of deputies has been implemented, to the extent that it would not cause any held over employee to have less than 8 hours off work before his/her next work shift begins.
 - v. The Sergeant shall complete a checklist documenting that the above steps have been exhausted and have failed to produce sufficient deputy staffing in the main jail. The completed checklist shall be discussed with jail administration, who shall verify that all the above steps have been exhausted.
 - 2. If necessary to cover a main jail staffing shortage while the above steps are taken, a temporary mandatory holdover may be utilized provided that the held over employee(s) shall be relieved from duty as soon as possible under the procedures set forth above.
 - 3. As in the past, employees who are mandatorily held over for overtime shall get credit for same under the mandatory overtime equalization system.
- (d) Whenever an employee is mandated to work overtime, the employee shall receive time and one half overtime pay regardless of any time off that the employee has

taken, paid or unpaid, provided the employee does not use a single day unscheduled PTO after working the mandatory overtime in the same pay period.

- (e) MDOT Overtime. Effective June 1, 2002, selection of officers to provide highway clean-up supervision in an overtime status (commonly referred to as MDOT overtime), shall be governed by the following guidelines:
1. Officers within the entire Corrections Division who desire this overtime assignment may bid for same on their regularly scheduled pass days off. With permission, an employee may take his Friday holiday on his scheduled long weekend or paid time off and still be eligible for sign up of MDOT overtime. An employee shall not be eligible for more than twenty-four (24) hours of MDOT overtime per pay period subject to the provisions of Subsection 6 below.
 2. Volunteers will be identified by offering an overtime sign-up list that identifies the needed hours and dates of the overtime. An employee may not be awarded overtime on two separate overtime sign-up lists for the same date.
 3. The overtime sign-up list shall be located in one central reoccurring location within the Corrections Division. Officers who are assigned to a detached/distant work location such as Circuit Court, etc., may sign-up by telephone. No work location shall have any priority to the sign-up list or have preferred selection to the overtime assignments.
 4. In the event that more than one officer signs up for the same overtime date and time, selection shall be made on the basis of bargaining unit seniority. Sergeants shall compete for the overtime based on bargaining unit seniority and rank seniority shall not be considered.
 5. The Officer awarded the overtime is the Officer that must work the overtime. If an officer signs up for the overtime and has an unexcused absence, he shall forfeit MDOT overtime until the next posting.
 6. In the event that there is no volunteer for a needed overtime date and time, the supervisor may fill the opening by assignment.

Section 8.5. Call-In. An employee called in for duty or for a Court appearance which is not contiguous to his regular schedule of work shall be guaranteed two (2) hours at time and one-half (1 ½) his regular rate of pay. If the employee is paid for Court time, any witness fees and mileage due the employee shall be paid to the County. If the employee uses his personal vehicle, he may retain mileage fees.

Section 8.6. Training.

The Employer agrees that the employee's work schedule/hours shall not be changed, absent a minimum of five (5) days notice in advance of that change, for the purpose of training. In the

event that the Employer does not provide the minimum five (5) days notice, the employee will attend the training session, work the regular days off/hours, and be paid overtime at the rate of time and one-half (1 ½) the employee's straight-time rate.

All hours spent by an employee in mandatory training shall be considered hours worked for the purposes of computing overtime under this Agreement.

Section 8.7. On-Call Premium. In order to provide coverage for services during off-duty hours, the Employer may require the assignment and scheduling of Scientific Support Unit Specialists for on-call duty. Employees shall be notified of the reason for the on-call status and when the reason for the on-call status terminates, the employee shall be promptly notified. An employee assigned to on-call duty shall be required to remain immediately available through reasonable pre-established methods of communication, to report for work within a reasonable period of time as determined by their supervisor, and to perform normally-assigned duties.

The Scientific Support Unit Specialists assigned to on-call duty will be compensated at the rate of one (1) hour of straight-time pay for each six (6) hours of on-call duty, prorated for any portion of six (6) hours. Employees required to return to work while in scheduled on-call status will receive call-in pay in accordance with Section 8.4 of this Agreement.

In the event that other members of the bargaining unit are placed on an on-call status, the parties will meet and confer concerning the on-call premium.

Section 8.8. On-Duty Injuries. If an employee is injured while on the job and required to leave the job by a medical authority or supervisor, she/he shall be paid for the whole day. In the event that an employee is the subject of an aggravated assault, and the injury occurs at or near the end of the injured employee's shift and the employee seeks medical assistance, he will be paid their straight-time rate provided in this Agreement for up to four (4) hours or until the employee is admitted to the hospital, whichever occurs first, after the end of the employee's shift.

SENIORITY

Section 9.1. Definition of Service/Seniority.

- (a) Service, for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within the Kent County or the Courts of Kent County. Continuous service is defined as that time actually spent on the active payroll of the County of Kent (including County Courts) plus approved leaves of absence, unless otherwise provided in this Agreement.
- (b) Rank seniority shall be defined as the length of the member's continuous service in rank commencing from his/her last date of promotion within his rank.
- (c) Bargaining Unit seniority shall be defined as the length of the employee's continuous service within the bargaining unit.

- (d) Each respective type of seniority shall be utilized as a method of preference for only those matters as specified within this Agreement.
- (e) All types of service and seniority shall continue to accumulate during all approved leaves of absence.
- (f) Tie-breaking Seniority. Employees hired on the same date shall be placed on the seniority list in alphabetical order of surnames at last date of hire. Employees promoted in rank on the same date shall be placed on the respective seniority list by first using bargaining unit seniority, and if hired on the same date, shall be placed on the seniority list in alphabetical order of surnames at the date of hire.
- (g) Unit members promoted within the Sheriff's Department to a position outside of the bargaining unit shall retain all accumulated bargaining unit seniority, inclusive of rank seniority if applicable, and will be credited with such seniority upon re-entry into the bargaining unit.
- (h) Unit members who are laterally transferred to the Patrol Division shall retain all accumulated bargaining unit seniority and shall accumulate bargaining unit seniority (inclusive of rank seniority if applicable) during the first twelve (12) months (probationary period) of their transfer with return rights to this bargaining unit. After twelve (12) months, the unit member will no longer have nor accumulate bargaining unit seniority inclusive of rank seniority if applicable.

Section 9.2. Probationary Period. All new bargaining unit employees shall be considered probationary employees for a period of twelve (12) months (not including any absence from work of a full workweek or more other than scheduled vacation time, even if paid), after which time their bargaining unit seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without regard to this Agreement. The probationary period may be extended by mutual agreement.

Section 9.3. Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- (a) He resigns or quits.
- (b) He is discharged or terminated.
- (c) He retires.
- (d) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.

- (e) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, unless otherwise excused.

Section 9.4. Promotions to Sergeant. The purpose of the promotional procedure is to establish a promotion system for deputies of the Kent County Sheriff's Department as directed and approved by the Sheriff. The promotion procedure will be for sergeant positions.

A. Closed Program:

- 1. Promotion means to advance from a lower paid rank to a higher paid rank. This program involves the upward movement of selected personnel from within the department to the rank of sergeant.
- 2. Each promoted employee must be a current member of the department and must meet all the eligibility rules of the promotional procedure.

B. Program Design

The promotional exam shall consist of a written examination, a peer evaluation, and an oral board.

C. Testing Cutoff:

- 1. An applicant must score a minimum of 70% on the written examination in order to proceed to the peer examination.
- 2. An applicant must score a minimum of 70% on the peer evaluation in order to proceed to the oral board.
- 3. An applicant must score a minimum of 70% on the oral board in order to be added to the roster.
- 4. Scoring shall be accomplished as soon as practicable after the testing process is completed.

D. Roster:

- 1. For each rank position which is open and which is to be filled as determined by the Employer, a roster of applicants who have satisfied the conditions of this promotional procedure shall be maintained for a period of two (2) years.
- 2. The list will be organized alphabetically and no scores will be shown. The Sheriff may select from the entire list.

3. An eligible deputy may participate in more than one promotional examination and be on more than one roster. An employee may remain on the roster even if he declines the promotion.

E. Examination Period:

Written examinations will be given, when Sergeant positions are open, but in no event more than once every two (2) years unless the promotional roster has been exhausted. Notwithstanding the above, the Sheriff may terminate a current promotional roster, and schedule examinations to establish a new promotional roster, if there are less than five (5) names on the roster.

F. Probation:

1. Commencing the first full pay period following promotion, the promoted deputy shall receive the rate of the new rank or classification at the same step paid the deputy prior to the promotion.
2. All promoted employees shall be on probation for a period of six (6) months immediately following promotion.
3. During such probationary period, the Sheriff may demote the employee to his former rank or the deputy may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank.

G. Notification-Posting:

1. Examination notices for competitive promotion shall be posted on the bulletin boards throughout the department for a minimum of forty-five (45) days prior to the examination date. Materials identified as the subjects to be covered in both the written and oral examinations shall be made available to the competing Deputies. Such notice shall include the subjects to be covered in the written and oral examinations.
2. Deputies eligible to compete shall submit their letters of intent to participate to the Sheriff no later than ten (10) days prior to the examination date.

H. Eligibility:

1. Bargaining Unit Members: A deputy must have worked as a Corrections Deputy at the Kent County Sheriff's Office not less than six (6) years at the time of the written examination.

I. Written Examination:

The content of any written examination will be scaled appropriately to the level of the position being considered. All written tests will be structured and administered to each given rank level. Written tests will be designated a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted. Personnel will be advised well in advance of testing as to the nature of the test to be administered. The Sheriff shall prepare the written examination or secure it from a professional testing agency.

J. Examination Procedure:

1. Any deputy has the right to examine the results of his own examination.
2. These documents are confidential, and they cannot be removed from the files, except as set forth in the following paragraph.
3. The contents of promotional documents will be made known only to the Sheriff and his designated representatives and the deputy himself and his designated representatives.

K. Oral Board:

The oral board shall consist of:

1. Sheriff or his designee
2. Up to two (2) Division or Bureau Heads
3. A command officer of equal or higher rank from another law enforcement department.
4. A Sergeant in the KCDSA bargaining unit mutually selected by the Sheriff Department and the KCDSA.

L. Peer Evaluation:

1. All applicants who have successfully passed the written examination will be subject to a 360 evaluation.
 - a. The 360 evaluation will consist of a series of topics used to determine the applicant's ability to succeed as a supervisor.
 - b. The evaluation topics will be determined by the Sheriff and/or his designee along with the Union President and/or his designee and will be based on the knowledge,

organizational skills, leadership, communication and interpersonal skills needed to be an effective supervisor.

- c. The evaluation will consist of ten topics and will be scored on a scale of 1-10, with an option to not score each individual question if the subject completing the evaluation accurately answer the question. There will be a space provided at the end of each question to allow a further explanation of their scoring.
- d. A total of 25 evaluations must be completed for each applicant.
- e. The Sheriff and/or his designee will be responsible for distributing up to 10 of the applicant's evaluations, which shall include all of the applicant's current supervisors and any supervisor the applicant had for the past five years.
- f. If the Sheriff is unable to identify a total of 10 supervisors, the remainder of evaluations will be distributed to persons of the applicant's choosing.
- g. No evaluations will be completed by an immediate family member of the candidate. The term "immediate family member" shall be a person holding the following relationship to the employee, whether that relationship is natural, adoptive, step, foster; or any other person related by blood or marriage who resides in the employee's household, or whom the employee has been assigned legal responsibility: Spouse, Child, Parent, Sister, Brother, Grandparent, Daughter-in-law, Son-in-law, Parent-in-law, Sister-in-law, Brother-in-law, or Grandchild.
- h. No evaluations will be distributed to any persons who are currently a candidate in the promotional process.
- i. All evaluations will be distributed electronically to all parties required to complete the evaluation CC to the Union president. The evaluations will be collected by the Office of the Sheriff, but will remain sealed until opened and tabulated as described below.
- j. All evaluations distributed will need to be returned within 7 business days, to a locked central depository which will remain secured until opened by the Sheriff and/or his designee and the Union president and/or his designee to compile the evaluation results.
- k. Once the evaluations are compiled, the total points obtained from all evaluations will be totaled and divided by the number of evaluations completed. Any evaluation topic that is not completed will not be considered for calculation purposes. The evaluation with the highest overall score and the evaluation with the lowest overall score will not be considered for calculation purposes.

Section 9.5. Shift Preference. Employees assigned to the two (2) Divisions (Corrections and Service [Scientific Support Unit]) shall be allowed to select their shifts by bidding in accordance with their bargaining unit or rank seniority, whichever is appropriate, in the following manner:

(a) All groups shall bid on a shift assignment once a year, to be completed by the 3rd Monday in September, with the transfers to the preferred shift to occur on the Monday of the first full pay period in January. All shift bids will identify the separate group for bidding and the hours of work at the location.

1. Corrections Division: Employees within each of the four (4) bid groups therein shall be assigned to their preferred shift provided the employee has the greater bargaining unit seniority. Sergeants shall utilize rank seniority. The four (4) bid groups therein are:

- a. Corrections Sergeants
- b. Corrections Officers
- c. Classification Officers
- d. Court Security/Transfer Crew

2. Services (Scientific Support Unit): Will consist of one (1) bid group: Scientific Support Unit Specialists. Scientific Support Unit Specialists shall utilize bargaining unit seniority.

- (b) Members shall be assigned to their preferred shift provided the employee has the greater bargaining unit seniority. The Sheriff reserves the right to assign employees to a designated shift notwithstanding their bid if there are insufficient number of employees to fill the Sheriff's position allocations by utilizing the inverse order of bargaining unit seniority if there are not sufficient volunteers.
- (c) Employees will bid for vacations following their bid for shifts. The bid shift assignment list will be posted by the First Monday in October.
- (d) Employees shall not be allowed to bid a work assignment.
- (e) Whenever there is a vacancy in any Division where shift bidding is utilized, after the annual shift bid has been completed and the vacancy is to be filled, there shall be a shift bid for that opening plus one additional opening, utilizing bargaining unit or rank seniority, whichever is appropriate.
- (f) Shift preference, as provided herein, shall not diminish the right of the Sheriff to make administrative changes in personnel to another shift, if he deems it necessary.
- (g) In the annual shift bid, employees will indicate their preferred letter assignment, or indicate if they have no preferred letter assignment. The Department will

make a good faith effort to assign the employee his/her preferred letter assignment.

- (h) Before any employee's existing letter assignment is changed other than at the request of the employee, the Department shall first make a good faith effort to find volunteers for the letter assignment.

Section 9.6. Transfers. All reclassification transfers, whether inter-divisional or not, and work assignment transfers, excluding rank promotions, shall be administered in the following manner:

- (a) There are two types of transfers: (a) one classification to another called reclassification, and (b) one work assignment to another. Both types of transfers may be intra- and interdivisional. Transfers may be initiated by the employee or the Employer. In either case, all transfer decisions shall be pursuant to the lawful authority of the Sheriff and shall not be subject to challenge under the grievance and arbitration provisions herein.
- (b) All vacancies which are to be filled within a classification or work assignment position shall be posted, for informational purposes only, on the bulletin board within the department for a minimum of seven (7) days. Employees interested in such position(s) may make application by filling out the required forms as provided by the Co-Employers within the time period allowed.
- (c) Reclassification transfers. All applicants for a reclassification vacancy shall compete openly with all interested outside applicants and shall meet the same requirements as all other candidates without affording preference based upon their status as Sheriff Department employees.
- (d) Work Assignment Transfers. All applicants for a work assignment transfer shall be reviewed by the Sheriff who will consider, but not limited to, the following criteria: (i) the needs of the Department, (ii) the employee's experience, (iii) the employee's training, (iv) the employee's work record, and (v) the employee's seniority, and (vi) other criteria which may be indicated on the posting.
- (e) Temporary transfers of ninety (90) days or less shall not be posted.
- (f) Examples of the work assignments that qualify for posting pursuant to section 9.6, Transfers, of the Collective Bargaining Agreement include, but are not limited to:

Work Assignments

1. Video Court
2. Classification Officers
3. Transfer Crew
4. Court Security
5. Trainer

6. Records Bureau
7. Classification Sergeant
8. Administrative Sergeant
9. Transfer Sergeant

Duty Assignments

10. Utility Services Team Officers
11. Honor Guard

LEAVES OF ABSENCE

Section 10.1. Personal Leave.

- (a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reasons for the leave. Approval shall be in writing by the Sheriff and the Personnel Officer.
- (b) Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Sheriff and the Finance Committee.

Section 10.2. Paid Time Off.

- (a) All full-time employees covered by this Agreement who were hired before July 1, 2016 and who have completed six (6) months of service shall be credited with eighty (80) hours of paid time off each year. Full-time employees hired on or after July 1, 2016 who have completed six (6) months of service shall be credited with forty (40) hours of paid time off each year.
- (b) For all new hires, upon completion of six (6) months of service, a full-time employee will be credited with a pro rata amount of paid time off at the rate of six (6) hours for each full month remaining in the calendar year following the month the employee completes probation or, for employees hired on or after July 1, 2016, with a prorated portion of forty (40) hours. The amount of hours will be rounded to the nearest whole number of hours.
- (c) New paid time off will be credited each year on the same date as the wage increase for the year under Section 14. Current year paid time off may be used through the end of the pay period before the annual credit of new paid time off.
- (d) Paid time off for personal reasons must be requested at least four (4) days in advance of the date requested. The granting of paid time off for personal reasons will

conform to the manpower needs as determined by the Employer. PTO granted under this subsection will be considered scheduled PTO.

- (e) Paid time off without pre-approval shall be granted for emergency personal reasons, when an employee is unable to perform his duties because of illness or injury, pregnancy, or the illness or injury of the employee's spouse, child or parent. In cases where PTO is used for employee illness, injury, or pregnancy, or for the illness or injury of the employee's spouse, child or parent, medical certification will not be generally required to substantiate a leave of absence of three (3) consecutive working days or less; however, medical certification, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the use of PTO, may be required at the discretion of the Employer for each absence, regardless of duration, if the Employer has reason to believe that the employee is abusing his PTO privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal. PTO granted under this subsection will be considered unscheduled PTO.
- (f) Paid time off days shall be charged against the employee's paid time off bank in the amount taken. Paid time off may be taken in one (1) hour increments with the permission of the employee's supervisor.
- (g) For employees hired on or after July 1, 2016, in the event the employee has exhausted his paid time off (PTO) bank, the employee shall be allowed to utilize up to 24 hours of his holiday bank per calendar year for the sole purpose of providing compensation for an absence due to the employee's illness upon presentation of medical certification, or in lieu thereof, a signed written statement from the employee setting forth reasons for the use of PTO; employees hired before July 1, 2016 may use 24 hours as provided above through December 31, 2016. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- (h) An employee shall not be charged paid time off leave for a doctor or dentist appointment provided the employee submits a signed verification from the doctor/dentist substantiating the appointment. Time spent at doctor and dental appointments in excess of ten (10) hours per year shall be deducted from the employee's paid time off bank. This subsection applies to employees hired before July 1, 2016.
- (i) Employees may accumulate up to 96 hours of paid time off ("paid time off bank"). For employees hired before July 1, 2016, hours in excess of 96 after the annual addition under Section 10.2(c)) will be placed in the employee's reserve sick leave bank, which may be used as provided in this subsection. For employees hired on or after July 1, 2016, hours in excess of 96 after the annual addition under Section 10.2(c)) will be placed in the retirement bonus bank under subsection (j). The 96-hour limits will be increased to 120 hours effective with the credit of 2019 paid time off (12/31/18).

1. To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.
 2. Following the exhaustion of the sickness and accident benefits, the employee may draw from his reserve sick leave bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.
 3. Employees may also supplement their sickness and accident benefits by accessing their paid time off bank vacation leave, or holiday bank hours instead of the reserve sick leave bank. At the beginning of the leave the employee will specify on the standard County form the order in which the banks will be accessed. The banks will be applied in the order specified by the employee, with exhaustion of one bank required before beginning withdrawals from the next, except that an employee on FMLA leave may retain vacation and holiday time as provided in the last sentence of the first paragraph of Section 10.8.
- (j) In December of each calendar year, an employee hired before July 1, 2016 may elect to be paid for all unused PTO hours earned during the course of the year at the rate of 75%, by submitting the election by a December date in the election notice from the Human Resources Department; payment will be made in the paycheck for the first pay period that begins in January of the new year; no employee pension contribution will be deducted from the payments, and the payments will not be included in pension FAC. There shall be no limit on the number of hours an employee may have in his reserve sick leave bank, which includes his previously accumulated sick leave bank. For employees hired on or after July 1, 2016, unused PTO hours in excess of the limit under subsection (i) will be transferred to a retirement bonus bank.

Upon retirement, the hours in an employee's paid time off and reserve sick leave banks, retirement bonus bank, reserve holiday bank and holiday bank shall be converted at the rate of one (1) month of credited service (not eligibility credit) for every one hundred and seventy-three (173) hours in the above listed banks.

- (k) The employee must telephone in and talk directly to a supervisor. The employee may not leave a message with Central Control or any other person instead of talking to a supervisor. Where the employee states that PTO is being used for emergency personal reasons, the employee must explain the emergency reasons.
- (l) Disability due to pregnancy shall be treated as any other disability.
- (m) Before an employee absent from his/her duties for twelve (12) consecutive days returns to work, he/she shall satisfy the Employer that he/she is fit to again perform his/her duties. In the event of a dispute involving an employee's physical ability to

perform his job on his return to work from a layoff or leave of absence of any kind, Section 16.26 shall apply.

- (n) Effective beginning in 2019, each employee hired on or after July 1, 2016 who is covered by the Sickness and Accident program under Section 10.3 will be credited with a one-time S&A Supplement Bank of 48 hours. For such employees who are already covered by the Sickness and Accident program as of January 1, 2019, the bank will be established no later than the first pay period that begins in 2019. For all others hired on or after July 1, 2016, the bank will be established effective in the first pay period of the month following when the employee becomes covered by the Sickness and Accident program. This bank may be used:

(i) by an employee approved for S&A benefits under Section 10.3 to cover time missed from the employee's normal work schedule during a waiting period applicable under Section 10.3 (which provides that S&A benefits begin on the first (1st) day of disability due to accident, surgery (both inpatient and outpatient), and hospitalization or the eighth (8th) day of illness); and

(ii) for doctor and dental appointments during the employee's work hours, provided that upon request the employee establishes to the Department's satisfaction that the appointment cannot reasonably be scheduled outside work hours, and that the employee submits a signed verification from the doctor/dentist substantiating the appointment. Any hours remaining in this bank upon the employee's retirement will be placed in the retirement bonus bank under (j) above.

Section 10.3. Sickness and Accident Benefits.

- (a) The Employer shall provide sickness and accident benefits for full-time employees covered by this Agreement. This coverage shall become effective following the completion of six (6) months of service.
- (b) Employees who are eligible for disability benefits shall receive weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross straight time wages. Effective April 1, 2013, these benefits shall be payable from the first (1st) day of disability due to accident or hospitalization or after absence from work for seven (7) consecutive calendar days for a qualified illness. Once eligible, if an employee is disabled for less than one full week, payment will be made at one-seventh (1/7) for each calendar day of disability. The benefit period shall not exceed (26) weeks for any one period of disability. No sickness and accident benefits will be payable for more than 182 days of disability with the same cause during any 12-month period. Outpatient surgery shall be considered hospitalization for purposes of coverage under this Section.

Example: If an employee has a cold and takes three (3) days of paid time off and subsequently the cold turns into pneumonia and the employee needs to be hospitalized for three (3) weeks, the employee would receive sickness and accident benefits retroactive to the first day of hospitalization.

- (c) Employees are not entitled to sickness and accident benefits for any disability for which they may be entitled to indemnity or compensation under the Employer's retirement plan, Social Security, or Workers' Compensation.
- (d) The employee shall be given pension service credits for the period of time an employee is receiving sickness and accident insurance benefits under the County plan, provided that the employee pays the pension contribution on 100% of the employee's gross weekly wage for the entire period in which S&A benefits are paid.
- (e) After the completion of one year of service with the Employer, employees shall have their insurance programs (hospitalization, dental, life, and vision) continued while receiving sickness and accident benefits, provided the employee makes the necessary premium co-payments.
- (f) Vacation leave shall continue to accrue while an employee is entitled to sickness and accident benefits as follows:
 - 1. 67% accrual if employee is only receiving sickness and accident benefits:
 - 2. 100% accrual if employee supplements sickness and accident benefits by paid time with available paid time as provided in Section 10.2(i)(1), (2) and (3).
- (g) An employee's final average compensation (FAC) under the Employer's retirement program shall be:
 - 1. the sickness and accident benefits shall be applied to the FAC;
 - 2. however, if the employee supplements the sickness and accident benefits with available paid time as provided in Section 10.2(i)(1), (2) and (3) equaling one hundred (100%) of the employee's gross weekly wage, then the FAC will reflect same.
- (h) An employee's seniority shall continue to accrue while receiving sickness and accident benefits.

Section 10.4. Military Leave.

- (a) Any employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.

- (b) Any employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amount received for such training and the employee's regular salary or wage.
- (c) Any employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for the period set forth in County policy.

Section 10.5. Disability Plan. A disability plan shall become operative upon the expenditure of all of an employee's accumulated sick leave for a work-connected disability. Benefits shall be payable to age 65 at 60% (sixty percent) of an employee's monthly salary up to a maximum of \$3,500 per month, offset for Workers' Compensation, pension and social security benefits.

Section 10.6. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee receives from the Court, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employers, an employee must:

- (a) Give the Sheriff reasonable advance notice of the time that the employee is required to report for jury duty;
- (b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and
- (c) Return to work promptly if after he is summoned by the court, he is excused from jury duty service.

Section 10.7. Witness Leave. An employee legally subpoenaed as a witness in any criminal case in a court of law, to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. For each day that an employee serves as a witness when the employee would have otherwise worked, the employee shall receive his straight time regular rate of pay for eight (8) hours, up to a maximum of five (5) days (40 hours) per calendar year. In order to receive the regular rate of pay under the terms of this Section, an employee must:

- (a) Turn over to the Employer all compensation, fees, or monies received by the employee in return for the employee's service as witness (excluding mileage);

- (b) Give the Department Head reasonable advance notice of the time that the employee is required to report to court as a witness;
- (c) Give satisfactory evidence that the employee has served as a witness pursuant to the legal subpoena of the court on the date that the employee claims to be entitled to pay under the provisions of this Section; and
- (d) Return to work promptly after the employee is subpoenaed by the court to serve as a witness, if the employee is released by the court during the employee's regularly scheduled shift.

Employees who are called as witnesses arising out of and as a result of their employment with other employers shall be excluded from the provisions of this Section.

Section 10.8. Family and Medical Leave Act. The right to leave under the provisions under the Family Medical Leave Act of 1993 (FMLA) is acknowledged by the parties. The implementation of those rights shall in no way impair or reduce the rights of employees as set forth in this Agreement. In accordance with the provisions of the FMLA the Employer shall maintain, at the Employer's expense (subject to any applicable co-pay as set forth in this Agreement), the employee's current health plan benefits (life, dental and vision), during any periods of unpaid leave that qualify under the provisions of that Act. Employees may elect to use accumulated leave credits during periods of leave that qualify under the Family Medical Leave Act. The employee shall be allowed, upon the employee's request, to reserve and not use one-half of the employee's credited vacation and up to forty-eight (48) hours of credited holiday time at the time the employee requests the leave of absence under the Family Medical Leave Act. Subject to the following understandings:

- (a) The Family Medical Leave Act provides that FMLA qualifying leave(s) shall be limited to twelve (12) work weeks per twelve (12) month period. This twelve (12) month period shall be measured back from the first date the employee's FMLA qualifying leave begins.

Example: Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months. If an employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four weeks of leave could be taken. If an employee used four (4) weeks beginning February 1, 2006, four (4) weeks beginning June 1, 2006 and four (4) weeks beginning December 1, 2006, the employee would not be entitled to any additional leave until February 1, 2007. However, beginning on February 1, 2007, the employee would be entitled to four (4) weeks of leave, on June 1 the employee would be entitled to an additional four (4) weeks, etc.

Section 10.9. Bereavement Leave. Employees shall be entitled to bereavement leave, with pay to attend the funeral or memorial service or attend to personal family matters when death occurs in the employee's immediate family according to the following schedule:

- (a) Spouse, children, father, mother, sister, brother, minor step-child: five (5) consecutive days.
- (b) Father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparents, grandchildren: three (3) consecutive days.
- (c) Aunts, uncles, step-brother, step-sister: one (1) day.

An employee who loses work from his regularly scheduled hours shall receive his regular straight-time rate of pay, exclusive of all premiums, for such lost time. Leaves under this Section shall include the day of the funeral or memorial service, and the funeral or memorial service must take place within 30 days after the date of death unless otherwise approved by the Sheriff or designee.

An employee shall be entitled to additional time, deducted from the employee's paid time off, vacation or holiday bank, equivalent to air travel time, for deaths in the immediate family which are out of state.

The employee, with permission of the Employer, may take additional paid leave deducted from paid time off, holiday bank, and/or vacation.

The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

The employee shall provide appropriate verification to confirm his eligibility for the provisions of this Section, if requested by the Sheriff.

Section 10.10. Worker's Compensation.

- (a) In case of work incapacitating injury or illness for which the employee is or may be eligible for disability benefit under the Worker's Compensation Law of the State of Michigan, such employee, with notice to the County Human Resources Director, shall be allowed salary payments, which, with his compensation benefit, equal his regular salary or wage. The period not to exceed twenty-six (26) weeks, after which paid time as provided in Section 10.2(i)(1), (2) and (3) may be utilized to maintain the difference between the compensation payment and the employee's regular salary or wage. The maximum supplement under this Subsection shall not exceed a maximum of twenty-six (26) weeks during the employee's tenure with the Sheriff's Department.
- (b) An employee injured in the line of duty by gunshot or aggravated assault (an assault that is more serious than a common assault) shall be covered for a period of fifty-two (52) weeks. The supplement provided herein is applicable only once for an

incapacitating injury, illness or aggravation thereof. Upon the exhaustion of the supplement, the employee may supplement as provided in Section 10.2(i)(1), (2), (3), after which the employee shall draw only those benefits as are allowed under the Worker's Compensation Law of the State of Michigan. The maximum supplement under this Subsection shall not exceed a maximum of fifty-two (52) weeks during the employee's tenure with the Sheriff's Department.

- (c) A bargaining unit member who is receiving worker's compensation from an injury such as the following:
 - 1. an assault,
 - 2. crashes while a passenger or driver of a conveyance,
 - 3. while attempting to detain or take individuals into custody,
 - 4. attempting to quell a riot or disturbance,
 - 5. attempting a rescue,
 - 6. while performing first-aid function,
 - 7. conducting a search,
 - 8. firearms injury,
 - 9. authorized training which places the employee at a risk of physical injury shall continue to receive Employer-provided health insurance coverage for the duration of the worker's compensation leave.

- (d) Bargaining unit members who are on worker's compensation for any other reason shall receive the Employer-provided health insurance for a period of twelve (12) months after the exhaustion of all County paid leave.

Section 10.11. Long Term Disability Program. For employees hired on or after July 1, 2016, the non-duty disability benefit provisions of the Pension Plan will not apply, and employees will be covered instead by the Long Term Disability ("LTD") Program described in this Section. Leaves under this Section are unpaid except for the benefits provided by this Section, and employees do not accrue length of service under this Agreement or the Pension Plan while on LTD leave. Terms of the insurance policy control, including the insurance policy preexisting condition provision for employees with less than twelve (12) months of service, except as specifically provided below.

When full-time or part-time employees covered by this Section are sick or injured, they may be eligible for benefits through the Long-Term Disability Policy which provides employees with 60% of their pay to age 65 in accordance with the following:

- i. The Employer shall provide LTD coverage for all full-time and regular part-time employees covered by this Section. This coverage shall become effective following the completion of 180 days of active service as defined in the insurance policy. Employees who are determined to be eligible for disability benefits shall receive weekly indemnity payments consisting of sixty percent (60%) of their normal gross straight time wages up to \$5,000 monthly.

- ii. These benefits shall be payable from the 180th day of disability due to accident, hospitalization or illness.
- iii. This benefit will be offset by any benefit entitlement under Workers' Compensation, Social Security, "no-fault" personal injury protection and personal sick and accident insurance, and any other disability benefit program or other compensation as defined by the insurance carrier.
- iv. The County reserves the right to select an insurance carrier to provide this benefit at substantially the same level.
- v. The Employee is considered disabled during the first 24 months of benefits if, solely because of injury or sickness, he is unable to perform the material duties of his regular occupation, and unable to earn 80% or more of his regular earnings from working in his regular occupation.
- vi. After Disability Benefits have been payable for 24 months, the Employee is considered disabled if, solely due to injury or sickness, he is (1) unable to perform the material duties of any occupation for which he is, or may reasonably become, qualified based on education, training or experience; and (2) unable to earn 60% or more of his earnings (as defined in the LTD program document or insurance policy).

VACATIONS

Section 11.1. Vacations.

Employees hired before July 1, 2016

Full-time employees at the County hired before July 1, 2016 shall earn vacation leave with pay in accordance with the following provisions.

- (a) A new employee hired before July 1, 2016 shall not be entitled to a vacation leave until completion of six (6) months of service at which time he shall be credited with forty (40) hours of vacation leave. On the next January 1 following completion of six (6) months of service the employee will be credited with a pro-rata amount of vacation hours at the rate of six and two-thirds (6-2/3) hours for each full month of service completed to December 31.

Examples:

1. An employee who is hired on March 1 earns 40 hours on September 1. Then on January 1 of the following year the employee will be credited with vacation hours based on the remaining months of the year which were: September, October, November and December. Four months times 6-2/3 will equal 26.7 hours. In effect the employee will have received 66.7 hours of vacation for ten months worked during the year.
2. An employee who is hired on September 1 earns 40 hours on March 1. Then on January 1 of the following year the employee will be credited with vacation hours based on the remaining months of the year which are: March through

December. Ten month times 6-2/3 will equal 66.7 hours. The employee will receive 66.7 hours of vacation for the year and a total of 106.7 hours for the 16 months worked.

- (b) An employee then begins to earn eighty (80) hours vacation for each year of employment through the seventh calendar year of employment.
- (c) An employee shall be entitled to one hundred twenty (120) hours vacation leave during the course of the eighth through the tenth calendar years or if seven years of service by December 31.
- (d) An employee shall be entitled to one hundred twenty (120) hours' plus eight (8) hours' vacation leave during the course of the eleventh (11th) calendar year.
- (e) An employee shall be entitled to one hundred twenty (120) hours plus sixteen (16) hours vacation leave during the course of the twelfth (12th) calendar year.
- (f) An employee shall be entitled to one hundred twenty (120) hours plus twenty-four (24) hours vacation leave during the course of the thirteenth (13th) calendar year.
- (g) An employee shall be entitled to one hundred twenty (120) hours plus thirty-two (32) hours vacation leave during the course of the fourteenth (14th) calendar year.
- (h) After an employee has been in the employment of the County for fifteen (15) consecutive years by December 31 of the current calendar year, he shall be entitled to one hundred sixty (160) hours' vacation leave.
- (i) Employees shall be entitled to approved vacation leave as indicated below:

After	Hours of Vacation
16 years service	168
17 years service	176
18 years service	184
19 years service	192
20 years service	200

- (j) An employee shall not accumulate vacation at any one time in excess of two hundred eighty (280) hours.

Employees hired on or after July 1, 2016

Full-time employees at the County hired on or after July 1, 2016 shall earn vacation leave in accordance with the following provisions:

Monthly Accrual.

Employees hired on or after July 1, 2016 accrue vacation monthly based on hours and minutes. An employee will receive a vacation accrual on the first pay date of a month if the employee has any time worked or paid time (as defined below) in the pay period that is paid on that pay date. The accrual on the first pay date of a month will be for that month, and will equal 1/12th of the current annual accrual (which is based on 2080 hours worked).

The accrual process for employees who have absences from work will be based on whether the employee is paid for any time during the pay period that is paid on the first pay date in the month. "Paid time" includes time paid as if the employee had worked, including supplementation of S&A or workers compensation benefits as provided in the contract, but not including the S&A or workers compensation benefits themselves, except that employees not supplementing S&A benefits receive 67% of the full vacation accrual.

Contract Seniority Levels (Years)	Monthly Vacation Accrual	Contract Accrual for 2080 Hours/Yr.
< 6	8 hr.	96 hrs.
6	8 hr. 40 min.	104 hrs.
7	9 hr. 20 min.	112 hrs.
8	10 hr.	120 hrs.
9	10 hr. 40 min.	128 hrs.
10 to < 16	11 hr. 20 min.	136 hrs.
16	12 hr.	144 hrs.
17	12 hr. 40 min.	152 hrs.
18	13 hr. 20 min.	160 hrs.
19	14 hr.	168 hrs.
20	14 hr. 40 min.	176 hrs.

"Hours Worked" includes straight time hours paid, including all Employer paid leaves.

A new employee hired on or after July 1, 2016 will begin to accrue vacation when the employee begins work, can carry over vacation from previous years, but shall not accumulate vacation at any one time in excess of two hundred eighty (280) hours.

Section 11.2. Vacation Requests.

- (a) 12-Hour Shifts: An employee assigned to a 12-hour shift may, with approval, take his vacation(s) at any time in the year. On seniority bid, a minimum of five (5) Deputies and one (1) Sergeant on the day shift and four (4) Deputies and one (1)

Sergeant on the night shift will be allowed on vacation at any one time in the Main Jail bid group; for each of the other bid groups, a minimum of one (1) member will be allowed on vacation at any one time.

8-Hour Shifts: An employee assigned to an 8-hour shift where the entire main Jail group is assigned to an 8-hour shift, may, with approval, take his vacation(s) at any time in the year. On seniority bid, a minimum of five (5) Deputies and one (1) Sergeant on the first shift, a minimum of five (5) Deputies and one (1) Sergeant on the second shift, and four (4) Deputies and (1) Sergeant on the third shift will be allowed on vacation at any one time in the Main Jail bid group; for each of the other bid groups, a minimum of one (1) member will be allowed on vacation at any one time.

8-Hour Relief Shift: It is understood that the Sheriff Department may decide to schedule an additional 8-hour Monday-Friday relief shift.

Accordingly, in any year that this additional 8-hour Monday-Friday relief shift for the Main Jail is implemented, those employees assigned to this 8-hour relief shift in the Main Jail shall bid separately among themselves for vacation, with a minimum of one (1) Deputy allowed on vacation at any one time.

- (b) Vacation requests for all Divisions shall be made after the shift bids are known, but before the 3rd Monday in October. All Divisions will bid for shifts and vacations only once per year. This shall include summer and winter vacation bidding.
- (c) Vacation requests must be made by the 3rd Monday in October in the year preceding the bid period requested. Personnel who make their requests by this date shall be granted vacation preference in accordance with bargaining unit or rank seniority, whichever is appropriate, among those in his division, shift and bid group.
- (d) Vacation bidding will be accomplished by the use of an employee's bargaining unit seniority. Employees holding the rank of sergeant shall use rank seniority for vacation bids.
- (e) Vacation request(s) submitted prior to the 3rd Monday in October will be granted subject to the following conditions, in accordance with bargaining unit or rank seniority, whichever is appropriate, among those in the departmental bid groups.
 - 1. All personnel in the bid groups shall first bid minimum blocks (excluding regular days off and holidays) as follows: three (3) or more consecutive vacation days for 12-hour employees; four (4) or more consecutive vacation days for 10-hour employees; and five (5) or more consecutive vacation days for 8-hour employees. (In addition, 8-hour employees can bid, together with the minimum vacation block, use of holidays on Fridays of their scheduled long weekend so long as conjoined with the vacation period.) In the event that all of the requested days cannot be granted due to minimum staffing or the needs of the Department, the

employee will be given the option of any day that is available within the requested period, or alternate consecutive days equal the original requested time off.

2. After all personnel in the bid groups have scheduled their minimum vacation blocks under (1) above, any request for 2 or more consecutive days submitted by the 3rd Monday in October for vacation days less than the applicable minimum under (1) above will be granted by bargaining unit/rank seniority. This could be for any vacation requests for any open summer vacation that would be in addition to the employee's eligible time under the summer/winter vacation schedule. In the event that all of the requested days cannot be granted due to minimum staffing or the needs of the Department, the employee will be given the option of any day that is available within the requested period, or alternate consecutive days equal to the original requested time off.
3. The vacation schedule will be completed by the first Monday in December to run from shift change in January of the bid year until shift change in January of the following calendar year.

(f) Summer/Winter Vacation Schedule: The following table illustrates the number of summer and winter vacation days the employee is eligible for, depending upon the length of continuous service years.

Length of Service	Summer Vacation	Winter Vacation
0 – 7 Years	12-Hour Schedule: 5 Days 8-Hour Schedule: 7 Days	Balance
8 – 12 Years	12-Hour Schedule: 7 Days 8-Hour Schedule: 10 Days	Balance
13 – 14 Years	12-Hour Schedule: 8 Days 8-Hour Schedule: 12 Days	Balance
15 – 19 Years	12-Hour Schedule: 9 Days 8-Hour Schedule: 14 Days	Balance
20 Years +	12-Hour Schedule: 10 Days 8-Hour Schedule: 15 Days	Balance

(g) The summer vacation season will begin on April 15 and continue until September 30. Winter vacation season will be all other dates within the vacation bid period starting with the first Monday in January for the affected calendar year up to the first Monday in January of the following calendar year.

- (h) First Come First Serve. FCFS bidding for the upcoming year will begin after Vacation bidding is complete. Any PTO, Holiday, or remaining Vacation hours may be used for FCFS single day requests. Bidding will take place during two separate rounds of bidding. FCFS Round 1 bidding will be for full shift requests (12, 10, or 8-hour shifts). After FCFS Round 1 is completed, FCFS Round 2 bidding will open for bidding of partial shifts (1 or more hours), for any time off remaining on the Vacation Calendar. During each individual round, requests submitted on the same calendar day for identical days off (regardless of whether it is a request for scheduled PTO, Holiday, or Vacation hours), shall be granted solely on the basis of bargaining unit/rank seniority. Any scheduled PTO, Holiday, or Vacation granted on a FCFS basis will be guaranteed for the applicable minimum as defined in Section 11.2 and for calendar year 2019, the Block Training LOU. Any scheduled PTO, Holiday, or Vacation on a FCFS basis above that applicable minimum must conform to the manpower needs as indicated by the Division.

Section 11.3. Vacation Credits During Leaves of Absence. A full-time employee hired before July 1, 2016 may be off payroll for up to one hundred seventy-three (173) hours in a calendar year without affecting vacation benefits. Any additional time off of payroll shall not be considered as days worked for the purposes of acquiring vacation credits, provided, however, the special circumstances may be considered by the Human Resources Director with the approval of the County Administrator.

Section 11.4. Vacation Pay.

- (a) An employee will be paid for the vacation period on the basis of the employee's regular straight-time rate at the time he takes his vacation.
- (b) An employee wishing to receive his vacation payment on the pay day preceding his vacation may apply to the Fiscal Services Director no later than three (3) weeks prior to that pay period.

Section 11.5. Payout of Vacation Upon Termination. Employees shall receive payment for all accrued, but unused vacation upon termination of their employment with the Employer including a pro-rated share of vacation for the year in which their employment with the Employer is terminated subject to a limit of two hundred (200) hours for employees hired on or after July 1, 2016.

Section 11.6. Vacation Buyback: An employee who has 10 or more years of service at the beginning of the calendar year) may request to receive forty (40) hours pay in December of the pay year by timely return of the Human Resources Department notice form. Said pay is in lieu of forty (40) hours vacation time and is subject to all applicable taxes. Employees who participate in the County's section 457 Deferred Compensation Plan may elect to contribute part or all of the payment in lieu of vacation to their deferred compensation accounts on a pre-tax basis, up to established maximums.

Employees wishing to defer payment should complete Sections I and IV of the Deferred Compensation Plan Participation Agreement, available on the Kent County Internet, and return the form to Human Resources.

HOLIDAYS

Section 12.1. Recognized Holidays. All full time employees will be credited on January 1 of each year with eight (8) hours of paid holiday bank time (a/k/a holiday bank) for each of the following recognized holidays:

- | | |
|--|-------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. Memorial Day | 9. Day after Thanksgiving Day |
| 4. Juneteenth – See Letter of Understanding:
Juneteenth | 10. Christmas Eve |
| 5. Independence Day | 11. Christmas Day |
| 6. Veteran's Day | |

The paid holiday bank hours (a/k/a holiday bank) shall be eighty (80) hours for all full time employees. Beginning in 2023, the paid holiday bank hours (a/k/a holiday bank) shall be eighty-eight (88) hours for all full time employees.

Section 12.2. Holiday Work. If an employee works on a recognized holiday, he shall receive time and one-half (1 ½) their straight time rate of pay for all hours actually worked on the holiday. Holiday work shall mean all hours of a shift, which begin on the calendar date of the recognized holiday will be paid at the holiday rate. Employees who work on a recognized holiday shall not have the holiday hours deducted from their holiday pay.

Employees who do not work on a holiday because it is their normal pass day shall not have holiday hours deducted from their holiday bank.

Section 12.3. Holiday Observance. Full-time employees who are not scheduled to work on a recognized holiday because it is a holiday (such as employees on administrative assignment as set forth in Section 8.2) and those employees who are assigned to the Courts (Transfer Crew and Court Security) shall receive their scheduled hours of pay deducted from their holiday bank. For purposes of this Subsection only, when one of the recognized holidays falls on a Sunday, the following Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section 12.4. Holiday Bank-Time Usages. Holiday bank-time shall be scheduled by the employee's supervisor on the employee's regularly scheduled long weekend as selected by the employee and at such other times as the supervisor determines would not interfere with the staffing needs of the Department. Between January 1 and July 1, an employee may take four (4) or more holidays. Holiday bank time may, at the request of the employee, be utilized if the employee's paid time off has been exhausted.

Section 12.5. Holiday Bank-Time Accrual.

- (a) Each employee has a holiday bank consisting of unused holiday hours from the current and previous years. As of January 1, 2017 (after the 2017 holiday hours are credited) any holiday bank time, as of that date, in excess of 182 hours will be placed in a new bank to be known as the “reserve holiday bank”. No additional holiday hours will be added to the reserve holiday bank in subsequent years.

Beginning January 1, 2018, and on January 1 of subsequent years, for employees hired before July 1, 2016 holiday bank hours in excess of 182 will be placed in the employee’s reserve sick leave bank under Section 10.2 and used as provided in Section 10.2(i).

For employees hired on or after July 1, 2016, hours in excess of 182 will be placed in the employee’s Retirement Bonus Bank and can be used for pension service credit (not eligibility) under section 10.2(i).

- (b) Should the employee leave the employ of the Employer or leave the bargaining unit for any reason except retirement, the employee shall be entitled to payment for holiday bank and reserve holiday bank hours, not to exceed a combined total of forty-eight (48) hours.
- (c) An employee’s previously banked-time holidays and those accrued under this provision (that is, reserve holiday bank and existing holiday bank hours) will continue to be used in the traditional manner and/or as a supplement to paid time off and/or sickness and accident benefits.
- (d) Upon retirement, the holiday bank-time hours shall be converted at the rate of one (1) month of credited service for every one hundred seventy-three (173) hours in the employee’s holiday bank (that is, reserve holiday bank and existing holiday bank hours).

Section 12.6. Termination. In the event an employee terminates his employment prior to the date of the recognized holiday, but after he has taken the holiday, the value of such taken but unearned holiday shall be deducted from the last paycheck of the employee. Upon termination an employee shall receive a payment as provided in section 12.5(b) and for each recognized holiday which occurred prior to the date of termination less any holiday bank-time taken by the employee.

INSURANCE

Section 13.1. Health Insurance.

All full time employees and eligible dependents shall be provided with Kent County Wellness PPO Plan and prescription drug plan.

- (a) The employee health insurance premium contribution will be 20% of the County's illustrative rates beginning on the effective date of this Agreement, through payroll deduction. The employee is eligible for a wellness incentive equal to two and one-half percent (2½%) if the employee has participated in the wellness program including the completion of an annual preventive physical examination including biometric testing. An additional two and one-half percent (2½%) will be applied if the employee is a non-smoker or is participating in a smoking cessation program.

Elective abortions are not covered benefit under County health insurance plans.

Prescription drug insurance coverage will include the step therapy program of the insurance carrier utilizing generic and preferred options prior to usage of non-preferred or specialty drug regimens, provided that the step therapy program will not apply to a current employee or dependent as to that individual's prescriptions in effect on the above date, provided that the employee and dependent is covered by a County plan on the above date inclusive of a Medicare Supplement plan.

Generic drugs and supplies, requiring a prescription, used for the treatment of diabetes will be provided without the generic co-pay. Additionally insulin available under the brand name/formulary benefit schedule will be provided at the generic co-pay. Generic drugs, requiring a prescription, used for the treatment of hypertension will be provided without the generic co-pay.

Effective on the effective date of this Agreement, Wellness PPO Plan design changes in co-insurance and out of pocket maximum amounts will be implemented as summarized in Appendix B.

- (b) As an alternative to the County health insurance program, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (currently Blue Care Network) at the same employee contributions percentages described in 13.1 (a). Co-payments, co-insurance maximums and out of pocket maximums will be as summarized in Appendix B. All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.

Annually, during the open enrollment period, employees may choose between health coverage offered. This coverage will remain in effect for one year, beginning January 1. Employees must have the same enrollment for both the health and prescription plans (e.g. an employee cannot select one but not the other, or have different employee/dependent coverage in the health and prescription plans.

If the County determines that changes are needed to keep plan cost below the level that would result in application of the federal Affordable Health Care Act "Cadillac" tax during the term of this Agreement, then not later than September of the year before changes are to be made the County will advise the Union of the change options it is considering and will discuss those options and others that the Union presents. If the parties do not agree on changes the following changes will be made

to achieve plan cost below the level that would result in application of the “Cadillac” tax: first, health care Flexible Spending Accounts will be deleted, and second, if the FSA account deletion may not be sufficient, deductibles will be increased in \$50 increments to the extent needed to lower plan cost sufficiently.

- (c) The Employer and the Association will continue to work together to assess and address issues concerning wellness and quality of care. This provision requires the parties’ participation in identification of evidence-based quality measures and other strategies to educate consumers and ensure health care plan providers are responsible and accountable for providing the highest quality of care. The Employer will endeavor to continue its educational programs and activities to the members of the Association. The Employer shall also address the benefits of mail in prescription program and the cost savings to the member for doing so.

All premiums for health insurance shall be pre-tax.

- (d) Section 125 Plan. Employees may elect to participate in the County’s Section 125 plan.
- (e) The parties agree that either party may request to discuss plan design changes during the term of the Agreement in an effort to reduce health care premiums; no plan design change will be implemented unless mutually agreed upon.
- (f) Effective for the new premium rates effective 2007 and thereafter, the Union upon request shall be provided with the annual actuarial information upon which the new premium rates were established. In the event the Union questions the premium calculation, the Union may invoke the special conference procedure under 5.13, and the parties will undertake a good faith effort to reach a satisfactory resolution; either party may bring outside specialists/experts to the special conference meetings.
- (g) In addition to the Kent County Wellness PPO Plan and prescription drug plan (Appendix B), and to the HMO program, the County may offer a lower cost health care and prescription program as a voluntary option for employees otherwise eligible to participate in the PPO or HMO program

Section 13.2. Payment in Lieu of Health Insurance. Notwithstanding the provisions of Section 13.1, a full-time employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 13.1 and in lieu thereof, shall receive thirty-five (\$35.00) Dollars per pay period subject to the following:

- (a) The employee must provide proof of insurance coverage from some other source.
- (b) Notice of the intent to waive insurance must be sent to the Human Resources Director within thirty (30) days after the ratification of this Agreement by both parties and annually thereafter during the open enrollment period.

- (c) All insurance-waived employees who wish to return to provided insurance may do so during the open enrollment period each year.
- (d) Employees who have a change in coverage status such as the death of a spouse, divorce, or the loss of coverage (not by selection) may return to provided health insurance program at any time throughout the year as long as written evidence is provided which substantiates one of these special conditions.
- (e) Restoration of insurance coverage shall be reinstated as soon as possible subject, however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.
- (f) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Payment in lieu of health insurance shall not be paid to an employee whose spouse is covered by a County plan.

Section 13.3. Life Insurance. Effective January 1, 2019, the Employer shall pay the required premiums to provide each employee a Fifty Thousand Dollar (\$50,000) term life insurance policy with double indemnity; provided, however, that such life insurance shall only apply to deaths which are not compensable under the Worker's Compensation Laws of the State of Michigan or where the death benefits under such law is less than the said face amount of the policy.

Section 13.4. Supplemental Life Insurance. Employees may purchase an additional amount of supplemental term life insurance in Five Thousand (\$5,000) Dollar increments up to a maximum of One Hundred Fifty Thousand (\$150,000) Dollars through payroll deduction. The amount of payroll deduction for supplemental term life coverage equals the actual cost to the County. The purchase of supplemental term life insurance shall be subject to carrier rules.

Section 13.5. Pension. The present retirement plan for employees of the Department shall be continued and shall provide normal retirement benefits at two and one-half percent (2.5%) of the employee's final average salary for each year of credited service with Kent County. Final average salary is the monthly average of the compensation paid to the employee during the period of 36 consecutive months of credited service producing the highest monthly average, which period is contained within the period of 60 consecutive months of credited service immediately preceding the employee's cessation of participant contributions (subject to the plan provisions covering specific situations and calculations). The Employer has adopted Section 414(h) which includes Kent County Deputy Sheriff's Association bargaining unit members.

- (a) Required Employee Contributions. Effective January 1, 2017, the pension contribution shall be one-half (1/2) of the annualized amortized actuarial valuation and shall not exceed 9.5% of the employee's annual compensation. The annual amortized actuarial valuation shall be based on the actuarial assumptions and amortization periods established by the Board of Trustees of the Kent County

Employees' Retirement Plan and Trust and the Kent County Board of Commissioners in their sole discretion.

- (b) Deferred Vested Benefit. An employee shall be vested in the plan after five (5) years of credited service.
- (c) Cost of Living. Effective July 1, 2002, and for employees who retire on or after July 1, 2002, a cost of living escalator is added to the pension plan which annually increases a retiree's pension benefit check by up to two (2%) percent compounded annually in January after three (3) full years of retirement. The calculations for the percentage increase are based on the CPI as set forth in the Kent County Employees' Retirement Plan and Trust. The cost will be paid by the bargaining unit members through increased payroll deductions and will be 3.43% of pensionable payroll for payroll periods paid after June 30, 2002, and before July 1, 2017, and 1.38% of pensionable payroll thereafter.

Effective for retirements on and after April 1, 2013, the cost of living adjustment (COLA) shall be a fixed two (2%) percent compounded annually in January after three (3) full years of retirement. The additional cost of for the COLA improvement will be paid by the bargaining unit members through increased payroll deductions (in addition to payroll deductions set forth in the preceding paragraph) of 0.37% of pensionable payroll for payroll periods effective April 1, 2013 through March 31, 2028, and 0.11% of pensionable payroll after March 31, 2028.

- (d) Purchase of Military Service. An employee who entered the armed service of the United States before January 1, 1980, or who entered the armed service of the United States after May 31, 1980, during a time of war or emergency condition as defined in Section 35.61 of the Michigan Compiled Laws, may elect to receive credited service for active military service subject to the following conditions:
 - 1. Service credited under this Section will not be counted in determining a participant's or a beneficiary's eligibility for benefits, but rather, will be used solely in the calculation of the amount of benefits under the Plan.
 - 2. Credit for military service cannot be obtained under this Section until a participant has earned a minimum of ten (10) years of credited service.
 - 3. Only completed years and months of active military service will be credited under this Section up to a maximum of five (5) years. Service credited under this Section when added to service credited under the plan (credit for military leaves) may not exceed six (6) years.
 - 4. Credit for military service provided under this Section will be given upon the payment by a participant to the plan of an amount equal to five (5%) percent of the participant's full time or equated full time annual compensation for the

calendar year in which payment is made multiplied by the number of years, and fractional years of credited service that the participant elects to purchase.

5. Credit for military service provided under this Section will not be given if the military service is, or would be, credited under any other federal, state, or local publicly-supported retirement plan.
- (e) Retirees, upon separation from County employment, shall be paid in cash for all current year's unused vacation days and for pro rata vacation earning for the subsequent year to a maximum of fifty (50) days.
- (f) Section 2.01 (s)(3) of the Kent County Employees' Retirement Plan and Trust shall be modified to read as follows, with the changes as applicable to the KCDSA to be effective August 24, 2006:

(3) In the case of a participant accruing service under Section 5.05, the 60 consecutive month period used for determining the 36 consecutive months producing the highest average compensation will be the 60 consecutive month period ending on the date a workers compensation leave commences, except if the participant is a member of the Kent County Deputy Sheriff's Association, in which case the 60 consecutive months of compensation for final average salary includes:

(A) Up to 12 months of compensation imputed at the participant's base wage for period(s) during which the participant receives County-paid supplemental workers' compensation benefits and the participant pays the required participant contribution on the amount of the supplement; and

(B) Up to 12 months of compensation imputed at the participant's base wage for period(s) during which the participant receives supplemental payments from the participant's vacation, sick and other time bank and the participant pays the required participant contribution on the amount of the supplement.

The maximum amount of time in which wages will be imputed to base wage under Sections A and B above is 24 months.

- (g) For purposes of computing final average compensation, there shall be a total maximum cap of seven hundred fifty (750) hours of overtime worked applicable to periods of time on or after January 1, 2010 that are included in the final average compensation period.

In the event there is a portion of the total final average compensation period that preceded January 1, 2010 and that is therefore not subject to the overtime maximum cap, the 750 hour maximum cap shall be applied on a pro rata basis. (For example, if 2/3 of the total final average compensation period is subsequent to January 1, 2010 and therefore subject to the maximum cap, and 1/3 of the total final average compensation period preceded January 1, 2010 and is therefore not subject to the

maximum cap, then a maximum cap of 500 hours would apply to the 2/3 period and no cap to the 1/3 period.)

- (h) Retirement Eligibility. Employees hired prior to January 1, 2013 shall be eligible for retirement under any of the following:
1. 25 years of credited service at any age
 2. 5 years of credited service and age 60
 3. 15 years of service and age 55 (early retirement)

Employees hired on or after January 1, 2013 shall be eligible for retirement under any of the following:

1. 25 years of credited service and age 50
2. 5 years of credited service and age 60
3. 15 years of credited service and age 55 (early retirement)

The existing Plan provisions for early retirement, including benefit reduction, will remain the same.

Section 13.6. Dental Plan. The Employer shall provide a dental program for employees and their dependents. Benefits under the plan shall provide fifty percent (50%) of the dental fees incurred to be paid by the Plan up to a maximum of Two Thousand Five Hundred Dollars (\$2,500) per family, with orthodontics subject to the 50/50 program and the \$2,500 maximum for all benefits under the Plan.

The dental plan shall provide for one hundred percent (100%) coverage for two (2) cleanings and one (1) set of x-rays per year, per family member, which will count towards the annual maximum. All other dental and orthodontics shall remain fifty (50%) percent and a total annual amount of Two Thousand Five Hundred (\$2,500) Dollars.

Only one annual family maximum will apply where a married couple are both eligible to participate as employees under the County dental plan.

Retirees shall be eligible to purchase dental insurance at their cost from a third-party insurance carrier, subject to the carrier's rules.

Section 13.7. Retirement Bonus. An employee who retires under the Kent County Retirement Plan on or after July 1, 2002, (other than a deferred retirement) shall receive pension service credit for their paid time off and all unused reserve sick leave bank hours. These hours will be converted into additional months or years of credited service at the rate of one (1) month of credited service for every one hundred seventy-three (173) hours. Employees hired on or after July 1, 2016 will receive the same credit for their Retirement Bonus Bank under Sections 10.2(j) and 12.5(a).

Section 13.8. Retiree's Health Insurance. The Employer will provide health care insurance for employees who retire under the Employer's retirement plan in accordance with the following:

- (a) Employees who retire on or after January 1, 2004, who have a minimum of twenty-five (25) years of service or employees who receive a duty disability retirement on or after January 1, 2004, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members up to a maximum of Two Hundred Fifty (\$250.00) Dollars per month. When the retiree is eligible for Medicare, the Employer shall provide to the retiree Medicare supplement insurance at an amount not to exceed the lowest single subscriber rate available under the Employer's insurance programs, not to exceed Two Hundred Fifty (\$250.00) Dollars per month. Retirees may, at their own expense, be allowed to pay the difference between the premium amount paid by the Employer and the premium amount for any other Employer-provided insurance plan selected by the retiree.
- (b) For employees who retire on or after January 1, 2007, the maximum shall be increased from \$250.00 per month to \$300.00 per month. Retirees may further opt to add optical coverage for themselves and/or spouses and dependents, subject to carrier's rules for retirees, by reimbursing the County for the additional premium cost applicable thereto.
- (c) For employees who retire on or after January 1, 2009, the maximum shall be increased from Three Hundred (\$300.00) per month to Three Hundred Fifty (\$350.00) per month. Retirees may further opt to add optical coverage for themselves and/or spouses and dependents, subject to carrier's rules for retirees, by reimbursing the County for the additional premium cost applicable thereto.
- (d) For employees who retire on or after January 1, 2019, the maximum shall be increased from Three Hundred Fifty (\$350.00) per month to Four Hundred (\$400) per month. Retirees may further opt to add optical coverage for themselves and/or spouses and dependents, subject to carrier's rules for retirees, by reimbursing the County for the additional premium cost applicable thereto.
- (e) Employees who retire on or after July 1, 2002, with less than twenty-five (25) years of continuous service at the time of retirement shall have a monthly pro-rata health care credit based on years of credited service in relation to twenty-five (25) years not to exceed the single subscriber rate including the Medicare supplement.
- (f) Dependent health insurance coverage may be purchased by the retiree at the retiree's expense. A retiree's surviving spouse may continue to purchase health insurance provided by the Employer at the Employer's group rates, subject to the carrier's rules, provided the surviving spouse is receiving pension from the County.
- (g) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending on the death of the employee.
- (h) No payments shall be made by the Employer if:
 - 1. the employee receives a deferred pension;

2. the employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
 3. the retiree is covered by a health care program or insurance under their spouse's employment;
 4. the balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee.
- (i) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the County's health care program that is provided to members of the bargaining unit from which they retired and such benefits are subject to negotiations between the parties and the provisions of Section 13.1.
 - (j) Retirees shall be allowed to switch hospital/medical coverage during the regular annual open enrollment period(s).
 - (k) Employees hired on or after July 1, 2016, upon their retirement, will be in a separate group for retiree health premium rating purposes.
 - (l) If the County adopts a voluntary alternative health and prescription plan under Section 13.1(h), that plan will not be considered in determining the "lowest cost single subscriber plan" unless the retiree elects that plan.
 - (m) Retirees and their dependents age 65 and over who elect to participate in a County plan must elect the County Medicare supplement health and prescription plans, except that a retiree age sixty-five (65) or over who has two or more covered dependents under age 65 may elect the County Family Health plan for the retiree and dependents.

Section 13.9. Self-Insurance. The Employer reserves the right to select the insurance carrier or to establish a self-insurance health, prescription, dental or vision care program, which will provide the same or equivalent benefits insofar as possible except as to the administration of such program.

Section 13.10. Coordination of Benefits. All medical and dental programs shall provide for coordination of benefits among members of the same family employed by the Employer.

Section 13.11. Vision Plan. The County will provide a vision plan which is administered by Vision Service Plan, to be made available to all bargaining unit members.

The plan will provide for glasses or contacts each year if there has been a prescription change.

Section 13.12. Deferred Compensation. The Kent County Deferred Compensation Plan (457) is an Employer-sponsored retirement plan that allows employees to supplement retirement income by investing pre-tax dollars through a payroll deduction. The Employer's Deferred

Compensation Plan will provide for a minimum contribution of Twenty-five (\$25.00) Dollars per pay period.

WAGES

Section 14.1. Classification and Rates. Attached hereto and marked Appendix A-1 as amended is a schedule showing the classification and wage rates of the employees covered by this Agreement. Attached as Appendix A-2 as amended is a schedule showing the wages rates of Corrections Deputies hired on or after July 1, 2016. Salary steps are based on the County's pay plan and intervals for advancement provided therein. Salaries are annual based on 2080 hours.

For pay increases (other than Step increases) if January 1 falls in the first week of the pay period, then the pay increase will take effect on the first day of the pay period on which January 1 falls or, if January 1 falls in the second week of the pay period, then the pay increase will take effect on the first day of the following pay period.”

New Appendix A-1 as amended and A-2 as amended will increase wage rates as follows:

- 2019: 2.5% wage increase effective December 31, 2018.
- 2020: 2.5% wage increase effective December 30, 2019
- 2021: 2.5% wage increase effective December 28, 2020.
- If this Agreement is not reopened under Section 17.2 the 2021 wage rates will be increased 2% for 2022 and an additional 2% for 2023, on the dates determined under this Section. The agreement was reopened and the wage rate increase for 2022 is two and one-half percent (2.5%) and an additional two and one-half percent (2.5% for 2023.

For 2023 wage rate – See Letter of Understanding: 2023 Annual Across the Board Percentage Wage Increase and Appendix A-1 as amended and A-2 as amended.

Section 14.2. Anniversary Date Definition. For purposes of progressing from one salary step to the next, and not for any other purposes, the following shall apply:

- (a) Anniversary date shall mean the date on which an employee has completed six (6) months of service and the corresponding date in each year thereafter unless changed due to promotion, demotion, leave of absence, withholding of merit increase, separation or rehire.
- (b) If an employee is on a leave of absence for a period of thirty (30) days or more, his anniversary date will be adjusted by the length of time the employee was on the leave of absence.
- (c) If the employee is transferred or promoted outside the bargaining unit, the employee's anniversary date will be adjusted by the length of time the employee was outside the bargaining unit.

LAYOFF AND RECALL

Section 15.1. Layoff Procedure. The Employer may lay off employees whenever it deems such action to be necessary, including, by way of illustration only and not by way of limitation, a reduction in the work force due to a shortage of work or funds, the abolition of positions, changes in departmental organization or for other reasons. Whenever practicable, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the employee is capable of performing the work and/or normal attrition, but if deemed necessary by the Employer, layoffs will be utilized. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- (a) If a notice of reduction in the work force is given pursuant to this Section, the Employer, upon request, will meet with the Association to discuss the impact of such layoff.
- (b) The parties acknowledge that there are many non-paid volunteers or cooperative programs with pay that function in association with the Sheriff's Department. The parties agree that in the event of a layoff within the bargaining unit, these programs may continue in effect, but the Employer agrees that the hours of work now scheduled for the reserves and cadets shall not be increased. The parties agree, in accord with this Subsection, that the hours of work now scheduled for the Cadets and Reserves at the time of signing of this Agreement is a total of five hundred sixty (560) hours per week.
- (c) Probationary employees shall be the first employees to be laid off providing that the more senior employees have the experience, qualifications and present ability to perform the required work. The next employee to be laid off shall be the employee with the least bargaining unit seniority or rank seniority in the classification or rank affected by the layoff, provided however, that the remaining senior employees have the experience, qualifications and the present ability to perform the required work. Further layoffs shall be accomplished by the inverse order of bargaining unit seniority or rank seniority in the classification or rank affected, provided that the remaining senior employees have the experience, qualifications and present ability to perform the required work.
- (d) Upon being laid off, a sergeant shall be in lieu of layoff, demoted to a Corrections Officer position, provided, however, that he has the required qualifications and that he has greater bargaining unit seniority than the employee he is replacing.
- (e) Upon being laid off, the Scientific Support Unit Team Leader shall in lieu of layoff, be demoted to a Scientific Support Unit Specialist provided, however, that he has the required qualifications and that he has greater bargaining unit seniority than the employee he is replacing.

Section 15.2. Recall. Employees who are laid off from their classification or who are demoted in lieu of layoff, if they have recall rights, shall be recalled to their former classification or rank,

in order of their bargaining unit seniority or rank seniority, whichever the case may be, when the workforce is to be increased, provided that the employee has the experience, qualifications and present ability to perform the required work.

Section 15.3 Notice of Layoff. Employees to be laid off indefinitely shall be given at least thirty (30) calendar days' prior notice; however, if it is impossible or impractical to give such notice, this shall not restrict the Employer from implementing a layoff with less notice.

Section 15.4. Super Seniority. Notwithstanding his or her position on the seniority list, the President of the Association shall, in the event of a layoff, be continued at work as long as there is work for which he is qualified to perform and shall be recalled to work in the event of a layoff to the first vacancy in the Department provided he/she is qualified to perform the required work.

Section 15.5. Notice of Recall. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address. The Association shall be notified of the names of the employees to be recalled at the same time notices are sent to the employees to assist in contacting the recalled employees.

MISCELLANEOUS

Section 16.1. Mileage. Reimbursable mileage shall be the published IRS rate.

Section 16.2. Dog Handlers. Dog handlers will be paid \$10.00 per hour for 4 hours each two-week payroll period for off-duty dog care. For any additional required care the officer will bring the dog to work and perform the care during the officer's scheduled on-duty hours, and this time will be paid at the officer's normal pay rate because the officer is also on-duty and available as a corrections officer. On-duty care time will be scheduled by agreement of the officer and supervisor; if the on-duty dog care time exceeds or is anticipated to exceed 3 hours for a two-week payroll period the officer will notify the Sheriff's Office.

The parties agree that the above combined off-duty and on-duty dog care time allowance is a reasonable estimate of the hours required to care for the dog. The Sheriff's Office will continue to pay for dog food and veterinary care. It is understood and agreed that the dog is owned by the Sheriff's Office.

Section 16.3. Clothing Allowance. Non-uniformed Corrections Officers and Sergeants shall receive a clothing allowance, paid quarterly, at an annual amount of Four Hundred (\$400.00) Dollars per year.

Uniformed Corrections Officers, Support Unit Specialists and SSU Team Leader, and Sergeants shall receive an annual One Hundred Fifty (\$150) Dollar boot/shoe allowance subject to compliance with Sheriff's Office standards and process for the allowance and footwear.

Section 16.4. Bulletin Board. The Employer shall provide bulletin board space for the posting of Association notices; provided, however, the Employer shall have the right to police the

bulletin boards for offensive materials. E-mail may be utilized by the Association consistent with County Policy to post notices of meetings, elections, and other Association notices.

Section 16.5. Uniforms and Equipment. Uniforms and equipment shall be furnished by the Employer. Such uniforms and equipment shall be of the proper police specifications and sizes commensurate with the needs and safety of the Officers.

Section 16.6. Dry Cleaning. The County will pay all costs of dry cleaning for uniforms; provided, however, the County reserves the right to establish reasonable rules and regulations on the cleaning procedure. Non-uniformed Corrections Officers and Sergeants shall receive forty (40) "chits" per quarter (one hundred sixty [160] per year).

Section 16.7. Dual Employment. No employee shall be employed at other employment which will be a conflict of interest or impair his performance as a Sheriff Department employee. Written permission from the Sheriff must be obtained before other employment may be taken.

Section 16.8. Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be used if it would result in the layoff of bargaining unit employees or a reduction in straight-time hours of bargaining unit employees. Such employees shall not be subject to the terms of this Agreement.

Section 16.9. Pro-rata Benefits. Paid time off, longevity, and vacation benefits recited herein are predicated on an employee's working a full-time schedule on a basis of two thousand eighty (2,080) hours during a twelve (12) month period. Paid time off, Worker's Compensation leave of absence where benefits are being paid, for a period up to one year; paid leaves of absence, and vacation shall be considered as a day of work (8 hours). Any employee who is absent from work due to an unpaid leave of absence or layoff shall receive these benefits if otherwise eligible on a pro-rata or reduced basis which shall be the ratio of his straight-time hours of work to a full-time schedule of two thousand eighty (2,080) hours (all overtime hours shall be excluded). This Section does not apply to employees hired on or after July 1, 2016.

Section 16.10. Subcontracting. If the Employer subcontracts work formerly performed by bargaining unit employees and jobs are lost as a result thereof, the Employer agrees to negotiate with the Association concerning the impact of such subcontracting.

Section 16.11. Indemnification. Whenever a claim is made or a civil action is commenced against an officer or employee of the County for injuries to persons or property caused by the negligence of the officer or employee while in the course of employment and while acting within the scope of his/her authority, the County, to the extent permitted by law, agrees to pay for, engage, or furnish the services of an attorney to advise the officer or employee as to the claim and to appear for and represent the officer or employee in the action. The County may compromise, settle or pay any claim before and after the commencement of any civil action.

Section 16.12. Gender. The male gender shall also include the female gender and vice versa.

Sections 16.13. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 16.14. New Job Classifications. When and if the Employer creates a new job classification, it shall establish responsibilities thereof, set the qualifications, and rate of pay therefore, and advise the Association. If, after a special conference is held, the Association disagrees with the rate of pay, it may file a written grievance with respect thereto, provided the grievance is filed within ten (10) days following such special meeting. If as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created.

Section 16.15. Substations. In the event that the Employer should establish substations which require manning, the personnel shall be solicited from volunteers first. In the event that voluntary personnel with the required training and experience are insufficient, assignment of qualified personnel shall be made by the Sheriff after giving consideration to the needs of the Department and the personal circumstances of the officers involved.

Section 16.16. Multi-forum Waiver. It is the intent of the parties that multi forums should be avoided. Therefore, the Association and the employee involved hereby waives any right to arbitration in this Agreement if the employees challenge the Employer's action under the provisions of any veteran's preference legislation. If arbitration is elected, the employee thereby waives any statutory right which may be provided under such legislation.

Section 16.17. Light Duty. Any light duty assignment permitted by the Sheriff, for reasons of temporary physical or mental disability, shall be as determined by the Sheriff in his sole discretion and shall not be subject to challenge and shall not be subject to the Grievance and Arbitration Procedure provided herein.

Section 16.18. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. 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 understanding 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 Association, for the life of this Agreement, each voluntarily and unqualified 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 16.19. A.D.A. Waiver. When either the Employer or the Association engages in compliance efforts as set forth in the Americans with Disabilities Act (ADA), including reasonable accommodation with the Federal Age and Disability Act, neither shall be held liable

for any deprivation of contract rights suffered by an employee affected by the compliance efforts.

Section 16.20. Employee Assistance Program. The County Employee Assistance Program shall be offered and provided to all bargaining unit members.

Section 16.21. Employee Tuition Reimbursement Program. All full-time employees with one year of full-time service are eligible for the Employee Tuition Reimbursement Program.

- (a) Courses must be job related, part of a degree program related to the employee's position or related/leading to career advancement within the County structure.
- (b) Tuition reimbursement is based on the availability of funds and is made on a first-come, first-served basis.
- (c) Employees are limited to a maximum reimbursement of nine (9) credit hours per year.
- (d) The County will only pay the actual institutional cost per credit hour, not to exceed two hundred sixty-five (\$265.00) dollars per credit hour, or as provided by County policy.
- (e) Employees must sign an agreement stating that if they voluntarily leave the County's employment within one (1) year of completing a reimbursed course, one hundred (100%) percent of the tuition will be repaid to the County and fifty (50%) percent will be repaid if the employee leaves within two (2) years of completing courses.

Section 16.22. Health Programs.

- (a) HIV and HBV Testing. The parties acknowledge that, under Public Act 57 of 1997 (MCLA 333.5131, et seq) Corrections Officers who have received training in the transmission of blood-borne diseases may request that an arrestee, inmate, parolee, or probationer be tested for HIV infection, HBV infection, and/or HCV infection in the event the Corrections Officer determines that he or she has sustained a percutaneous, mucous membrane, or open wound exposure to the blood or body fluids of an arrestee, inmate, parolee, or probationer. In the event such test is requested, pursuant to Section 5204, the Employer agrees to pay the reasonable and customary charges of such test, as well as the confirmation test to be administered sixty (60) days from the date of the last injection.
- (b) Tuberculin Test. A tuberculin skin test shall be administered every three (3) years at a place and time as arranged by the Employer and at no expense to bargaining unit members who have worked for the Employer two (2) or more years. Bargaining unit members shall have the option of securing the test or X-ray elsewhere at their own expense. All bargaining unit members not able to take the skin test or those with

positive tuberculin skin tests shall have X-rays immediately at a place and time designated by the Employer and at Employer expense.

- (c) Influenza Immunization. The Employer shall offer to employees an opportunity to have the influenza immunization, subject to the availability of the influenza vaccine, at a time and place designated by the Employer at no cost to the employee.

Section 16.23. COLES Certification. The Employer may pay the cost of tuition for attendance at a Police Academy (“Academy”) for up to two (2) non-probationary employees per year covered by the parties Collective Bargaining Agreement, subject to the following conditions:

- (a) Non-probationary employees must submit to the Sheriff a letter of interest to attend the Academy by the deadline which is posted by the Department.
- (b) The selection of employees for payment of Academy tuition cost shall be within the sole discretion of the Sheriff. The Sheriff’s decision shall be final and not subject to review or challenge through the parties’ Collective Bargaining Agreement or otherwise.
- (c) The employee shall be paid wages, and receive benefits, as provided under the parties’ Collective Bargaining Agreement, while attending the Academy. However, no overtime shall be paid for hours attending the Academy.
- (d) Upon completion of the Academy and certification from the Commission on Law Enforcement Standards (“COLES”), the employee shall continue to serve in the employ of the Kent County Sheriff’s Department for not less than two (2) consecutive calendar years following COLES certification.
- (e) In the event the employee voluntarily terminates his employment with the Kent County Sheriff’s Department, or is terminated for just cause within one (1) year of completing the Academy, one hundred (100%) percent of the cost of the Academy will be repaid to the County and fifty (50%) percent will be repaid if the employee leaves within two (2) years of completing the Academy.

Section 16.24. Utility Services Team (UST).

- (a) Except as provided in this Subsection, USOs are subject to all the terms and conditions of this Agreement, economic as well as non-economic, relating to Corrections Deputies. When not assigned to USO duties, USOs are assigned the general duties of Corrections Deputies.
- (b) The Corrections Division Utility Services Team is an equipped and trained group of uniformed officers. Being a member of this team is not a duty assignment in and of itself, but a supplement to daily required activities. The UST is responsible to carry out any divisional task that requires the use of a duty weapon. These duties include, but are not limited to, all out of building transfers, hospital guard duty and

perimeter/site checks. UST members will be equipped with bulletproof fitted vests, portable PT's, 40 caliber weapon, gas or foam, handcuffs, gun belt and handcuff case, baton and will be allowed a back-up weapon approved by their commanding officer.

- (c) Assignment as a Utility Service Officer (USO) is subject to the provisions of Section 9.6.
- (d) Presently, eighteen (18) Corrections Deputies are assigned as USOs.
- (e) A Corrections Deputy may be assigned to USO duty if:
 - 1. He or she has qualified for use of a duty weapon;
 - 2. He or she has completed the course of training provided by the Sheriff for USOs; and
 - 3. If required by state or federal statute he or she must have a valid CCW permit paid for by the County.

Section 16.25. Medical Certificates and Examinations.

- (a) Employees requesting a leave for sickness or injury for an extended period of time or a continuation of sickness may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. Should the Employer require a second opinion from a physician, the Employer shall pay the cost of such second opinion. In the event of a dispute, Section 16.26, Medical Arbitration, shall apply.
- (b) In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his job, the Employer may require a medical or psychological examination at its expense and, if cause is found, require the employee to take or remain on a sickness leave of absence. In the event of a dispute, Section 16.26, Medical Arbitration, shall apply.

Section 16.26. Medical Arbitration. In the event of a dispute involving an employee's physical or mental ability to perform his job and the Employer is not satisfied by the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its own choice and at its expense. If the dispute still exists, the matter will be subject to the Grievance and Arbitration provisions of this Agreement, beginning with a Step 3 meeting to be held on a date mutually agreeable to the Union and the Employer. The Employer shall answer the grievance within seven (7) days of the date of the meeting. In the event the grievance is appealed and arbitrated under Step 4, at the arbitration hearing the Association and the Employer

may each choose to present its medical evidence by way of documents, and/or deposition, and/or testimony.

Section 16.27. Residency. Employees hired after August 24, 2006 shall be required to reside within twenty-four (24) miles of the border of Kent County.

Section 16.28. Field Training Officer. Corrections Officers assigned as a Field Training Officer (FTO) shall receive a premium of 12% of their hourly wage for each hour they perform the function of Field Training Officer.

Section 16.29. Alcohol, Drug Testing. Prohibitions:

The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of alcohol/drugs by its employees on the Employer's premises (including parking lots and in the Employer's vehicles) or during work time.

Condition of Employment:

Compliance with the Employer's Alcohol and Drug Policy is a condition of continued employment.

Purposes:

The purposes of this policy are:

- (a) To establish and maintain a healthy and safe working environment for all employees;
- (b) To ensure the reputation of the Kent County Sheriff Department and the County of Kent and its employees as good, responsible citizens;
- (c) To reduce accidental injury to person(s) or property;
- (d) To reduce absenteeism, tardiness, and indifferent job performance;
- (e) At the Employer's sole discretion to provide assistance towards rehabilitation for affected employees in appropriate cases; and
- (f) To Maintain Officer Safety.

Garrity Rights:

The Sheriff shall administer each Bargaining Unit Member his Garrity Rights prior to any questions in reference to Random drug test. The results of any random drug test shall not be released to a third party or Prosecutor unless mandated by law or court order. If any request for drug results are made the employee in question and the union president shall be notified within 48 hours of any such request.

Reasonable Suspicion Testing:

If the Employer has reasonable suspicion that the employee in question is:

- (a) Under the influence, impaired, or otherwise affected by the use of drugs/alcohol, or
- (b) Is currently possessing on the Employer's premises (or in the Employer's vehicle(s)) unauthorized drugs/alcohol, or
- (c) Has sold, used, distributed drugs/alcohol, on or off the Employer's premises or attempted the same.

The Employer may require the employee to undergo a Preliminary Breath Test (“PBT”) test which will be verified by a breathalyzer test at the Employer’s Occupational Health Service provider, or if necessary, a neighboring Sheriff’s Department. The employee may elect to have an independent test of his choosing. The test shall be conducted in a reasonable amount of time after the Employers last test. The cost of the independent test shall be the responsibility of the Employer.

When Reasonable Suspicion exists that the Employee is under the influence, impaired, or otherwise affected by a substance other than alcohol, the Employee shall submit to a urine drug test at the Employer’s Occupational Health Service Provider.

Consequences for Violation of this Policy:

Violation of the Employer's alcohol and drug policy may result in severe disciplinary action, up to and including discharge for a FIRST OFFENSE, except that the consequences for a positive test under the “Random Drug Testing” portion of this policy shall be solely as provided under that heading. In addition to any disciplinary action for alcohol or drug abuse, the Employer, at its sole discretion, may refer an employee to a program for assessment, counseling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance. A voluntary request for assistance prior to detection of a violation of such policy will not result in discipline, provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the Employer's drug free policy. However, such requests and participation in counseling/treatment will not prevent disciplinary action for other violation(s) of this Alcohol and Drug Abuse Policy.

Case Specific Drug Testing:

An employee may be subjected to alcohol/drug testing (1) as part of an employee's reinstatement after successfully completing an alcohol or drug rehabilitation program, (2) during an employee’s probationary period, (3) upon return to work from a leave of absence of more than thirty (30) days, (4) as part of a routine departmental scheduled physical examination.

Random Drug Testing:

All Bargaining Unit Members will be subject to a random drug test under the following circumstances:

- a. Selections shall be conducted by a third party using a computer-based random number generator that is matched with the employee's payroll number, which will ensure that each employee has an equal chance of being selected each time selections are made.
- b. A maximum of five (5) Bargaining Unit Members shall be tested each month.
- c. The drugs to be tested for under this Random Drug Testing program are:

Marijuana metabolite	Cocaine metabolite	Opiates metabolite
Phencyclidine	Amphetamines	Barbiturates

The initial and confirmatory test cutoff levels will be the levels established by the federal Department of Health and Human Services.
- d. The testing procedure to be utilized for any random drug test shall be a saliva (oral fluid) test.

Consequences for Positive Random Test:

- 1st Offense: Letter of Reprimand
Mandatory Substance Abuse Counseling
Random Drug Testing for 2 years
- 2nd Offense: Last Chance Agreement
Suspension up to 80 hours
Mandatory Substance Abuse Counseling/Treatment
Random Drug Testing for 2 years

3rd Offense at any time and regardless of any other provision of this Agreement: Termination

A voluntary request for assistance prior to detection of a violation of the alcohol and drug policy, and prior to selection for a Random drug test under this policy, will not result in discipline, provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the Employer's drug free policy. A request for a leave of absence for drug or alcohol treatment shall not be denied if it is a voluntary request under this paragraph.

Last Chance Agreement:

Individuals subject to discharge for violation of the Employer's Alcohol and Drug Policy may be offered the opportunity to enter into a "Last Chance" agreement.

The last chance agreement provides that an employee may continue employment under the following conditions:

- 1) The employee acknowledges in writing that he/she has a substance abuse problem.
- 2) The employee successfully completes an Employer approved, assessment and, if recommended, a supervised treatment program.
- 3) The employee agrees in writing to remain free of alcohol/drug use and strictly complies with the Employer's alcohol and drug policy.
- 4) The employee is subject to automatic discharge for any violation of the Last Chance Agreement or this policy while on the Last Chance Agreement and the employee and Association waives the right to grieve and arbitrate such discharge.
- 5) The term of a Last Chance Agreement for a positive random drug test shall be no longer than two (2) years.

Chain of Possession Procedures/Split Sample Procedure:

At the time specimens are collected for any testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled, and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The two (2) containers shall be sealed in the employee's presence and the employee given the opportunity to initial the containers and witness his social security number placed on the containers. Both shall then be forwarded to an approved laboratory for testing. If an employee is told that the first sample tested positive, the employee may, within 72 hours of receipt of actual notice, request that the second specimen be forwarded by the first laboratory to another independent and unrelated, approved laboratory of the parties' choice for confirmatory testing of the presence of the drug. If the employee refuses to comply with this procedure it shall be a presumption of guilt and the employee may be subject to discharge.

Laboratory Accreditation:

All laboratories used to perform testing must be accredited by the National Institute on Drug Abuse (NIDA).

Certification of Test Results:

All test results must be certified by the laboratory as accurate.

Leave of Absence:

At the Employer's sole discretion, an employee may be given a leave of absence for the purpose of undergoing treatment pursuant to an Employer-approved program of alcoholism or drug use of up to ninety (90) days.

Confidentiality:

All information obtained in the course of testing, rehabilitation, and treatment of employees with alcohol and drug abuse problems shall be protected as confidential medical information and shall be kept separate from the employee's personnel file. Only those who have a need to know shall be given access to this information. Upon the signed authorization by the employee, the President of the Association and the Counsel of the Association shall have access to such records. The importance of the confidentiality to the employer and its employees cannot be overemphasized.

Specimen Retention:

All specimens deemed "positive" by the laboratory must be sealed and retained, by the laboratory if possible, for a period of one (1) year.

Laboratory Methodology:

Approved testing techniques known at the time for specimen testing of blood, urinalysis and hair follicle shall be employed.

Section 16.30. Concealed Pistol License. The department shall reimburse members for the successful completion of a concealed pistol licensing process and/or renewals. This reimbursement will be inclusive of application fee, fingerprints and background costs, and required instruction course. The reimbursement will not include ammunition.

Section 16.31. Court SEO.

1. The job classification/description reflecting that the SEOs are responsible for ensuring that all individuals admitted to the Courthouse, Court facilities and/or other County facilities shall be amended to add language excluding all correctional facilities and Courtroom's;
2. The Employer agrees that the part-time SEO job classification/description created 6-2-00 will be amended to delete "maintains order and security in Courtrooms, Court facilities" and will specifically exclude any SEO in any County correctional facility; and delete "escorts judges, court personnel, witnesses and jurors to and from the Courthouse and Court facilities as necessary to ensure their safety."
3. The Employer agrees that the part-time SEOs will not be used to replace KCDSA members who are sick, on vacation, or any other type of leave status.
4. The Employer agrees that the part-time SEOs will not displace KCDSA members.
5. The Employer agrees that the part-time SEOs will not be used to reduce the payment of overtime or premium pay to KCDSA members.
6. The KCDSA agrees not to pursue representation of the part-time SEOs as long as the Employer maintains that the SEOs will not perform the job duties and/or responsibilities performed by Corrections Officers, including those assigned to Court Security or Court Transfer.

7. The KCDSA agrees that the part-time SEOs may be utilized at the 63rd District Court to monitor non-custody Court proceedings.
8. For the front-door security work at the Kent County Courthouse, one (1) out of every two (2) Court SEOs scheduled to perform such work must be certified (e.g., MCOLES).
9. Court SEOs assigned to work at 61st District Court, 82 Ionia, or any other buildings occupied (in whole or in part) by Kent County personnel, with the exception of the County airport, shall be utilized only to provide front-door security, and one (1) out of every two (2) Court SEOs scheduled to perform such work must be certified (MCOLES).
10. The Joint Employers shall utilize (a) and (b) above as quickly and to the fullest extent possible as Court SEO openings occur. Furthermore, it is understood that “front-security work” as referenced in (a) and (b) encompasses patrol of the building’s exterior.
11. A non-certified County SEO shall have an equal opportunity to work the same number of hours as a certified Court SEO.
12. Court SEOs utilized at 63rd District Court are only scheduled to monitor non-custody court proceedings, however they shall be allowed to detain persons at the Courthouse if directed to do so by the Judge.

Section 16.32. Performance Reviews. Performance reviews/evaluations of non-probationary employees shall not be used for purposes of wages, salary progression, promotions, discipline, or any other term or condition of employment.

Section 16.33. Emergency Manager. An Emergency Manager appointed under the Local Financial Stability and Choice Act may reject, modify or terminate this collective bargaining agreement as provided within the Local Financial Stability and Choice Act 2012 PA 436, MCL 141.1541 to 141.1575.

DURATION

Section 17.1. Termination. This Agreement, including the attached Appendices and Letters of Understanding/Agreement, shall continue in full force and effect through December 31, 2023. Notice to modify, alter, amend or renegotiate or change, or any combination thereof, the provisions of this Agreement shall be given no later than sixty (60) days nor earlier than ninety (90) days prior to the expiration of the Agreement. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Human Resources Director or to any address as the Association or the Employer may make available to each other.

Section 17.2. Reopening. Either party may reopen this Agreement during 2021, only with regard to Section 14 and Appendix A-1 and A-2 for 2022 and 2023, by giving advance written notice to the other party as provided in this Section. Such written notice must be given not later than July 15, 2021. If such notice is given, the parties will negotiate during the period from August 1, 2021 to October 31, 2021. Any tentatively agreed changes must be ratified by the

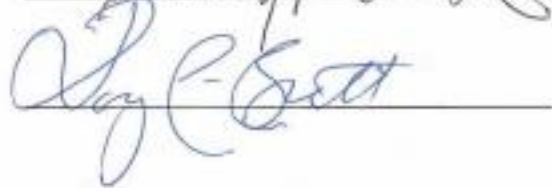
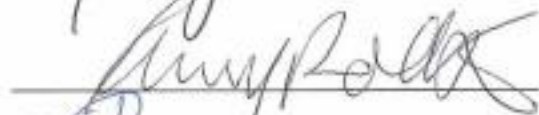
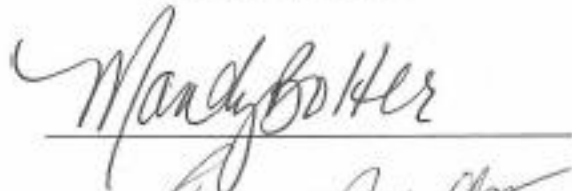
Union, and submitted by the County Human Resources Department for consideration on the County Board of Commissioners agenda, not later than 30 days after the end of the above negotiation period.

Section 17.3. Reopening Negotiations. If this Agreement is reopened under Section 17.2, each party will have the same rights as in negotiations for a renewal agreement at the end of the term of this Agreement, except that negotiations, and the County's right to make a unilateral change in the event of impasse in the negotiations under Section 17.2 will be limited to wages under Section 14 and Appendix A-1 and A-2.

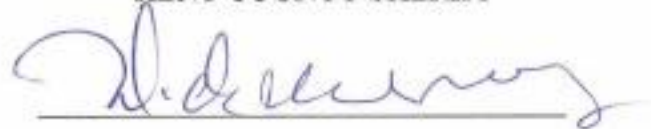
KENT COUNTY DEPUTY
SHERIFF'S ASSOCIATION



COUNTY OF KENT



KENT COUNTY SHERIFF



**Appendix A-1
Subject to Section 14**

The following wage scales shall be effective on the dates indicated, for employees hired before July 1, 2016.

2019

12/31/2018	A	B	C	D	E	F	G
Corrections Officer HIRED PRIOR TO 07/01/2016	\$52,561.60	\$54,163.20	\$56,139.20	\$58,697.60	\$63,232.00	\$67,392.00	\$73,361.60
Support Unit Specialist	\$25.27	\$26.04	\$26.99	\$28.22	\$30.40	\$32.40	\$35.27
Sergeant / SSU Team Leader						\$77,500.80 \$37.26	\$84,385.60 \$40.57

2020

12/30/2019	A	B	C	D	E	F	G
Corrections Officer	\$53,872.00	\$55,515.20	\$57,532.80	\$60,174.40	\$64,812.80	\$69,076.80	\$75,192.00
Support Unit Specialist	\$25.90	\$26.69	\$27.66	\$28.93	\$31.16	\$33.21	\$36.15
Sergeant / SSU Team Leader						\$79,435.20 \$38.19	\$86,486.40 \$41.58

2021

12/28/2020	A	B	C	D	E	F	G
Corrections Officer	\$55,224.00	\$56,908.80	\$58,968.00	\$61,672.00	\$66,435.20	\$70,803.20	\$77,064.00
Support Unit Specialist	\$26.55	\$27.36	\$28.35	\$29.65	\$31.94	\$34.04	\$37.05
Sergeant / SSU Team Leader						\$81,411.20 \$39.14	\$88,649.60 \$42.62

APPENDIX A as Amended

The following wage scales shall be effective on the dates indicated:

2022

12/27/2021	A	B	C	D	E	F	G
Corrections Officer							
HIRED PRIOR TO 07/01/2016	\$56,596.80	\$58,323.20	\$60,444.80	\$63,211.20	\$68,099.20	\$72,571.20	\$78,998.40
Support Unit Specialist	\$27.21	\$28.04	\$29.06	\$30.39	\$32.74	\$34.89	\$37.98
Sergeant/ SSU Team Leader						\$83,449.60 \$40.12	\$90,875.20 \$43.69

2023

12/26/2022	A	B	C	D	E	F	G
Corrections Officer							
HIRED PRIOR TO 07/01/2016	\$58,011.20	\$59,779.20	\$61,963.20	\$64,792.00	\$69,804.80	\$74,380.80	\$80,974.40
Support Unit Specialist	\$27.89	\$28.74	\$29.79	\$31.15	\$33.56	\$35.76	\$38.93
Sergeant/ SSU Team Leader						\$85,529.60 \$41.12	\$93,142.40 \$44.78

2023 Appendix A-1 as Amended December 26, 2022

12/26/2022	A	B	C	D	E	F	G
Corrections Officer HIRED PRIOR TO 07/01/2016	\$58,864.00	\$60,652.80	\$62,857.60	\$65,748.80	\$70,824.00	\$75,483.20	\$82,160.00
Support Unit Specialist	\$28.30	\$29.16	\$30.22	\$31.61	\$34.05	\$36.29	\$39.50
Sergeant / SSU Team Leader						\$86,777.60 \$41.72	\$94,515.20 \$45.44

**Appendix A-2
Subject to Section 14**

The following wage scales shall apply to Corrections Officers hired on or after July 1, 2016.

	<u>2019</u>	<u>2020</u>	<u>2021</u>
	12/31/2018	12/30/2019	12/28/2020
Start	\$ 25.28	\$ 25.91	\$ 26.56
6 months	\$ 26.10	\$ 26.75	\$ 27.42
1.5 years	\$ 26.92	\$ 27.59	\$ 28.28
2.5 years	\$ 27.74	\$ 28.43	\$ 29.14
3.5 years	\$ 28.56	\$ 29.27	\$ 30.00
4.5 years	\$ 29.38	\$ 30.11	\$ 30.86
5.5 years	\$ 30.20	\$ 30.96	\$ 31.73
6.5 years	\$ 30.50	\$ 31.26	\$ 32.04
7.5 years	\$ 30.81	\$ 31.58	\$ 32.37
8.5 years	\$ 31.14	\$ 31.92	\$ 32.72
9.5 years	\$ 31.49	\$ 32.28	\$ 33.09
10.5 years	\$ 31.85	\$ 32.65	\$ 33.47
11.5 years	\$ 32.22	\$ 33.03	\$ 33.86
12.5 years	\$ 32.61	\$ 33.43	\$ 34.27
13.5 years	\$ 33.03	\$ 33.86	\$ 34.71
14.5 years	\$ 33.47	\$ 34.31	\$ 35.17
15.5 years	\$ 35.27	\$ 36.15	\$ 37.05

Appendix A-2 as Amended

Corrections Officers Hired July 1, 2016 or later

	12/27/2021	12/26/2022
Start	\$ 27.22	\$ 27.90
6 months	\$ 28.11	\$ 28.81
1.5 years	\$ 28.99	\$ 29.71
2.5 years	\$ 29.87	\$ 30.62
3.5 years	\$ 30.75	\$ 31.52
4.5 years	\$ 31.63	\$ 32.42
5.5 years	\$ 32.52	\$ 33.33
6.5 years	\$ 32.84	\$ 33.66
7.5 years	\$ 33.18	\$ 34.01
8.5 years	\$ 33.54	\$ 34.38
9.5 years	\$ 33.92	\$ 34.77
10.5 years	\$ 34.31	\$ 35.17
11.5 years	\$ 34.71	\$ 35.58
12.5 years	\$ 35.13	\$ 36.01
13.5 years	\$ 35.58	\$ 36.47
14.5 years	\$ 36.05	\$ 36.95
15.5 years	\$ 37.98	\$ 38.93

2023 Appendix A-2 as Amended December 26, 2022

Corrections Officers Hired July 1, 2016 or later

	12/26/2022
Start	\$ 28.31
6 months	\$ 29.23
1.5 years	\$ 30.15
2.5 years	\$ 31.06
3.5 years	\$ 31.98
4.5 years	\$ 32.90
5.5 years	\$ 33.82
6.5 years	\$ 34.15
7.5 years	\$ 34.51
8.5 years	\$ 34.88
9.5 years	\$ 35.28
10.5 years	\$ 35.68
11.5 years	\$ 36.10
12.5 years	\$ 36.54
13.5 years	\$ 37.00
14.5 years	\$ 37.49
15.5 years	\$ 39.50

Appendix B	PPO Plan	HMO Plan
Office Visit PCP		
· In Network	\$25	\$20
· In Network Specialist	\$25	\$40
· Out of Network	Ded./Coins.	
Wellness		
· In Network	100% Covered	100% Covered
· Out of Network	Ded./Coins.	
Emergency Room Copay	\$125	\$100
Individual Deductible		
· In Network	\$300	\$250
· Out of Network	\$600	
Family Deductible		
· In Network	\$600	\$500
· Out of Network	\$1,200	
Coinsurance		
· In Network	85%	90%
· Out of Network	65%	
Individual Annual Out-of-Pocket Maximum***		
· In Network***	\$3,150***	\$3,150***
· Out of Network***	\$6,300***	
Family Annual Out-of-Pocket Maximum***		
· In Network***	\$6,300***	\$6,300***
· Out of Network***	\$12,600***	
Prescription Plan		
Deductible	None	
Annual Out-of-Pocket Maximum***		
· Individual***	\$4,200***	
· Family ***	\$8,400***	
Coinsurance/ Copays		
· Generic	\$15	
· Generic for treatment of diabetes or hypertension	\$0	
· Brand Name-Formulary	\$25	
· Brand Name- Non-Formulary	\$45	
· 90 day co-pay for Maintenance Drugs	2X Co-pay for 90 Day Supply	

***ACA Out-of-Pocket Maximums are subject to indexing annually and include employee cost towards: Deductible, Co-pays and Coinsurance. Total combined employee costs for medical and prescriptions cannot exceed Federal Annual limit.- Adjusted Annually.

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LETTER OF UNDERSTANDING

Subject: Topics for Continuing Discussion

The Kent County Sheriff's Office and the KCDSA agree to suspend the 10- minute briefing time under the 2016-2018 agreement, effective Monday, December 3rd. The Kent County Sheriff's Office, with input from the KCDSA, will establish procedures and operational changes during shift change. The parties agree to meet no later than Monday, February 25th, 2019 to assess the effectiveness of the procedures.

If these discussions do not result in agreement, the Employer or the Union may invoke PERA bargaining rights for purposes of an addendum to this 2019-2023 collective bargaining agreement on the above topic.

LETTER OF UNDERSTANDING

Subject: HR P&P Manual

The KCDSA and the Employers agree that the provisions of the Kent County Human Resources Policies and Procedures Manual, to the extent covered by Section 5.12 of the parties' Agreement, are reasonable under Section 5.12(a), provided that the KCDSA retains the right to grieve application of any policy to the extent that such application would violate any other term of the parties' Agreement.

LETTER OF UNDERSTANDING

WITH KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION

Subject: Transfer Crew and Court Security

This Letter of Understanding is by and between the County of Kent and the Sheriff, hereinafter referred to as the Office of the Sheriff or Sheriff; the Kent County Deputy Sheriff's Association, herein after referred to as Association.

This Letter of Understanding supersedes any prior letters of understanding.

WHEREAS, the Sheriff has designated Transfer Crew and Court Security deputies from the Association as a work assignment and not job classification.

WHEREAS, the corrections deputies assigned to the Transfer Crew/Court Security will retain their status within and part of the KCDSA Collective Bargaining Unit, and work under the KCDSA Collective /Bargaining Agreement.

THEREFORE, the parties (the Office of the Sheriff and KCDSA) agree as follows:

- 1) As of February 3, 2017, six law enforcement positions will come from the FOPLC Bargaining Unit. These six positions could include one sergeant and be for an indefinite period of time.
- 2) If a vacancy occurs in the Court Security/Transfer Crew, the Sheriff shall post pursuant to section 9.6 (b) of the collective bargaining agreement.
- 3) If, as a result of the posting, there is not enough interest from the FOPLC to staff six law enforcement positions, the Office of Sheriff will assign the lowest seniority, non-probationary deputy from FOPLC, who is currently assigned to the day shift, to the Transfer/Court Security for up to one year. The lowest senior Deputy on days will not be selected for two consecutive years. The Office of the Sheriff will select the next lowest senior Deputy to avoid a two-consecutive year assignment by the same Deputy.
- 4) As of February 3, 2017, the Office of the Sheriff shall not decrease the number of Deputies represented by FOPLC to the Transfer Crew/Court Security below six positions.
- 5) If additional Court Security/Transfer Crew positions are created, the Office of the Sheriff shall staff these newly created positions from either the FOPLC or KCDSA and shall be at the Office of Sheriff's sole discretion. The Sheriff shall determine the number of personnel assigned to Transfer Crew and Court Security.
- 6) Request for time off: Deputies assigned to the Transfer Crew/Court Security, will consist of one combined seniority list from FOPLC and KCDSA in ranking order based on their current union seniority date. Same day requests for vacations at the same time after the seniority bid shall be granted by applying the current union seniority date of the employees.

LETTER OF UNDERSTANDING

Subject: Block Training Scheduling

It is understood by the KCDSA, County of Kent, and the Kent County Sheriff that for calendar year 2019, a period of time on the Vacation Calendar will be identified for purposes of determining a two-week period to block out for scheduling block training. The period of time will be from the 2019 shift change through the end of the first pay period in March. The KCDSA membership will be notified of this period of time prior to Seniority Vacation Bidding. After Seniority Vacation bids have been completed, but prior to First Come First Serve bidding, a two-week block will be determined by the Sheriff Administration to schedule block training. Once training has been scheduled, and the two-week training period is selected at the discretion of the Sheriff's Administration, the remaining weeks not needed for block training will be opened up for First Come First Serve bidding.

Subject: Vacation Scheduling

The collective bargaining agreement between KCDSA, County of Kent, and the Kent County Sheriff guarantees time off for vacation, holiday, and PTO hours up to the applicable minimum under Section 11.2. To compensate the KCDSA membership for the two weeks in which First Come First Serve bidding will be blocked out for training, the Kent County Sheriff agrees to grant the one extra spot on the Vacation Calendar for both day shift letter assignments, one extra spot on the Vacation Calendar for both night shift letter assignments, and one extra spot on the Vacation Calendar for the swing shift during the month of July 2019.

This Letter of understanding will be in place for calendar year 2019 on a trial basis and may be Implemented in subsequent years if mutually agreed upon by the aforementioned parties.

Letter of Understanding

Subject: 2023 Annual Across the Board Percentage Wage Increase


THE COUNTY OF KENT and THE SHERIFF OF KENT COUNTY, hereinafter referred to as "Employer", and the KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as the "Union", agree as follows:

1. The wage rate for 2023 will be increased an additional 1.5%, for a total wage rate increase of 4% over 2022 wage rates (Section 14.1).
2. This Letter of Understanding shall not constitute a precedent and will not be admissible or referred to in any dispute, grievance or arbitration proceeding except one to enforce this Letter of Understanding.

UNION

By:

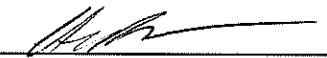
KCDSA - Cooper, John

Its:  VP

Date: 11/8/22

By:

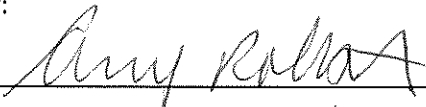
KCDSA - Boucher, Chris

Its: 

Date: 11/8/22

EMPLOYER

By:



Its: HR Director

Date: 11/9/22

By:

Its: _____

Date: _____

Letter of Understanding

Subject: Juneteenth

THE COUNTY OF KENT and THE SHERIFF OF KENT COUNTY, hereinafter referred to as "Employer", and the KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as the "Union", agree as follows:

1. Juneteenth, June 19 of every year, is added as a Recognized Holiday in the Collective Bargaining Agreement starting in 2023 (Section 12.1).
2. Section 12.1 is further amended as follows: The paid holiday bank hours (a/k/a holiday bank) shall be eighty-eight (88) hours for all full time employees.
3. All provisions in the Agreement governing Recognized Holidays shall apply to Juneteenth.
4. This Letter of Understanding shall not constitute a precedent and will not be admissible or referred to in any dispute, grievance or arbitration proceeding except one to enforce this Letter of Understanding.

UNION

By:

KCDSA - John Cooper

Its: [Signature] VP

Date: 11/8/22

By:

KCDSA Boucher, Chris

Its: [Signature]

Date: 11/8/22

EMPLOYER

By:

[Signature]

Its: HR Director

Date: 11/9/22

By:

Its: _____

Date: _____

Letter of Understanding

This Letter of Understanding is between the Kent County Deputy Sheriff's Association ("Union") and the County of Kent and Sheriff ("County" or "Employer").


The parties agree as follows:

1. Employer wishes to establish an "Employee Referral Program" with financial incentives to encourage current employees to refer candidates for employment in County jobs.
2. Employee participation in the Employee Referral Program is strictly voluntary.
3. Incentives will be in the form of one-time payments.
4. Incentive payments are considered taxable income and will be subject to all applicable taxes and deductions.
5. Employer at its sole discretion may modify and/or discontinue the Employee Referral Program at any time for any reason.
6. This Letter of Understanding does not constitute a binding precedent and may not be used for any purpose in any other matter involving the County and Union.

The parties have signed below to confirm this Letter of Understanding. The effective date of this Letter of understanding is the date of execution by the last party signing below.

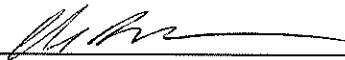
Employer

By: KCDSA - John Cooper

Its:  NP

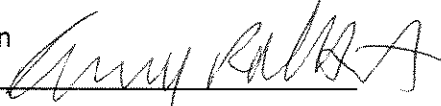
Date: 11/8/22

By: KCDSA - Bonker Chris

Its: 

Date: 11-8-22

Union

By: 

Its: HR Director

Date: 11/9/22

By: _____

Its: _____

Date: _____