

AGREEMENT

Between

COUNTY OF KENT

And

TEAMSTERS STATE, COUNTY & MUNICIPAL
WORKERS LOCAL 214

Effective January 1, 2019 – December 31, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December 2018, to take effect January 1, 2019, by and between the COUNTY OF KENT, hereinafter called the "County" or "Employer," and TEAMSTERS, STATE, COUNTY and MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

WITNESSETH

WHEREAS, the County and the Union recognize that the efficient administration of the County Government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

WHEREAS, subject to law, and the paramount requirements of public service, employer-employee relationships should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment; and

WHEREAS, effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the County and the Union.

NOW, THEREFORE, the parties agree as follows:

RECOGNITION

Section 1.1. Collective Bargaining Unit. The County hereby agrees to recognize Teamsters Local 214 as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the County 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 registered nurses employed by the County of Kent as public health nurses, BUT EXCLUDING the Director of Nursing, all division heads and other supervisors, and temporary registered nurses.

Section 1.2. Temporary Permit Registered Nurses. Persons who are awaiting Michigan registration and who are employed as public health nurses in the unit described above and are under temporary permit issued by the Michigan Board of Nursing shall be included in this unit.

Section 1.3. Temporary Employees. The County reserves the right to hire temporary or irregular employees. The period of temporary employment shall not exceed six (6) months except when said temporary employees are used for special projects or to replace a bargaining unit employee who is on an approved leave in which instance a temporary employee may be utilized until the

bargaining unit employee returns to work. Such employees shall not be subject to the terms of this Agreement. Temporary employees shall not be used to displace bargaining unit employees.

DEFINITIONS

Section 2.1. Definitions. The terms "employee" and employees" when used in this Agreement shall refer to and include only those full-time employees and regular part-time employees who are employed by the County in the collective bargaining unit described herein. For purposes of this Agreement, the following definitions shall be applicable:

- (a) Full-Time Employee: A full-time employee is an employee who is working the official workweek on a regular schedule in a position classified by the County.
- (b) Regular Part-Time Employee: A regular part-time employee is one who is working on a regular schedule in a classified position of the County which is a position which requires less than the official workweek. In order to be eligible for benefits provided for regular part-time employees by this Agreement, other than vacation, a regular part-time employee must be regularly scheduled to work forty (40) or more hours in a pay period.
- (c) Temporary or Irregular Employee: A temporary or irregular employee is an employee who is working on any other basis, including seasonal or temporary, or an individual working under contract, and who is not included within the above definitions of full-time employee, or regular part-time employee.
- (d) Supervisor: A supervisory employee is any person with the authority to hire, transfer, layoff, discharge, promote or effectively discipline other employees, or who has the responsibility to direct other employees or effectively recommend any such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act but requires the use of independent judgment and skill.
- (e) Employment Status: Employment status shall be defined as full-time or regular part-time.

UNION DUES CHECKOFF

Section 3.1. Check-Off.

- (a) During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues, initiation fees and assessments and service fees, as applicable, from the pay of each employee who voluntarily executes and files with the County a proper check-off authorization form.
- (b) The Union shall supply the employees with a check-off authorization form approved by the County and shall transmit such check-off authorization form to the payroll

office of the County. Deductions shall be made only under the written check-off authorization forms which have been properly executed and are in effect.

- (c) Other arrangements for deductions of Union membership dues may be made by mutual agreement of the parties.
- (d) Union membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Union dues and assessments shall be remitted directly to the Union by an employee for any biweekly period that the employee's net earnings are insufficient to cover the amounts required.
- (e) The County shall forward to the Secretary-Treasurer of the Union, within ten (10) days following deduction, a sum equal to the total deductions for the Union membership dues.
- (f) The Union shall notify the County, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.
- (g) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- (h) The County shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages. The Union agrees to indemnify and hold the County harmless for all claims against the County in connection with the check-off of Union membership dues and assessments.
- (i) All dues and assessment so deducted will be forwarded to the Teamsters, Local No. 214, 2825 Trumbull Avenue; Detroit, Michigan 48216.

RIGHTS OF COUNTY

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

UNION REPRESENTATION

Section 5.1. Bargaining and Grievance Committee. The Employer hereby agrees to recognize a bargaining and grievance committee composed of five (5) Stewards from the bargaining unit, including the Chief Steward, who have been employed in the collective bargaining unit for at least two (2) years. The Union may have up to two (2) part-time employees as members of the Bargaining and Grievance Committee. This committee shall act in a representative capacity for the purpose of processing grievances in accordance with the Grievance procedure and for the purpose of meeting with Employer representatives to negotiate new and modified agreements. A Steward who initially acts as the representative on a grievance shall continue with that grievance throughout the Grievance Procedure. All official communications from the Employer shall be directed to the Chief Steward.

Section 5.2. Alternates. The Union may select alternate Stewards who shall function solely in the absence of the regular Steward.

Section 5.3. Reporting. When it is necessary for Steward to leave their work in order to handle a grievance in accordance with the grievance procedure, such representative shall notify their immediate supervisor or division head. The Steward shall return to their job as promptly as possible and upon returning, shall immediately report to their supervisor or department head. If it is impossible for the Steward to be relieved of their duty upon request, the Steward shall be excused at the earliest possible time after proper arrangements have been made. Where possible, Stewards shall investigate and/or discuss grievances at their offices.

Section 5.4. Non-Employee Representatives. Either party may have non-employee representatives present at any meetings between the parties.

Section 5.5. Notice of Representatives. The Union agrees to furnish the County a current roster listing the names of its Stewards, Alternates and committee members. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the County.

DISCIPLINE AND DISCHARGE PROCEDURE

Section 6.1. Discipline and Discharge.

- (a) The Employer agrees that disciplinary action, including disciplinary demotion and/or transfer, shall be based upon just cause.
- (b) An employee, upon request, shall be entitled to representation by a Union representative at any hearing or investigatory meeting in which the employee is in attendance and which is conducted by the Employer where such hearing or meeting may reasonably lead to the disciplinary action of any type including suspension or discharge of such employee.

An employee who declines the representation for a specific meeting covered by this subsection must sign a form (Appendix C), waiving the representation right and releasing any claim against the Union or Employer as a result of the waiver.

- (c) An employee who has been discharged may consult with their Union representative before being 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.
- (d) An employee who is given a disciplinary suspension or discharge shall receive such notification in writing. For informational purposes only, the Chief Steward and Union Business Representative shall be given a copy of such suspension or discharge notice.
- (e) 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.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1. Definition of Grievance. A grievance shall be a written complaint by an employee or the Union during the term of this Agreement concerning the application and interpretation of this Agreement as written.

Section 7.2. Grievance Procedure. All grievances shall be processed in the following manner:

Verbal Procedure

An employee with a complaint shall discuss the matter with his immediate supervisor or appropriate management personnel within five (5) days after the occurrence or knowledge of the occurrence of the events giving rise to the complaint. At the request of the employee, the employee may have his Steward present in order to participate in the informal discussion. Every effort shall be made to settle the grievance in this matter.

Written Procedure

Step 1

If the complaint is not satisfactorily resolved in the Verbal Procedure, the complaint shall be reduced to a written grievance and presented to the Division Director within fifteen (15) days following the occurrence of the events giving rise to the complaint. The written grievance shall set forth the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The written grievance shall be signed by the aggrieved employee and/or his Steward or the Chief Steward for the appropriate area. The Division Director or his/her designee, Steward and grievant shall discuss the grievance within ten (10) days following receipt of the grievance. A representative from the Human Resources

Department may be present. The Division Director or his/her designee shall give a written answer to the grievance to the Steward within ten (10) days after the Step 1 meeting.

Step 2

If the grievance is not satisfactorily settled in Step 1, the Steward may appeal the Step 1 decision by submitting the grievance to the Health Department Director or his/her designee, within five (5) days following receipt of the Division Director's answer in 1. A meeting shall be scheduled at the convenience of the parties within fourteen (14) days following submission of the grievance appeal to the Department Director. Such meeting shall be between Health Department and the grievant and the Steward or Chief Steward. The Employer's written answer to the grievance shall be submitted to the Chief Steward within ten (10) days following the meeting.

Step 3

If the grievance is not satisfactorily settled in Step 2 it may be appealed by submitting the grievance to the County's Human Resources Director within five (5) days following the receipt of the Employer's answer in Step 2. A meeting shall be scheduled between the County's representatives, the Steward or Chief Steward, the grievant and the Union's Business Representative to discuss the grievance. Such meeting shall be scheduled at the convenience of the parties within twenty (20) days following the submission to the County's Human Resources Director. The Employer's final answer to the grievance shall be submitted to the Chief Steward within five (5) days following the meeting.

Section 7.3. Grievance Resolution. All resolutions of grievances must be reduced to writing and approved by the Human Resources Director of the County. If the Human Resources Director does not agree with the settlement reached at Step 1 or Step 2, the Chief Steward shall be notified in writing, and the matter shall be processed in accordance with Step 3.

Section 7.4. Class Action Grievance. The Chief Steward may file a class action grievance if the matter concerns the entire bargaining unit. Any class action grievance must be filed at Step 1 of the Written Procedure within seven (7) working days after the occurrence or knowledge of the occurrence of the events giving rise to the grievance.

Section 7.5. Expedited Grievance. Should an employee who has been suspended or discharged consider such discipline to be improper, any grievance must be processed initially at Step 2 of the Grievance Procedure within five (5) days of the receipt of the written notice of discipline.

Section 7.6. Consultation with Steward. A grievant or Steward may confer with their Chief Steward or Union Business Representative prior to their meeting with management personnel in Step 1. Such consultation shall occur during the one-half hour before the scheduled meeting.

Section 7.7. Arbitration Request. The Union may request arbitration only during the term of this Agreement, or any extensions thereof, of any unresolved grievance, which is arbitrable, by giving written notice of the intent to arbitrate within sixty (60) calendar days following receipt of the Employer's answer in Step 3 of the grievance procedure. By mutual agreement, the sixty (60) calendar day time limit may be extended in writing, provided the length of the extension period is specified. If arbitration is not sought within the sixty (60) calendar days period

specified in this Section, or any extension thereof, the grievance shall be considered settled on the basis of the Employer's Step 3 answer.

Section 7.8. Selection of Arbitrator. Upon the filing of a timely request for arbitration with the Employer, the parties shall mutually agree upon an arbitrator. If no agreement is reached within ten (10) days, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. Each party will alternately strike a name from the panel and the remaining name shall serve as the arbitrator. The Union shall strike the first name from the list. Either party shall be permitted to obtain a second panel if the first panel is unacceptable.

Section 7.9. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times wholly governed by the terms of this Agreement, and shall have no power or authority to amend, alter or modify this Agreement in any respect. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement, as generalized in Section 4.1 hereof. The arbitrator shall have no authority to rule upon job descriptions, work assignments, work standards or personnel requirements. The arbitrator shall have no authority to award interest on monetary awards. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. Any award of the arbitrator shall not be retroactive more than fifteen (15) days prior to the time that the grievance was first submitted in writing; provided, however, that in situations where the events causing the grievance were unknown to the grievant, if appropriate, the award may be retroactive not more than sixty (60) days prior to the time the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the Union, the County and its employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction. Nothing herein shall be construed as limiting either party from challenging the decision of the arbitrator as to arbitrability of an issue. The fees and expenses of the arbitrator shall be shared equally by the Union and the County.

Section 7.10. Back Pay. Claims for back wages shall be limited to the amount the employee would otherwise have earned, less any unemployment compensation or other compensation that the employee may have earned from any source during the period of the back pay claim.

Section 7.11. 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 Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the County, the grievance shall automatically advance to the next step, including arbitration upon notice from the Union. 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 7.12. Time Computation. In computing days under the grievance procedure, Saturdays, Sundays and holidays recognized by this Agreement shall be excluded.

Section 7.13. Special Conferences. Special conferences for important matters of mutual concern may be scheduled at mutually convenient times. Representatives of the Employer, the Union and

non-employee representatives may be present. Special conferences shall not be used to supplant the Grievance Procedure nor shall this agreement on Special Conferences supersede Section 17.9.

Section 7.14. Lost Time. The County agrees to pay members of the Bargaining and Grievance Committee for all reasonable time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with representatives of the County, but only for the straight time hours they would have worked on their regular work schedule, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the County has notified the Union of the abuse and after discussion between the Union and the County the abuse has not been corrected within a designated period of time.

Section 7.15. Arbitration Attendance. The Chief Steward, the steward who acted as the grievance representative, and the grievant shall be excused from their work schedule to attend an arbitration hearing and shall be paid for the straight time hours they would have worked on their regular work schedule. An employee who is called as a witness shall be excused from work to testify and will promptly return after giving their testimony. Each party shall be responsible for all expenses incurred in the presentation of their cases, including payment for lost time by an employee called as a witness except as provided above.

STRIKES AND ILLEGAL ACTIVITY

Section 8.1. Prohibited. During the term of this Agreement or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the County, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 8.2. Violation. Any employee who engages in any activity prohibited by Section 8.1 shall be subject to such disciplinary action as the County deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 8.1.

HOURS OF WORK AND OVERTIME

Section 9.1. Workweek. The official workweek for employees shall be forty (40) hours per week, not including a lunch period of one (1) hour each day. Schedules shall be prepared by the Employer, and employees shall be notified in advance.

Section 9.2. Overtime. See Letter of Agreement (signed January 13 , 2021) Time and one-half (1-1/2) the employee's straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours in the workweek and for all work performed on Saturday, Sunday or a recognized holiday (excluding the employee's birthday). Reasonable amounts of overtime beyond the official workweek or the regular schedule may be required when

requested by the Employer in order to provide the required services to the public.

Overtime must be pre-approved by the employee's supervisor except in the case of an emergency or extenuating circumstances.

Section 9.3. Clinic Scheduling. Clinic schedules will be posted at least two (2) weeks prior to the end of the month. Time off requests for the succeeding month are to be made prior to the posting of the schedule.

Part-time employees shall be given preference over temporary or irregular employees as defined in Section 2.1 (c) provided they submit their availability to their supervisor by the first (1st) of the month for the succeeding month, and if this does not result in overtime, and is subject to the Employer's right to deny additional hours that may result in additional benefit costs. Employees are expected to work scheduled hours.

Section 9.4 Pyramiding. See Letter of Agreement signed January 13, 2021

SENIORITY

Section 10.1. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the County commencing from their last date of hire. Continuous service is defined as that time actually spent on the active payroll of the County plus approved leaves of absence periods, unless otherwise provided in this Agreement. Bargaining Unit Seniority shall be defined to mean the length of the employee's service with the County in a bargaining unit position covered by this agreement. The application of seniority and bargaining unit seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. For employees in the bargaining unit as of June 9, 2004, bargaining unit seniority shall be equivalent to their County seniority.

Section 10.2. Probationary Period. All new full-time and part-time employees shall be considered probationary employees until they have completed six (6) months of work, or nine (9) months for a part-time employee following their most recent date of employment with the County. Evaluations of new full-time and part-time employees shall be during the first four (4) months of employment. The parties may mutually agree to extend the probationary period, in the case of any employee whose performance has not been satisfactory in the opinion of the Employer, for an additional period, not to exceed three (3) months in the case of a full-time or part-time employee, by giving written notice and the reason therefore to the employee. An employee who is absent from work in excess of fourteen (14) days shall have their probationary period extended for a period of time equal to their absence. Upon completion of the probationary period, the employee shall be placed on the seniority list with seniority dating from their most recent date of hire. During the probationary period, an employee may be laid off or terminated by the Employer without regard and without recourse to this Agreement. For purposes of determining advancement in pay steps for employees, other than full-time employees, eighteen (18) months shall be treated as equaling one year.

Section 10.3. Benefits. Employee benefits shall commence and terminate as follows:

- (a) Hospitalization insurance shall commence the first day of the month following date of employment. Coverage shall terminate the first of the month following termination of employment or commencement of an unpaid leave of absence or layoff, except as provided under the federal COBRA law.
- (b) Life insurance shall commence the first of the month immediately following the date of hire. Coverage ends on the date of termination of employment or the first day of an unpaid leave (other than under Section 11.1(a)) or layoff. For FMLA leave, life insurance coverage ends when health coverage ends, without regard to COBRA.
- (c) 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 personal leaves of absence and vacations shall be considered as a day of work (8 hours). An employee who is absent from work in excess of thirty (30) cumulative days 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 hours of work to a full-time schedule of two thousand eighty (2,080) hours except as otherwise provided in this Agreement.

Section 10.4. Seniority List. The County shall prepare a seniority list and submit it to the Union annually, not later than February 1. In the event of a layoff, the County will provide an up-to-date seniority list to the Union, Chief Steward and to employees who receive a layoff notice.

The Employer will notify the Union of the names, start date and program area for newly hired unit members upon written acceptance of employment.

Section 10.5. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge; unless the employee is rehired within six (6) months of her quit or discharge;
- (b) Absence from work for three (3) consecutive working days unless otherwise excused;
- (c) Failure to return to work upon recall from a layoff;
- (d) Failure to return to work at the expiration of a leave of absence, unless otherwise excused;
- (e) Laid off for more than twelve (12) months;
- (f) Retirement.

LEAVES OF ABSENCE

Section 11.1. Personal Leave.

- (a) Personal Leave Without Pay. See Letter of Understanding (signed October 26, 2021) Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and given to the division director. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's division director and the Human Resources Director.

Each employee shall be entitled to forty (40) hours of leave without pay annually without loss of benefits, if approved in advance by the employee's immediate supervisor. Such leave may only be taken after the employee has exhausted all of his/her paid personal leave time provided in Section 11.9. Probationary employees may use up to sixteen (16) hours of the above unpaid leave for absences due to illness, subject to verification acceptable to the supervisor; this sentence does not affect the at-will status of probationary employees.

- (b) Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Finance Committee.
- (c) Union Leave Without Pay. The County may grant up to five (5) consecutive days leave of absence without pay to any Union Steward to attend Union functions or seminars, provided, however, that two weeks (14 days) advance notice is given and that such leave does not interfere with the personnel requirements of the Department. Seniority and all fringe benefits shall continue during such leave.

Section 11.2. Workers' Compensation Supplement. In case of work-incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefits under the Workers' Compensation Law of the State of Michigan, such employee, with the approval of the Human Resources Director, shall be allowed salary payments, which with their compensation benefit, equal their regular salary or wage. The period covered by the above shall be a period not to exceed a single occurrence of up to six (6) continuous weeks after which the reserve sick leave bank may be utilized to maintain the difference between the compensation payment and the employee's regular salary or wage; the employee must notify the County of the employee's election to use this one-time benefit for a period of absence by the end of the first week of that period of absence. Upon the exhaustion of the reserve sick leave bank, the employee shall draw only those benefits as are allowable under the Workers' Compensation Law of the State of Michigan.

- (a) Salary supplements or reserve sick leave bank payments to an employee on a workers compensation leave, as set forth herein, shall not reduce or be coordinated with work disability benefits received under the Workers' Compensation Law Section 354(1) notwithstanding.

Section 11.3. Military Leave.

- (a) Any permanent 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 a 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, provided the employee satisfies the eligibility requirements established under this Agreement.
- (b) Any permanent 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 County the difference between the amount received for such training and the employee's regular salary or wage.
- (c) An employee who is a member of a reserve component of the armed forces and is ordered to perform emergency duty, by compulsory a call of the Governor of the State of Michigan or the President of the United States, shall be entitled to an emergency military leave. While on such leave the employee shall be paid the difference between the amount the employee receives for such duty and his/her regular salary and wage for the period set forth in County Policy.

Section 11.4. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for the 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 either 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 Employer, an employee must:

- (a) Give the division director 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 the employee is summoned by the Court, they is excused from jury duty service.

Section 11.5. Educational Leave.

- (a) Leave of absence without pay may be granted to pursue an educational program if approved by the Department Director and the County's Human Resources Director.
- (b) Special arrangements in work schedules may be provided to attend educational classes with the approval of the Department Director.
- (c) Opportunities for paid workshops, seminars and other programs shall be offered and awarded to registered nurses equitably conditioned upon the availability of funds,

personnel needs of the Department and the level of training required of the particular registered nurse as determined by the Department Director and the County's Human Resources Director.

Section 11.6. Doctor and Dental Appointments. Full-time employees hired before July 1, 2016 shall be allowed up to ten (10) paid hours each year for doctor and dental appointments. The employee must submit a signed verification from the doctor or dentist substantiating the appointment if requested. Time spent at doctor and dental appointments in excess of the ten (10) paid hours provided herein shall be deducted from the employee's paid leave time. This benefit is not available for regular part-time employees.

Section 11.7. Bereavement Leave. An employee shall be granted a leave of absence to attend the funeral or memorial service when a death occurs in the employee's immediate family according to the following schedule:

- (a) Spouse, children, father, mother, sister, brother, minor stepchild: five (5) consecutive days.
- (b) Father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, grandparents, grandchildren: three (3) consecutive days.
- (c) Aunts, uncles, stepbrother, stepsister, spouse's grandparents: one (1) day.

Leaves granted under this Section shall include the date 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 Department Director. 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. The Employer may require evidence of death and relationship of the deceased to the employee. Additional time for out of state travel or extenuating circumstances shall be allowed with Employer approval, to be deducted from the employee's accrued vacation or paid time off or without pay.

Section 11.8. Family and Medical Leave.

- (a) The Employer reserves the right to establish the criteria for medical certification when an employee requests a leave of absence under the Federal Family and Medical Leave Act (FMLA). The parties agree to a twelve (12) month rolling period which shall be measured back from the first date the employee's FMLA qualifying leave begins.
- (b) An employee on a Family and Medical Leave will be required to utilize his paid time off, vacation and holiday time. The employee may request to retain one-half of his accrued vacation time available at the time the FMLA leave commences. Such request must be made in writing when the employee is placed on a Family and Medical Leave.

Section 11.9. Paid Time Off.

- (a) Paid Time Off – Full-Time and Part-Time Employees Hired Before July 1, 2016.
All full-time employees who have completed six (6) months of service as of December 31 shall be credited with eighty (80) hours of paid time off annually. All part-time employees who have completed six (6) months of service by December 31 shall be credited with forty (40) hours of paid time off annually.
- (b) Paid Time Off – Full-Time and Part-Time Employees Hired on or after July 1, 2016.
All full-time employees who have completed six (6) months of service as of December 31 shall be credited with forty (40) hours of paid time off annually. All part-time employees who have completed six months of employment by December 31 shall be credited with twenty (20) hours of paid time off annually.
- (c) Paid Time Off – New Full-Time Employees. Upon completion of six (6) months of service, a full-time employee hired before July 1, 2016 will be credited with a pro rata amount of paid time off at the rate of 6.7 hours for each month remaining in the calendar year following the month the employee completes six (6) months of service (3.3 hours for each month for employees hired on or after July 1, 2016). The amount of hours will be rounded to the nearest whole number of hours.

Example 1 – An employee hired before July 1, 2016 completes six months of service in March. The employee will be credited with 60 hours of paid time off at the completion of six (6) months of service (6.7 hours for each month April-December).

Example 2 – An employee hired before July 1, 2016 completes six (6) months of service in August. The employee will be credited with 26.7 hours of paid time off (6.7 hours for each month September-December).

- (d) Paid Time Off– New Part-Time Employees. Upon completion of six (6) months of service a regular part-time employee hired before July 1, 2016 will be credited with a pro rata amount of paid personal leave time at the rate of 3.3 hours for each month remaining in the calendar year following the month the regular part-time employee completes six (6) months of service (1.66 hours for each month for employees hired on or after July 1, 2016).

Example 1 – A regular part-time employee hired before July 1, 2016 completes six (6) months of service in February. The employee will be credited with 33 hours of paid personal time (3.3 hours for each month March – December).

Example 2 – A regular part-time employee hired before July 1, 2016 completes six (6) months of service in June. The employee will be credited with 19.8 hours of paid personal leave time (3.3 hours for each month July – December).

- (e) Paid time off may be used as needed for personal emergencies or the employee's illness or injury, with acceptable documentation if requested. Paid time off may also be used for other personal reasons if submitted and approved at least forty-eight (48)

hours in advance. Approval will be based on manpower and workload requirements as determined by the Department.

- (f) Paid time off shall be charged against the employee's paid time off account in the amount taken.

New paid time off will be credited each year on the same date as the wage increase for the year under Section 17.11. Current year paid time off may be used through the end of the pay period before the annual credit of new paid time off.

- (g) Each year, an employee hired before July 1, 2016 may elect to be paid for seventy-five percent (75%) of all earned but unused paid time off at his straight time rate of pay as of December 31 by submitting the election by a December date in the election notice from the Human Resources Department; payment will be made at latest in the paycheck for the first pay period that begins in January of the new year. If the employee does not elect the seventy-five percent (75%) payment, all unused paid time off hours for the year will be transferred to the employee's reserve sick leave bank. An employee must be actively employed by the Employer as of December 31 to be eligible for a cash out of unused paid time off.

For employees hired on or after July 1, 2016, unused paid time off at the end of each year will accumulate up to a total of seventy-two (72) hours for full time employees and thirty six (36) hours for regular part time employees; any balance in excess of the applicable limit will be placed in the retirement bonus bank established under Section 14.12(e)(iii). Effective for paid time off accrued in 2019 and after, the seventy-two (72) and thirty-six (36) hour limits will be increased to one hundred twenty (120) hours.

- (h) Effective beginning in 2019, each employee hired on or after July 1, 2016 who is covered by the Sickness and Accident program under Section 14.12 will be credited with a one-time S&A 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 in 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 pay period after that in which 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 14.12 to cover time missed from the employee's normal work schedule during a waiting period applicable under Section 14.12 (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 Section 14.12(e)(iii).

VACATIONS

Section 12.1. Vacation Accrual.

(a) Accrual System

Vacation Accrual for Full Time Employees

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 off (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). Schedules showing the accruals for full-time employees in hours and minutes are included below.

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.

Upon termination, vacation payout will still occur. As at present, payout of banked vacation time upon termination of employment does not result in additional vacation accrual.

Vacation Accrual for Part-time Employees

Part-time unit employees will accrue vacation based on one of three possible categories of weekly hours:

- 22 hours per week category = accrual assignment for up to 22 hours per week
- 29 hours per week category = accrual assignment for 23 to 29 hours per week
- 32 hours per week category = accrual assignment for 30+ hours per week

Until November of 2018, all part-time employees will be in the 29-hour category. In November of 2018 and each subsequent year, an employee's category for the next calendar year will be determined as follows.

- For each part-time employee who has been employed in that status for at least 13 full pay periods, ending with the last pay period that ends in November, the category for the next calendar year will be determined based on the

employee's average weekly hours during the period from the first pay period ending in the previous December through the last pay period ending in November.

- A new part-time employee will be in the 29-hour category until they have been employed in that status for 13 full pay periods as of the end of the last pay period that ends in November, after which their category for the next calendar year will be based on the average weekly hours calculation.

Average weekly hours will include both time worked, and paid time as described above under "Vacation Accrual for Full Time Employees". Average hours will be rounded up to the nearest hour (for example, 22.01 average hours will be rounded up to 23 hours).

The monthly accrual will be awarded on the same day as above for full time employees. The monthly accrual will be 1/12th of the current annual accrual based on the employee's category. Schedules showing the CGI accruals for part-time employees in hours and minutes are included below.

Vacation accrual or non-accrual for a part-time employee who is absent from work will be determined using the same process as for full time employees. Upon termination, vacation payout will still occur, as for full time employees.

- (b) All employees covered by this Agreement shall earn vacation according to the following schedules:

Full Time Employee Hired Before July 1, 2016

Contract Levels (Years)	Monthly Vacation Accrual	12 months equals
1/2 to < 6	6 hr. 40 min.	80 hrs.
6 to < 10	10 hr.	120 hrs.
10	10 hr. 40 min.	128 hrs.
11	11 hr. 20 min.	136 hrs.
12	12 hr.	144 hrs.
13	12 hr. 40 min.	152 hrs.
14	13 hr. 20 min.	160 hrs.
15	14 hr.	168 hrs.
16	14 hr. 40 min.	176 hrs.
17	15 hr. 20 min.	184 hrs.
18	16 hr.	192 hrs.
19+	16 hr. 40 min.	200 hrs.

Full Time Employee Hired on or after July 1, 2016

Contract Levels (Years)	Monthly Vacation Accrual	12 months equals
< 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.

Part Time Employee Hired Before July 1, 2016: 22 Hour Category		
Contract Levels (Years)	Monthly Accrual 22 hrs./wk.	12 months equals
1/2 to < 6	3 hr. 40 min.	44 hrs.
6 to < 10	5 hrs. 30 min.	66 hrs.
10	5 hrs. 52 min.	70 hrs. 24 min.
11	6 hrs. 14 min.	74 hrs. 48 min.
12	6 hrs. 36 min.	79 hrs. 12 min.
13	6 hrs. 58 min.	83 hrs. 36 min.
14	7 hrs. 20 min.	88 hrs.
15	7 hrs. 42 min.	92 hrs. 24 min.
16	8 hrs. 4 min.	96 hrs. 48 min.
17	8 hrs. 26 min.	101 hrs. 12 min.
18	8 hrs. 48 min.	105 hrs. 36 min.
19+	9 hrs. 10 min.	110 hrs.

Part Time Employee Hired on or after July 1, 2016: 22 Hour Category		
Contract Levels (Years)	Monthly Accrual 22 hrs./wk.	12 months equals
< 6	4 hr. 24 min.	52 hrs. 48 min.
6	4 hr. 46 min.	57 hrs. 12 min.
7	5 hr. 8 min.	61 hrs. 36 min.
8	5 hr. 30 min.	66 hrs.
9	5 hr. 52 min.	70 hrs. 24 min.
10 to < 16	6 hr. 14 min.	74 hrs. 48 min.
16	6 hr. 36 min.	79 hrs. 12 min.
17	6 hr. 58 min.	83 hrs. 36 min.
18	7 hr. 20 min.	88 hrs.
19	7 hr. 42 min.	92 hrs. 24 min.
20	8 hr. 4 min.	96 hrs. 48 min.

Part Time Employee Hired Before July 1, 2016: 29 Hour Category		
Contract Levels (Years)	Monthly Accrual 29 hrs./wk.	12 months equals
1/2 to < 6	4 hr. 50 min.	58 hrs.
6 to < 10	7 hr. 15 min.	87 hrs.
10	7 hr. 44 min.	92 hrs. 48 min.
11	8 hr. 13 min.	98 hrs. 36 min.
12	8 hr. 42 min.	104 hrs. 24 min.
13	9 hr. 11 min.	110 hrs. 12 min.
14	9 hr. 40 min.	116 hrs.
15	10 hr. 9 min.	121 hrs. 48 min.
16	10 hr. 38 min.	127 hrs. 36 min.
17	11 hr. 7 min.	133 hrs. 24 min.
18	11 hr. 36 min.	139 hrs. 12 min.
19+	12 hr. 5 min.	145 hrs.

Part Time Employee Hired on or after July 1, 2016: 29 Hour Category		
Contract Levels (Years)	Monthly Accrual 29 hrs./wk.	12 months equals
< 6	5 hr. 48 min.	69 hrs. 36 min.
6	6 hr. 17 min.	75 hrs. 24 min.
7	6 hr. 46 min.	81 hrs. 12 min.
8	7 hr. 15 min.	87 hrs.
9	7 hr. 44 min.	92 hrs. 48 min.
10 to < 16	8 hr. 13 min.	98 hrs. 36 min.
16	8 hr. 42 min.	104 hrs. 24 min.
17	9 hr. 11 min.	110 hrs. 12 min.
18	9 hr. 40 min.	116 hrs.
19	10 hr. 9 min.	121 hrs. 48 min.
20	10 hr. 38 min.	127 hrs. 36 min.

Part Time Employee Hired Before July 1, 2016: 32 Hour Category		
Contract Levels (Years)	Monthly Accrual 32 hrs./wk.	12 months equals
1/2 to < 6	5 hr. 20 min.	64 hrs.
6 to < 10	8 hr.	96 hrs.
10	8 hr. 32 min.	102 hrs. 24 min.
11	9 hr. 4 min.	108 hrs. 48 min.
12	9 hr. 36 min.	115 hrs. 12 min.
13	10 hr. 8 min.	121 hrs. 36 min.
14	10 hr. 40 min.	128 hrs.
15	11 hr. 12 min.	134 hrs. 24 min.
16	11 hr. 44 min.	140 hrs. 48 min.
17	12 hr. 16 min.	147 hrs. 12 min.
18	12 hr. 48 min.	153 hrs. 36 min.
19+	13 hr. 20 min.	160 hrs.
Part Time Employee Hired on or after July 1, 2016: 32 Hour Category		
Contract Levels (Years)	Monthly Accrual 32 hrs./wk.	12 months equals
< 6	6 hr. 24 min.	76 hrs. 48 min.
6	6 hr. 56 min.	83 hrs. 12 min.
7	7 hr. 28 min.	89 hrs. 36 min.
8	8 hr.	96 hrs.
9	8 hr. 32 min.	102 hrs. 24 min.
10 to < 16	9 hr. 4 min.	108 hrs. 48 min.
16	9 hr. 36 min.	115 hrs. 12 min.
17	10 hr. 8 min.	121 hrs. 36 min.
18	10 hr. 40 min.	128 hrs.
19	11 hr. 12 min.	134 hrs. 24 min.
20	11 hr. 44 min.	140 hrs. 48 min.

- (b) Employees hired on or after July 1, 2016 will begin to accrue vacation when the employee begins work.

Section 12.2. Vacation Schedule. Although the County reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the County. An employee will not be permitted to take their vacation leave one (1) day at a time unless otherwise approved by their supervisor. Employees desiring a preference based on bargaining unit seniority shall submit their written selection prior to January 15 for the vacation period February 16 through February 15 of the following year. Exceptions to this policy shall be considered for individual cases. Once an employee has made their selection, the employee shall not be permitted to change their selection, thereby disturbing the choice of another employee. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed or the other employee

consents to the disturbance. Under most circumstances the Employer will give the employee a response to their vacation request as soon as possible and within two (2) weeks shall be used as a guideline.

Section 12.3. Vacation Credits During Leaves of Absence. Days of leaves of absence (without pay) shall not be considered as days worked for the purpose of acquiring vacation credits, provided however, that special circumstances may be considered by the Human Resources Director with the approval of the Fiscal Services Director.

Section 12.4. Vacation Pay.

- (a) An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate at the time the employee takes the vacation.
- (b) An employee wishing to receive a vacation payment on the payday preceding the vacation may apply to the Fiscal Services Director no later than three (3) weeks prior to that pay period.

Section 12.5. Accrued Vacation. Accrued unused vacation shall be paid to an employee upon termination of employment, provided that the maximum payment for an employee hired on or after July 1, 2016 is two hundred (200) hours of vacation pay. In case of death, payment will be made to the named beneficiary or estate.

Section 12.6. Hospitalized During Vacation. If an employee is hospitalized as an in-patient during a vacation period and presents a physician's statement specifying the hospitalization dates, the time involved in the hospital may be charged to the employee's paid personal leave and not to vacation leave. If the employee receives a benefit under Section 14.12 for that period of hospitalization, they will not be charged either vacation or paid personal leave except for the purpose of supplementation under Section 14.12.

Section 12.7. Vacation Accumulation. An employee shall not accumulate vacation at any one time in excess of two hundred eighty (280) hours.

Section 12.8. Vacation Buyback. If an employee has at least ten (10) years seniority at the beginning of the calendar year, the employee may request in writing to receive forty (40) hours pay in the last full pay period of the calendar year in lieu of forty (40) hours of vacation time, by timely return of the Human Resources Department notice form.

HOLIDAYS

Section 13.1. Recognized Holidays.

A full-time employee shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth – See Letter of Understanding: Juneteenth	Day before Christmas
Independence Day	Christmas Day
Labor Day	

Section 13.2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) An employee, to be eligible for a holiday with pay, must be a full-time or part-time employee on the day of the holiday and must have worked their hours on their last regularly scheduled day before and their first regularly scheduled day after the holiday.

If an employee is absent from work on their scheduled workday immediately preceding and/or following the named recognized holiday, due to an approved funeral leave, jury leave, witness leave, vacation or paid time off such time shall be considered as time worked for purposes of holiday eligibility.

- (b) Employees who are prevented from working the day before or the day after a holiday due to hospitalization, and who are otherwise eligible for holiday pay shall receive holiday pay. Exceptions to the work requirement in (a) will be made for an employee who is off work due to hospitalization or a personal medical condition that incapacitates them from performing their duties unless the employee is receiving sickness and accident benefits for such absence. The Department Head or designee may require medical certification of the employee's inability to work on the day(s) in question. Failure to provide such certification when requested will result in loss of eligibility for the holiday pay.
- (c) When one of the recognized holidays falls on a Sunday, Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.
- (d) An employee who is scheduled to work on a holiday and fails to report shall not receive holiday pay for that day unless otherwise excused by the Human Resources Director.

Section 13.3. Holidays for Regular Part-Time Employees. Effective January 1, 2013 regular part-time employees shall receive eight (8) hours of pay at their regular rate for Christmas. Holiday pay will be based on the daily budgeted FTE hours for the position at their regular straight rate for each of the other recognized holidays for which they are eligible. Such pay will be made in the pay period in which the holiday occurs. Regular part-time employees who are regularly scheduled to work on a holiday recognized by this Agreement will be given an opportunity to make up any lost time as a result of the holiday.

INSURANCE

Section 14.1. During the period of this labor agreement, at the request of the Union, the parties agree to mutually explore the implications, including costs, benefits and administrative impact of insuring bargaining unit employees under a Teamsters-sponsored health insurance plan as an alternative to the County health insurance plan.

Section 14.2 Health Insurance. All full-time employees and eligible dependents shall be provided with Kent County Wellness PPO Plan.

- (a) The employee health insurance contribution will be twenty percent (20%) of the County's illustrative rates beginning with the 2016 health care coverage, through payroll deduction. The employee is eligible for a wellness incentive equal to two and one-half percent (2.5%) if the employee has participated in the wellness program including the completion of an annual preventive physical examination. An additional two and one-half percent (2.5%) incentive will be applied if the employee is a non-smoker or is participating in a smoking cessation program.

Elective abortions will no longer be covered under County health insurance plans.

Generic prescription drugs and supplies used for the treatment of diabetes and/or hypertension 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.

Wellness PPO plan design changes including revisions to co-insurance and out of pocket maximum amounts will be implemented as summarized in Appendix B.

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.

- (b) As an alternative to the County hospitalization coverage, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (currently Blue Care Network). All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.

All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer. Co-payments, deductibles and out of pocket maximums will be as summarized in Appendix B.

- (c) 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.

- (d) 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. All health insurance premiums paid by the employee shall be pre-tax.

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.

- (e) The Employer reserves the right to establish a self-insurance health, prescription, dental and/or vision program or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible, except as to the administration of such hospitalization insurance.
- (f) 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.

Section 14.3. Plan Design. The parties agree that in the event a committee is formed to discuss plan design changes during the term of this Agreement the bargaining unit shall have a representative on such committee.

Section 14.4. Part-Time Employee Health Insurance. Regular part-time employees who are not covered by any other hospitalization insurance plan shall be eligible for a thirty-five dollar (\$35.00) per pay period credit towards the County hospitalization insurance program.

Section 14.5. Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 14.2 effective with the execution of this Agreement, a full-time employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 14.2 and in lieu thereof, shall receive thirty-five dollars (\$35.00) 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 Human Resources within thirty (30) days of the execution of this Agreement, 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.
- (d) Employees who have a change in coverage status such as death of a spouse, divorce, or the loss of coverage (not by selection) may return to provided hospitalization

insurance 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 hospitalization shall not be paid to an employee's spouse or dependent who is covered by a County plan.

Section 14.6. Life Insurance. The County shall pay the required premiums to provide each full-time employee with seniority with a fifty thousand dollar (\$50,000) term life insurance policy with double indemnity.

Section 14.7. Supplemental Term Life Insurance. Employees may purchase an additional amount of Supplemental Term Life Insurance in multiples of \$5,000 up to a maximum of \$150,000 through payroll deduction.

Section 14.8. Dental Program. All full-time employees shall be provided with a dental program, paid by the Employer, with benefits which pay one hundred percent (100%) of Class I benefits (two cleanings and one set of x-rays per year) per year. All other dental fees, including orthodontics, will be reimbursed at the rate of fifty percent (50%). The maximum dental benefit shall be \$2,500.

Only one annual family maximum will apply if both members of the household are eligible to participate in the County Dental Plan.

Section 14.9. Optical Insurance. Full-time employees will be provided with coverage under the County optical insurance program. The Plan will provide for glasses each year if there has been a prescription change according to the carrier's rules.

Section 14.10. 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 14.11. Retiree's Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan on January 1, 1991, or thereafter, in accordance with the following:

- (a) Employees who retire on or after January 1, 2009, who have a minimum of twenty-five (25) years of credited service, and employees who receive a duty disability retirement after January 1, 2009, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members, up to a maximum of three hundred fifty dollars (\$350.00) per month credit towards the purchase of a County-sponsored health (including prescription) plan (provided, however, that a voluntary plan under Section 14.2(c) will not be considered in

determining the “lowest single subscriber health insurance program” and, provided that if the retiree elects that plan the credit will be based on the rate for that plan, up to a maximum credit of \$350 per month).

For employees who retire on or after January 1, 2019, the maximum amount paid by the Employer shall be four hundred dollars (\$400) per month.

Retirees and their dependents age sixty-five (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.

- (b) Retirees with less than twenty-five (25) years of continuous service at the time of retirement shall receive a monthly pro-rata health care credit based on years of credited service in relation to 25 years, not to exceed the lowest single subscriber rate.
- (c) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending upon the death of the employee.
- (d) 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.
- (e) Insurance premiums shall be paid commencing the first full month following retirement, including disability but excluding deferred and ending on the death of the employee.
- (f) No payments shall be made by the Employer if:
 - (i) the employee receives a deferred pension;
 - (ii) the retiree is employed by another employer who provides a health care program or insurance for its employees for which the retiree is eligible;
 - (iii) the retiree is covered by a health care program or insurance under his/her spouse’s employment;
 - (iv) the balance of the required premiums required by the carrier in excess of those paid by the employer, are not paid by the employee.
- (g) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the same health care program that is provided to members of the bargaining unit and such benefits are subject to negotiations between the parties and the provisions of Section 14.2.

- (h) Employees hired on or after July 1, 2016, upon their retirement, will be in a separate group for retiree health premium rating purposes.

Section 14.12. Sickness and Accident Benefits.

- (a) The Employer shall provide sickness and accident benefits for full-time and regular part-time employees covered by this Agreement. This coverage shall become effective following the completion of six months of employment. 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. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eighth (8th) day of illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. 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, Workers' Compensation or any other disability benefit program. No S&A benefits will be payable for more than 182 days of disability with the same cause or causes during any 12-month period.
- (b) 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 employee pension contribution on 100% of the employee's gross weekly wage for the entire period in which S&A benefits are paid.
- (c) All insurance premium payments will be paid while an employee is receiving sickness and accident benefits, subject to the employee making the necessary premium co-payments. FMLA and S&A programs run concurrently.
- (d) An employee who is receiving sickness and accident insurance benefits shall be eligible to return to his/her former position at any time during the duration of the sickness and accident benefit period provided the employee is medically cleared to return to work.
- (e) Accrued sick leave hours earned prior to January 1, 2002 have been placed in a reserve sick leave bank. The employee may use the hours in the reserve sick leave bank, including those unused hours of paid personal time placed in the reserve sick leave bank at the end of any year, in the following manner:
 - (i) To supplement the 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.
 - (ii) 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.

- (iii) Upon retirement under the Kent County Employees' Retirement Plan on or after January 1, 2002 (other than a deferred retirement) all remaining hours in the employee's reserve sick leave bank shall be applied to pension service credit but not to service eligibility. For employees hired on or after July 1, 2016, paid time off in excess of the maximum accumulation under Section 11.9(g) will be placed in a retirement bonus bank and shall be applied to pension service credit but not to service eligibility.

Section 14.13. Section 125 Plan. Employees may elect to participate in the County's Section 125 Plan.

Section 14.14. Long Term Disability Program. Effective January 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 except as specifically provided below, including the insurance policy pre-existing condition provision for employees with less than twelve (12) months of service.

When full-time or part-time employees are sick or injured, they may be eligible for benefits through the Long-Term Disability Policy which provides employees with sixty percent (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 Agreement. 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 twenty-four (24) months of benefits if, solely because of injury or sickness, the employee is unable to perform the material duties of their regular occupation, and unable to earn eighty percent (80%) or more of their regular earnings from working in their regular occupation.

- vi. After Disability Benefits have been payable for twenty-four (24) months, the Employee is considered disabled if, solely due to injury or sickness, the employee is (1) unable to perform the material duties of any occupation for which the employee is, or may reasonably become, qualified based on education, training or experience; and (2) unable to earn sixty percent (60%) of more of their earnings (as defined in the LTD program document or insurance policy).

PROMOTIONS AND TRANSFERS

Section 15.1. Postings. Vacant positions in the bargaining unit, which are to be filled, will be sent out electronically to each PHN at their County email address and will no longer be posted on the bulletin boards at all Health Department offices. A copy of the posting shall be given to the Union for informational purposes. Interested employees may make application for such vacancies by the normal County process. The Employer shall consider the employee's experience, work history, qualifications and bargaining unit seniority of the applicant and the best interest of the Department in filling the vacancy.

Section 15.2. Seniority Status Outside of the Bargaining Unit. Employees who apply for and are accepted for a non-bargaining unit position with the Health Department or County shall have their bargaining unit seniority frozen and shall not accrue additional bargaining unit seniority while holding a non-bargaining unit position. Upon rehire into the bargaining unit the employee shall continue to accrue bargaining unit seniority.

LAYOFF AND RECALL

Section 16.1. Layoff Procedure. In the event of a reduction in personnel, the County agrees to layoff employees in the employment status affected in the following order. Employment status shall be defined as full-time or part-time status.

- (a) Non-probationary employees who volunteer and are accepted for layoff, in order of bargaining unit seniority subject to the provisions of Section 16.2.
- (b) Probationary employees.
- (c) Non-probationary employees in the inverse order of bargaining unit seniority.
- (d) It is understood that if, in the opinion of the County, it is necessary for the efficient operation of the Health Department where particular skill, training and experience is required, seniority need not be followed.
- (e) The Employer agrees that they will not increase the number of temporary hours to replace laid off employees.

Section 16.2. Voluntary Layoff. Prior to giving formal notice of layoff, the County shall provide non-probationary employees the opportunity to volunteer for layoff.

- (a) Notification shall be posted in the usual locations for a period of at least three (3) working days. Employees must notify their Division Director of their intent to volunteer within the posting period.
- (b) The County may decline any offer of a voluntary layoff.
- (c) Upon acceptance by the County, the voluntary layoff is irrevocable.

Section 16.3. Superseniority. For purposes of layoff and recall only, authorized Stewards and the Chief Steward shall head the seniority list of their respective classifications during their term of office. The Union recognizes that the County is not obligated to “make work” for Stewards and the Chief Steward and that such representatives must have the necessary skill and experience to perform the required work.

Section 16.4. Notification of Layoff. Employees who are to be indefinitely laid off shall receive fourteen (14) calendar days advance notice unless such layoff is necessitated by an emergency situation where such advance notice is not possible.

Section 16.5. Displacement Procedure.

- (a) Upon being involuntarily laid off from their position, an employee who so requests in writing to the Department Director within five (5) days of notice of layoff shall be allowed to displace an employee with less bargaining seniority with another employment status provided the employee is able to work the required hours and can perform all of the duties of the work available after a thirty (30) day orientation period. Employees who displace another employee as a result of a layoff shall maintain their current step level including any future step increases that the employee would otherwise be entitled.
- (b) In the event of a funding reduction resulting in a layoff in another program, the Employer reserves the right to reassign employees, by least bargaining unit seniority, in the program which was cut to any vacant position subject to Section 16.1(d).
- (c) Laid off employees shall not be required to accept a position in different employment status nor shall any such refusal result in any penalty (i.e. unemployment benefits or employment relationship).

Section 16.6. Recall. An employee who has been involuntarily laid off or who has displaced an employee in another employment status in lieu of layoff shall be recalled to their former employment status in the inverse order of layoff from the employment status affected when the workforce in the employment status is to be increased, provided the employee has not lost their seniority and provided further the employee can perform all of the essential duties of the work available after a thirty (30) day orientation period. An employee who accepted a voluntary layoff shall not be recalled until all involuntary laid off employees are recalled.

Section 16.7. Notification of Recall. Notification of recall from indefinite layoff shall be sent by certified mail, return receipt requested to the employee’s last known address at least fourteen

(14) days prior to the date the employee is to return to work. The notice shall set forth the date the employee is to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within five (5) work days of the date the notice was sent, shall be presumed to have resigned and their names shall be removed from the seniority list.

Section 16.8. Address and Telephone Numbers. It shall be the employee's responsibility to notify the Employer, in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

MISCELLANEOUS

Section 17.1. Mileage. Reimbursable mileage shall be at the U.S. Internal Revenue Service authorized mileage rate.

Section 17.2. Dual Employment. No employee shall hold dual employment where such additional employment shall:

- (a) Create a conflict of interest between the County job and the proposed outside work.
- (b) Work an interference with the employee's regular County work.
- (c) Interfere with the quality or quantity of the employee's regular County work.

This Section does not prohibit County policies on conflicts of interest.

Section 17.3. Pension Plan.

- (a) The Kent County Employee's Retirement Plan, first effective on January 1, 1949, shall be continued and shall, for employees' ratification of this provide retirement benefits at 2.5% of the employee's final average salary per year of credited service, as defined in the 2016 restated Kent County Employees' Retirement Plan document.
. Vesting in the retirement plan is upon five (5) years of credited service.
- (b) The employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation. 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 the Kent County Board of Commissioners in their sole discretion. Effective January 1, 2014, the employee's pension contribution of one-half (1/2) the annual amortized actuarial valuation shall not exceed 8.5% of the employee's annual compensation. Effective January 1, 2017 the employee's pension contribution of one-half (1/2) the annual amortized actual valuation shall not exceed 9.5% of the employee's annual compensation.

Section 17.4. Longevity Compensation. The longevity compensation plan as established in the Personnel Policy Manual for the County of Kent shall be continued. This longevity benefit shall be frozen at the level established on January 1, 1989. All employees who were not eligible for longevity on January 1, 1989, and all newly hired employees on or after that date shall not

receive longevity benefits.

Section 17.5. Rules and Regulations. The County reserves the right to establish rules and regulations and personnel policies not inconsistent with this Agreement. The Union may object to the reasonableness of any work rule in the Department by filing a grievance within five (5) days after posting or adoption of such rule.

Section 17.6. Captions and Gender. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement. Reference to the masculine and feminine gender have been replaced with the appropriate gender-neutral term (for example, “their” rather than “his” or “her”).

Section 17.7. Bulletin Board. The County will provide bulletin boards to be used by the Union to post official notices of Union business (such as notices of meetings, newsletters, and notices related to business and social activities of the Union). The Employer, however, reserves the right to police the bulletin boards for inappropriate materials. Job postings will be sent out electronically to each Public Health Nurse at their County email address and will no longer be posted on Health Department bulletin boards.

Section 17.8. Subcontracting. Notwithstanding any other contrary provision in this Agreement, the Union recognizes the Employer’s right to subcontract under Section 4.1 of this Agreement. Prior to subcontracting work normally performed by bargaining unit employees, if such subcontracting would result in the layoff of bargaining unit employees or result in the reduction of an employee’s straight time hours, the Employer will provide the Union thirty (30) calendar days’ notice of its intent to subcontract and meet with the Union within fifteen (15) calendar days of the notice to consider alternatives to subcontracting.

Section 17.9. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes 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 rights or 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter 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 that they negotiated or signed this Agreement.

Section 17.10. Role of the Public Health Nurse. The following is intended as a generalized statement of the role of the public health nurse and shall not restrict the Employer in the exercise of its lawful management rights nor shall it excuse a public health nurse from performing their assignments given by their supervisor which is connected with the mission of the Department, provided that such assignment is consistent with their professional ethics.

Kent County public health nurses work as members of a health care team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public health nurses participate in the assessment, planning and implementation and evaluation of community health needs. They may provide skilled nursing services to individuals and families at home, school, work and in hospitals, clinics, nursing homes and other settings. Public health nurses may participate in educational programs for nurses, community groups, co-workers in public health and allied professions. Kent County public health nurses emphasize promotion and maintenance of health including prevention of disease and disabling conditions. They may provide comprehensive care including maximum rehabilitation of the sick and disabled. The public health nurse frequently serves as liaison between the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families. The public health nurse presents the potential public health nursing's contribution in community program planning and in diagnosis and treatment of community ills. The public health nurse lends support and special skills to the total configuration of public health practice.

Section 17.11. Classification and Rates. Amended December 27, 2021 and December 26, 2022.

The classifications and rate schedule attached as Appendix A is incorporated herein and made a part of this Agreement. Steps "A" through and including "G" shall be applicable in accordance with the County pay plan.

For annual 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.

The wage increases for 2019, 2020 and 2021 will be 2.5%, as included in Appendix A, effective on the dates determined under this Section. If this Agreement is not reopened under Section 18.2, the 2% increases included in Appendix A for 2022 and 2023 will take effect on the dates determined under this Section. The Agreement was reopened and the wage rate increase for 2022 will be 2.5% and an additional 2.5% for 2023.

For 2023 wage rate see Letter of Understanding – 2023 Annual Across the Board Percentage Wage Increase and Appendix A.

Section 17.12. Nurse Practice Committee. The Employer agrees to establish and maintain a Nurses Practice Committee under such rules as may be established by the Employer for the purpose of discussing matters of concern regarding nursing practices. These discussions shall not be considered collective bargaining negotiations but rather discussions between the Employer and its employees regarding professional nursing practices.

Section 17.13. Medical Dispute Resolution. In the event of a dispute involving an employee's physical or mental ability to perform their 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 choice and at its expense. If the dispute still exists, the matter will be subject to the Grievance and Arbitration provisions of this Agreement.

Section 17.14. Tuition Reimbursement. Full-time employees shall be eligible to participate in the County's tuition reimbursement program.

Section 17.15. Deferred Compensation Plan. Employees will be eligible to participate in the County's deferred compensation plan. The minimum contribution shall be twenty-five dollars (\$25.00) per pay period.

Section 17.16. Employee Assistance Program. Employees covered by this Agreement shall be eligible to participate in the County's Employee Assistance Program.

Section 17.17. Smallpox Vaccination Program. The parties hereby agree to the following:

That any bargaining unit member who may become ill from receiving smallpox vaccinations or contract an illness from participating in the smallpox vaccination program will not be required to use their accrued personal days or vacation days for time off work if related to said illness and the illness occurs within twenty (20) days of contact.

In the event a bargaining unit employee contracts an illness or disability as a result of the vaccination program and becomes covered under Workers' Compensation, the County will supplement the payment as specified in the bargaining agreement up to twenty-six (26) weeks.

Employees off the active payroll due to an extended illness or disability resulting from receiving the vaccine or participating in the vaccination program will retain reemployment rights for one year. In the event a bargaining unit employee is off the active payroll for more than one year the employer will place the employee in a comparable position when the employee is able to return to work, able to perform the requirements of the position and a position is available. An employee's ability to return to work as described in the preceding sentence shall expire after being off the active payroll for two years.

The Homeland Security Act provides first priority coverage for liability for those individuals that administer smallpox vaccine. In addition, nurses who are acting within the scope of their authority will have second priority coverage for liability under the Loss Fund up to the limits prescribed in the loss fund document.

Section 17.18. Additional County Commitment. The County represents that its proposals for new employee Paid Personal Leave hours under Section 11.9(b) above, and the new employee Schedule B vacation under Section 12.1(a) above, have also been made to UAW Local 2600 ("UAW"). The County commits that if a renewal UAW agreement has higher new employee paid time off or vacation than this Agreement, this Agreement will be automatically amended to substitute the applicable benefit levels under that UAW agreement.

Section 17.19. 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 18.1. Termination. This Agreement shall remain in force until 12:00 midnight, December 31, 2023, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a

desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, negotiation, change or any combination thereof.

Section 18.2. Reopening. Either party may reopen this Agreement during 2021, only with regard to wages under Section 17.11 and Appendix A 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 18.3. Reopening Negotiations. If this Agreement is reopened under Section 18.2, 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 17.11 and Appendix A.

TEAMSTERS LOCAL NO. 214




Sue Sofron


Rebecca L. Danville


Cameka James

Michelle Anderson

COUNTY OF KENT







**Appendix A – See
Amended Wage Scale
Subject to Section 17.11**

Range /Step	2019			2020			2021		
	12/31/18 Hourly Rate	12/31/18 Bi-Weekly Rate	12/31/18 Annual Rate	12/30/19 Hourly Rate	12/30/19 Bi-Weekly Rate	12/30/19 Annual Rate	12/28/20 Hourly Rate	12/28/20 Bi-Weekly Rate	12/28/20 Annual Rate
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
A	\$25.17	\$2,013.60	\$52,353.60	\$25.80	\$2,064.00	\$53,664.00	\$26.45	\$2,116.00	\$55,016.00
B	\$26.10	\$2,088.00	\$54,288.00	\$26.75	\$2,140.00	\$55,640.00	\$27.42	\$2,193.60	\$57,033.60
C	\$27.25	\$2,180.00	\$56,680.00	\$27.93	\$2,234.40	\$58,094.40	\$28.63	\$2,290.40	\$59,550.40
D	\$28.15	\$2,252.00	\$58,552.00	\$28.85	\$2,308.00	\$60,008.00	\$29.57	\$2,365.60	\$61,505.60
E	\$29.50	\$2,360.00	\$61,360.00	\$30.24	\$2,419.20	\$62,899.20	\$31.00	\$2,480.00	\$64,480.00
F	\$30.71	\$2,456.80	\$63,876.80	\$31.48	\$2,518.40	\$65,478.40	\$32.27	\$2,581.60	\$67,121.60
G	\$32.24	\$2,579.20	\$67,059.20	\$33.05	\$2,644.00	\$68,744.00	\$33.88	\$2,710.40	\$70,470.40

**Amended Wage Scale
See Amended Wage Scale**

Range/Step	2022			2023		
	12/27/21 Hourly Rate	12/27/21 Bi-Weekly Rate	12/27/21 Annual Rate	12/26/22 Hourly Rate	12/26/22 Bi-Weekly Rate	12/26/22 Annual Rate
*****	*****	*****	*****	*****	*****	*****
A	\$27.11	\$2,168.80	\$56,388.80	\$27.79	\$2,223.20	\$57,803.20
B	\$28.11	\$2,248.80	\$58,468.80	\$28.81	\$2,304.80	\$59,924.80
C	\$29.35	\$2,348.00	\$61,048.00	\$30.08	\$2,406.40	\$62,566.40
D	\$30.31	\$2,424.80	\$63,044.80	\$31.07	\$2,485.60	\$64,625.60
E	\$31.78	\$2,542.40	\$66,102.40	\$32.57	\$2,605.60	\$67,745.60
F	\$33.08	\$2,646.40	\$68,806.40	\$33.91	\$2,712.80	\$70,532.80
G	\$34.73	\$2,778.40	\$72,238.40	\$35.60	\$2,848.00	\$74,048.00

Appendix A
Amended December 26, 2022

12/26/22 Hourly Rate	12/26/22 Bi-Weekly Rate	12/26/22 Annual Rate
*****	*****	*****
\$28.19	\$2,255.20	\$58,635.20
\$29.23	\$2,338.40	\$60,798.40
\$30.52	\$2,441.60	\$63,481.60
\$31.52	\$2,521.60	\$65,561.60
\$33.05	\$2,644.00	\$68,744.00
\$34.40	\$2,752.00	\$71,552.00
\$36.12	\$2,889.60	\$75,129.60

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.

Appendix C
Form for Declining Union Representation at Investigator

I decline by right to Union representation at the investigatory interview on _____ . I
waive and release any claim against the Union or Employer relating to lack of Union
representation at this interview.

Employee Name: _____ Date: _____

Employee Signature: _____

Letters of Understanding

Letter of Understanding Public Health Nurse Starting Wage (see Letter of Understanding – Public Health Nurse Starting Wage signed October 26, 2021

It is agreed that a newly hired Public Health Nurse with as Associate Degree in Nursing (ADN) will start at the “A” step of the wage scale (Appendix A).

When a Public Health Nurse with a ADN successfully completes their probationary period they will progress to the B step of the wage scale.

If is further agreed that a newly hired Public Health Nurse with a Bachelor Degree in Nursing (BSN) will start at the “B” step of the wage scale (Appendix A).

When a Public Health Nurse with a BSN successfully complete their probationary period they will progress to the C step of the wage scale.

Letter of Understanding Union Dues

The County of Kent (“County”) and Teamsters, State, County and Municipal Workers Local 214 (“Union”) agree that beginning January 1, 2016, a County employee may revoke their authorization for the County to make payroll deduction of Union dues as follows:

1. The employee must send the Union, at least 30 days before the beginning of the payroll period in which the revocation is to take effect, a certified letter stating the employee’s intent to revoke the payroll deduction authorization. The certified letter is to be mailed to the Union at the following address unless otherwise notified:

2825 Trumbull Avenue
Detroit, MI 48216

2. The employee must send a copy of the letter (by first class mail, email or other delivery method) to: Kent County Human Resources Department, Attention: Labor Relations Attorney.

Provided proper notice, as outlined above, is given, the Union will promptly notify the Labor Relations Attorney in writing (by mail, email or other delivery method) of the receipt of a revocation letter, identifying the employee and the date of receipt.

The Human Resources Department will notify the Payroll Department of the date on which Union Dues deductions are to end.

The Union will notify the County’s representative of the Union address to which employee certified letters are to be sent. The Union may change that address, or the County may change its

designated representative above, with two weeks advance written notice to the other party (by mail, email or other delivery method.)

LETTER OF AGREEMENT

Kent County –and- Teamsters Local 214 (Public Health Nurses Unit)

This Letter of Agreement is made by and between Kent County (“County”) and Teamsters Local 214 (Public Health Nurses Unit) (“Union”). The County and the Union agree as follows:

1. Modify the first sentence of Section 9.2 of the parties’ collective bargaining agreement (“CBA”) to read as follows:

Time and one-half (1½) the employee’s straight-time hourly rate shall be paid for all hours worked in excess of forty (40) hours in the workweek and for all work performed on a Saturday, a Sunday, or a weekday on which a recognized holiday is observed (excluding the employee’s birthday).

2. Add a new Section 9.4 to the CBA reading as follows:

Section 9.4. Pyramiding. There shall be no pyramiding of overtime premium payment for weekly overtime hours, holidays, weekend overtime and call-back pay. Pyramiding is defined as the practice of counting the same hours against two different overtime limits.

3. The County shall pay overtime to the employees who worked on Friday, July 3, 2020 (which was the weekday on which the recognized holiday of Independence Day was observed), in a manner consistent with the CBA as modified above.

4. The Union hereby withdraws with prejudice its “class action” grievance dated July 16, 2020, concerning overtime for work performed on a weekday on which a recognized holiday was observed (including any later amendments or additions to the grievance).

KENT COUNTY

By: 
Its: HR Director

Date: 7-13-2021

TEAMSTERS LOCAL 214 (PUBLIC HEALTH NURSES UNIT)

By: Dennis E. Nauss
Its: Dennis E. Nauss

Digitally signed by: Dennis E. Nauss
DN: CN = Dennis E. Nauss email =
dennauss@teamsters214.org C = US O =
Teamsters Local 214
Date: 2021.01.05 15:07:13 -05'00'

Date: _____

LETTER OF UNDERSTANDING
Public Health Nurse Starting Wage

This Letter of Agreement is made by and between Kent County ("County") and Teamsters Local 214 (Public Health Nurses Unit) ("Union"). There has been difficulty recruiting and retaining nursing staff. To attract experienced nurses the County and the Union agree newly hired nurses will be placed in the pay scale according to the following:

A Step: Associate Degree in Nursing with 36 months or less experience as a Registered Nurse.

B Step: Associate Degree in Nursing with 37 months to 60 months of experience as a Registered Nurse.

C Step: Bachelor of Science in Nursing with 36 months or less of experience as a Registered Nurse; or Associate Degree in Nursing with 61 months or more of experience as a Registered Nurse.

D Step: Bachelor of Science in Nursing degree with 37 months or more experience as a Registered Nurse.

The newly hired nurse shall be considered a probationary employee as defined within the ***Agreement Between County of Kent and Teamsters State, County & Municipal Works Local 214, Effective January 1, 2019 - December 31, 2023***, Section 10.2, after which time their seniority shall be as their most recent date of hire.

All Public Health Nurses hired on or after January 1, 2019 that met the above criteria, at date of hire, who have not yet progressed to the "D" step, will be moved to the step of the pay scale as if this agreement were in place at the time of their hire, not to exceed the "D" step. They will progress through the steps as indicated in the County's pay plan.

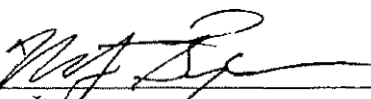
This Letter of Understanding shall replace the ***Public Health Nurse Starting Wage Letter of Understanding*** in the January 1, 2019- December 31, 2023 collective bargaining agreement.

Nothing in this Letter of Understanding shall modify any other terms or conditions of the Agreement.

KENT COUNTY

By:  Date: 10/16/2016
Its: HR Director

TEAMSTERS LOCAL 214 (PUBLIC HEALTH NURSES UNIT)

By:  Date: 10/16/2016
Its: [Redacted]

LETTER OF UNDERSTANDING
Personal Leave

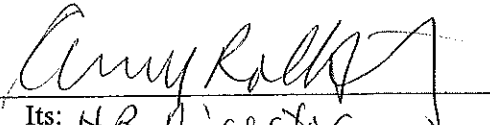
This Letter of Agreement is made by and between Kent County ("County") and Teamsters Local 214 (Public Health Nurses Unit) ("Union"). The parties agree to modify Section 11.1 (a) of the *Agreement Between County of Kent and Teamsters State, County & Municipal Works Local 214, Effective January 1, 2019 – December 31, 2023* as follows:

Section 11.1 Personal Leave.


- (a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and given to the division director. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's division director and the Human Resources Director.

Each employee shall be entitled to forty (40) hours of leave without pay annually without loss of benefits, if approved in advance by the employee's immediate supervisor. Probationary employees may use up to sixteen (16) hours of the above unpaid leave for absences due to illness, subject to verification acceptable to the supervisor; this sentence does not affect the at-will status of probationary employees

KENT COUNTY

By:  Date: 10-26-21
Its: HR Director

TEAMSTERS LOCAL 214 (PUBLIC HEALTH NURSES UNIT)

By:  Date: 10/20/21
Its: [Redacted]