

AGREEMENT

between

THE COUNTY OF KENT
and
THE SHERIFF OF KENT COUNTY

and

POLICE OFFICERS LABOR COUNCIL
CAPTAINS/LIEUTENANTS

Effective: January 1, 2024 – December 31, 2027

TABLE OF CONTENTS

	SECTION	PAGE
ADVANCEMENT	6.1	5
AGENCY SHOP	3.1	3
ALCOHOL AND DRUG TESTING.....	16.6	23
ANNUAL SALARIES	15.1	22
APPEALS.....	7.3	6
APPENDIX B.....		29
ASSOCIATION RIGHTS	2.2	2
BEREAVEMENT LEAVE	9.2	8
CLOTHING ALLOWANCE.....	16.3	23
COLLECTIVE BARGAINING COMMITTEE.....	2.1	1
COLLECTIVE BARGAINING UNIT.....	1.1	1
COMPULSORY STATEMENT (GARRITY RIGHTS).....	2.4	2
COST OF LIVING	12.2	20
DEMOTION IN LIEU OF LAYOFF	8.3	7
DENTAL BENEFIT PLAN	10.3	14
DISABILITY LEAVE OF ABSENCE.....	11.3	19
DISCIPLINE	7.1	5
DRY CLEANING	16.5	23
DUES CHECK-OFF.....	3.2	3
EMPLOYER.....	4.2	3
EQUIPMENT ALLOWANCE.....	16.4	23
EXTENDED LONG-TERM DISABILITY PROGRAM	11.2	18
GENDER.....	16.7	27
GRIEVANCE	7.2	6
HEALTH INSURANCE	10.1	11
HOLIDAY PAY	14.1	22
INDEFINITE LAYOFF	8.2	7
INVESTIGATORY INTERVIEW.....	2.3	2
JURY LEAVE	9.4	9
LETTERS OF UNDERSTANDING		30
LIFE INSURANCE.....	10.5	16
MILEAGE	16.2	23
MILITARY LEAVE.....	9.3	8

ON-CALL DUTY.....	5.3	4
OVERTIME	5.2	4
PAID PARENTAL LEAVE.....	9.7	10
PAID TIME OFF.....	9.6	9
PAYMENT IN LIEU OF HOSPITALIZATION INSURANCE.....	10.2	13
PENSION PLAN.....	12.1	20
PERSONAL LEAVE	9.1	7
PET HEALTH.....	10.9	16
RECALL	8.4	7
RETIRES' HEALTH INSURANCE	10.4	14
RETIREMENT BONUS	12.4	21
RETIREMENT ELIGIBILITY	12.3	20
SECTION 125 PLAN.....	10.7	16
SENIORITY DEFINITION.....	8.1	6
SHIFT PREFERENCE.....	5.4	5
SICKNESS AND ACCIDENT BENEFITS	11.1	16
SPECIAL CONFERENCES.....	16.1	23
SUPPLEMENTAL LIFE INSURANCE.....	10.6	16
TERMINATION	17.1	27
UNIFORMS AND EQUIPMENT	16.4	23
UNION	4.1	3
VACATIONS	13.1	21
VISION PLAN	10.8	16
WITNESS LEAVE.....	9.5	9
WORK SCHEDULES.....	5.1	4
WORKERS' DISABILITY COMPENSATION SUPPLEMENT.....	11.4	19

AGREEMENT

An AGREEMENT effective this 25th day of January, 2024, to take effect January 1, 2024, by and between THE COUNTY OF KENT and THE SHERIFF OF KENT COUNTY, hereinafter referred to as "Employer", and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union", as follows:

PREAMBLE

It is the intent and purpose of this Agreement to set forth the general provisions that the parties have agreed upon relating to wages, hours, terms and conditions of employment to foster clarity and understanding and to strengthen their harmonious relationship. It is not the intent and purpose of this Agreement to diminish the duties, rights and powers of the constitutional office of the Sheriff. As command officers, members of the bargaining unit serve at the pleasure of the Sheriff and act under and in accordance with the lawful authority of the Sheriff in the execution and implementation of policies and programs of that constitutional office.

RECOGNITION

Section 1.1. Collective Bargaining Unit. In accordance with Act No. 176 of the Public Acts of 1939, as amended, and Act No. 336 of the Public Acts of 1947, as amended, the Union is recognized as the exclusive collective bargaining agent for all employees of the Employer in the following described collective bargaining unit but such recognition shall not diminish the lawful and constitutional authority of the Sheriff:

All full-time employees employed in the Sheriff's Department of Kent County, classified and occupying the position of Captain, Lieutenant, and Emergency Communications Center Manager ("ECCM"), but excluding the Sheriff, Under-sheriff, Chief Deputy Sergeants, temporary employees and all other employees.

REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer hereby recognizes not more than three (3) employees from the bargaining unit as a collective bargaining committee, one of which shall be designated as the Chairperson. Members of the collective bargaining committee shall act in a representative capacity for meetings with representatives of the Employer regarding matters of concern and to negotiate successor collective bargaining agreements. The Union shall notify the Employer in writing of the names of the members of its collective bargaining committee.

Section 2.2. Association Rights. All employees covered by this Agreement shall have the right to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public Employer through representatives of their own free choice; provided however, that such rights shall be exercised consistent with and not in conflict with the terms of this Agreement.

Section 2.3. Investigatory Interview.

The parties agree to the following:

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

Section 2.4. Compulsory Statement (Garrity Rights). If the matter under investigation could lead to criminal charges and the Department wishes to obtain a verbal or written statement to determine the employee's continued status with the Department, the employee shall be advised that the Constitution prohibits coerced statements obtained under the threat of

discipline up to and including discharge from use against them in subsequent criminal proceedings.

When the Employer advises the employee that such statements given will not be used against them in any subsequent criminal proceedings, the employee shall also be advised that:

The employee has the right to Association Counsel or Association representation during questioning;

- (a) The presence of Association Counsel or an Association representative will in no way, in and of itself, jeopardize their continued employment;
- (b) The employee is required to fully and truthfully answer the questions.

UNION SECURITY AND DUES CHECKOFF

Section 3.1. Agency Shop. All employees who are subject to this Agreement shall, as a condition of continued employment, either join and remain members in good standing of the Union, or pay an agency fee to the Union, within sixty (60) days after becoming a member of this bargaining unit. This Section is suspended to comply with the June 27, 2018 U.S. Supreme Court decision. The suspension will end if this Section again becomes lawful.

Section 3.2. Dues Check-off. The Employer agrees to deduct from the salary of each employee who files a written authorization with the Employer, monthly Union dues or Agency fees. Such deductions shall be transmitted to the designated addressee as authorized by the Union. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims arising out of its check-off of Union dues and Agency fees.

RIGHTS OF THE PARTIES

Section 4.1. Union. The Employer recognizes the exclusive right of the Union to act as the collective bargaining agent for its employees in the classifications included within the collective bargaining unit described above.

Section 4.2. Employer. The Union recognizes, and the County of Kent reserves, all of its statutory rights as a municipal corporation. The Union also recognizes, and the Sheriff reserves, all of the constitutional and statutory rights of the office of the Sheriff.

HOURS OF WORK

Section 5.1. Work Schedules. The Sheriff shall establish work schedules for each member of the bargaining unit. However the Employer recognizes that as supervisors the employees' work is related more to responsibilities than hourly schedules and therefore each employee's work schedule will be flexible and varied with relevance to the responsibilities assigned.

Section 5.2. Overtime.

- (a) If an employee works hours outside and contiguous to the employee's regular scheduled shift (such as being "held over"), the employee shall be entitled to receive straight-time flex time for such hours actually worked. Flex time has no monetary value and must be used within the same pay period in which it is earned or it will be lost. If due to work demands the employee is unable to use some or all of such flex time within the same pay period, the employee may elect to receive, in lieu of the flex time the employee was unable to use, overtime pay at the rate of 1.5 times the employee's straight-time regular rate of pay (annual salary divided by 2,080) or compensatory time at time-and-a-half.
- (b) If an employee is called back to work outside their regular scheduled shift and such hours are not contiguous to the employee's regular scheduled shift, the employee shall be entitled to receive overtime pay at the rate of 1.5 times the employee's straight-time regular rate of pay (annual salary divided by 2,080) or compensatory time at time-and-a-half for such hours actually worked.
- (c) Compensatory time may be accumulated up to a maximum of 120 hours. An employee shall be paid for all compensatory time upon severance of employment with the Employer.
- (d) All work by an employee performed outside the employee's regular scheduled shift must be authorized by the Sheriff or designated supervisor.

Section 5.3. On-Call Duty.

A Corrections and Enforcement on-call schedule shall be established at the beginning of the year. Each schedule will be based on a consistent rotation and duration. Employees scheduled to be on-call shall be assigned a minimum of four (4) on-call opportunities per year (employees who are scheduled to be on-call for a partial year may be assigned fewer than 4 on-call opportunities), consisting of assignments that are up to seven (7) days in duration. Employees shall receive eighteen (18) hours of pay for the on-call assignment at the employee's regular straight time rate of pay for their first four (4) on-call rotations, and shall receive eight (8) hours of pay at the employees regular straight time rate of pay for the remainder of the on-call rotations for that year. An employee assigned on-call status shall be eligible for the call back overtime provided for in Section 5.2 if they are called in to work during the on-call assignment. In the event of an emergency situation, an on-call employee called back to duty shall be paid time and

one half for all hours worked on that day. When a holiday falls during the employee's on call week, the employee will be paid an additional eight (8) hours of pay at the regular rate for each holiday.

Section 5.4. Shift Preference. Following the procedure outlined below, shift preference will be accomplished by the highest rank seniority lieutenant selecting their shift preference; and then the second highest rank seniority lieutenant will choose their shift preference. This procedure will continue until all shifts are filled as established by the Sheriff. This selection of shift preference will only apply to those captains/lieutenants that are assigned as shift commanders. Shift preference will be bid once a year for a one-year period with transfer to the preferred shifts to occur on the first Monday in January. The bidding process will be accomplished by the third Monday in September each year. Shift preference as provided herein shall not diminish the right of the Sheriff to make administrative changes in personnel to another shift if they deem it necessary.

PROMOTIONS

Section 6.1. Advancement. As supervisors within the Sheriff Department all members of the bargaining unit shall be considered for advancement to open positions of higher pay and greater responsibility but such advancement shall be at the sole and absolute discretion of the Sheriff.

DISCIPLINARY PROCEDURE

Section 7.1. Discipline.

The employer shall not discipline an employee without just cause. Violations of employer rules or policies involving the following are just cause for discharge:

- 1) falsification or other dishonesty during an internal investigation which pertains materially to the nature of the misconduct being investigated, or
- 2) criminal conduct offences punishable by 1 year or more of incarceration whether prosecuted or not.

In such cases the arbitrator shall be limited to only determining:

- 1) whether the employee committed the dishonesty during an internal investigation which pertains materially to the nature of the misconduct being investigated, or
- 2) criminal conduct offences punishable by 1 year or more of incarceration.

The arbitrator shall have no authority to modify the discipline imposed if the arbitrator determines that the facts support the violation of clear and convincing evidence. The arbitrator's authority shall not be limited if the facts do not support the violation with clear and convincing evidence.

Section 7.2. Grievance. For the purposes of this Agreement, a “grievance” shall be defined as a dispute regarding the meaning, interpretation or alleged violation of this Agreement or any Letters of Understanding. A grievance may be initiated by employees in the bargaining unit either singularly or jointly as a “class action”. An employee having a grievance shall discuss and attempt to resolve the grievance with the Administration. If no resolution is reached the grievance may be appealed as outlined in Section 7.3.

Section 7.3. Appeals. Appeals involving suspension, discharge or demotion may be submitted to arbitration by the Union within fifteen (15) days of the denial. Appeals shall be filed with the Federal Mediation and Conciliation Service (FMCS). The FMCS shall provide the parties with a list of arbitrators. The parties may mutually select an arbitrator or shall alternatively strike names from the list and the remaining name shall serve as the arbitrator. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall have no power or authority to amend, alter or modify this Agreement in any respect, nor shall they consider any statute or laws or extra-contractual agreements not specifically incorporated into this Agreement. The arbitrator shall not have authority to pass upon the Employer's exercise of any of its management rights not expressly limited by this Agreement. The award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted to the Employer. The arbitrator's decision shall be final and binding on the Employer, Union, and employees; provided, however, either party will have the right to challenge the arbitrator's decision or procedure in the courts on any basis provided by law. All claims for back wages shall be limited to the amount of wages the employee would have otherwise earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question. The arbitrator has no power to substitute their judgment for that of the Employer or to overrule the Employer unless the Employer's judgment or decision is contrary to the express provisions of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no authority to award interest or punitive damages. No grievance may be considered by the arbitrator if it was not processed within the time limits contained in this Agreement. Costs of the arbitration shall be borne equally by the parties hereto.

SENIORITY

Section 8.1. Seniority Definition.

- (a) Seniority shall be defined as the length of the employee’s continuous service with the County commencing from their last date of hire.
- (b) Department seniority shall be defined as the length of the employee’s continuous service with the Sheriff Department.

- (c) Rank seniority shall be defined as the length of the employee's continuous service with the Employer in a particular rank commencing from their last date of promotion to their rank. When two or more people are promoted to a particular rank on the same date, placement on the rank seniority list shall be determined according to seniority in the previously held rank.
- (d) Each respective type of seniority shall be utilized as a method of preference only for those matters specified in this agreement.

Section 8.2. Indefinite Layoff. When it is determined by the Employer that the work force in a particular rank is to be reduced for an indefinite time, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be probationary employees (if any) in the particular rank affected by the layoff.
- (b) Further layoffs from the affected ranks shall be accomplished by inverse order of rank seniority, provided the remaining senior employees have the experience, ability and training to perform the required work.

Section 8.3. Demotion in Lieu of Layoff. Employees who are laid off shall be entitled to displace the employee with the least rank seniority in any lower rank in the Sheriff's Department in which the employee previously held status provided:

- (a) The laid off employee has greater rank seniority in the rank in which the displacement is to occur than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective manner the work in the lower rank.
- (c) The laid off employee elects to exercise their displacement rights within forty-eight (48) hours of the notification of their layoff.

Section 8.4. Recall. When it is determined by the Employer to increase the work force in a rank after a layoff, employees previously laid off from that rank will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill, and ability to perform in an effective and efficient manner the required work.

LEAVES OF ABSENCE

Section 9.1. Personal Leave. Full-time and part-time employees may be granted a personal leave of absence without pay upon receipt of written request for such leave giving reasons for the request. Approval shall be in writing by the appropriate supervisor or appointment authority.

Personal leave with pay may be granted upon approval by the Finance and Physical Resources Committee.

Section 9.2. Bereavement Leave. All full-time employees shall be entitled to bereavement leave with pay in accordance with the following:

<u>In the event of the death of:</u>	<u>Period of Leave</u>
Spouse, Child, Father, Mother, Sister or Brother, stepchild under 21 years of age, or any child the employee is legal guardian of (documentation required)	5 consecutive days
Father- or Mother-in-law, Sister- or Brother-in-law, Grandparent or Grandchild	3 consecutive days
Aunt or Uncle	2 consecutive days

Leaves under this Section shall include the day of the funeral or memorial service, and the funeral or memorial service must take place within 30 days after the date of death unless otherwise approved by the Sheriff or designee.

An employee shall be entitled to additional time, without pay, equivalent to air travel time, for deaths in the immediate family which are out of state.

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

Section 9.3. Military Leave. All full-time employees who enter active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes.

- (a) Any full-time employee who participates in a branch of the Armed Forces Reserve Training Program shall be granted leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employees shall be paid the difference between the amount received for such training and the employee's regular salary. A Change of Status form and proper documentation must be submitted prior to receiving this benefit.
- (b) Any full-time employee who is ordered to emergency active duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the County the difference between the

amount the employee receives for such duty and their regular salary for the period set forth in County policy. A Change of Status form and proper documentation must be submitted prior to receiving this benefit.

Section 9.4. Jury Leave. All full-time and part-time employees who are summoned by the Court to serve as jurors shall be given jury leave of absence for the period of their jury duty. The employee shall continue to receive salary continuation up to a maximum of 45 days if the following conditions are met:

- (a) The supervisor is given reasonable advance notice of the time that the employee is required to report for jury duty; and
- (b) The satisfactory evidence is given to verify the periods of employee service to the court; and
- (c) The employee turns over to the County all jury duty payment, excluding mileage, received in return for services as a juror.

Section 9.5. Witness Leave. All full-time and part-time employees who are legally subpoenaed as a witness in any criminal case in a Kent County court of law or courts of counties contiguous to Kent County, to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. The employee will be allowed salary continuation to a maximum of five (5) days per calendar year to serve as a witness if the following conditions are met:

- (a) The supervisor is given reasonable advance notice of the time that the employee is required to report for witness duty; and
- (b) That satisfactory evidence is given to verify the period the employee serves in such capacity; and
- (c) The employee turns over to the County all witness fee payments, excluding mileage, received in return for services as a witness.

Section 9.6. Paid Time Off.

- (a) All full-time employees covered by this Agreement shall be credited with eighty (80) hours of paid time off each year.
- (b) New employees in the bargaining unit who did not previously have a Paid Time Off bank will be credited with a pro rata amount of paid time off at the rate of six (6) hours and 40 minutes for each full month remaining in the calendar year as soon as administratively possible after their hire or their transfer into the bargaining unit .

- (c) Paid time off shall be granted for personal reasons, emergency personal reasons, when an employee is unable to perform their duties because of illness or injury, illness or injury of a member of the immediate family including parents, or illness or incapacity associated with pregnancy. In the event that the employee has exhausted their paid time off bank, the employee shall be allowed to activate their vacation or comp time banks or go without pay.
- (d) Paid time off days shall be charged against the employee's paid time off account in the amount taken.
- (e) Absent an emergency situation, paid time off must be requested at least four (4) days in advance of the date requested. The reported reason for the use of the paid time off benefit is at the employee's discretion; however, if less than four day's advance notice is given because of an emergency situation the Employer may request proof of the emergency situation.
- (f) Paid time off may be taken in one (1) hour increments with permission of the employee's supervisor.
- (g) New paid time off will be credited each year on the same date as the wage increase for the year under Section 15.1. Current year paid time off may be used through the end of the pay period before the annual credit of new paid time off. At the end of that pay period, the number of unused paid time off hours shall be added to the employee's reserve sick leave bank under Section 11.1(f). There shall be no limit on the number of hours an employee may have in their reserve sick leave bank.
- (h) An employee shall not be charged paid time off leave for a doctor or dentist appointment provided the employee submits a signed verification from the doctor/dentist substantiating the appointment.

Section 9.7 Paid Parental Leave

Employees shall be entitled to up to eighty (80) hours of paid parental leave for the birth or adoption of a child or multiple children during the same birth or placement, which takes place on or after January 1, 2024 in accordance with the following provisions.

To receive paid parental leave:

- a. The employee must be eligible to use FMLA leave for the birth or adoption of a child, and must apply for and be approved for FMLA by the County's FMLA claims administrator; or
- b. If the employee is not eligible or approved to use FMLA leave for the birth or adoption, the employee must receive written approval from their supervisor.

The leave must be used consecutively within the first 6 months following the birth or placement of adoption.

The leave may not be used (1) intermittently or (2) to supplement any other benefit or form of leave that provides partial income replacement.

If the employee is eligible and approved for FMLA, the leave will run concurrently with FMLA.

If both parents work for the County, each parent shall be entitled to up to eighty (80) hours of paid parental leave for the birth or adoption.

This leave shall be used to meet 80 hours of the Employer's obligation under any statute compelling the Employer to provide an employee with paid leave for reasons covered by this Paid Parental Leave benefit.

INSURANCE

Section 10.1. Health Insurance. All full-time employees and eligible dependents shall be provided with a choice between the Kent County Wellness PPO Plan (PPO), a Health Maintenance Organization Plan (HMO), and a High Deductible Health Plan (HDHP). Each plan option includes a prescription drug plan. Any questions regarding eligibility or benefits should be directed to the Kent County Human Resources Department Benefits Manager or staff.

- (a) For employees enrolled in the PPO or HMO plans, the employee health insurance premium contribution will be 20% of the County's illustrative rates, through payroll deduction. The employee is eligible for a wellness incentive equal to two and one-half percent (2½%) if the employee has participated in the wellness program including the completion and reporting of biometric testing information from an annual preventive physical examination in accordance with the requirements of the County's employee wellness program. An additional two and one-half percent (2½%) incentive will be applied if the employee meets the CDC's guidelines for tobacco use or is participating in a County approved tobacco/nicotine cessation program.

Starting in 2025 wellness incentives will be paid in an annual lump sum. The first lump-sum payment will be in February 2025 for employees who earn wellness incentives in 2024. Thereafter, the annual incentive lump sum earned in a year will be paid in February of the following year.

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.

- (b) In addition to the Kent County Wellness PPO Plan and prescription drug plan , and the HMO program and prescription drug plan, 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: a high-deductible health plan with prescription drug plan, along with a health savings account option (“High Deductible Health Plan”) as summarized in Appendix B.
1. Employees shall contribute 15% of the County’s illustrative rates for the High Deductible Health Plan.
 2. The County will make a one-time contribution to the Health Savings Account of an employee enrolling in this plan for the first time in the amount of one thousand dollars (\$1,000.00) for single coverage and two thousand dollars (\$2,000) for two-person or family coverage.
 3. The High Deductible Health Plan will include a wellness incentive for employees who meet the requirements of the High Deductible Health Plan’s wellness program. The annual wellness incentive will be up to one thousand dollars (\$1,000) for single coverage and up to two thousand dollars (\$2,000) for two-person or family coverage. Employees are not eligible to receive any wellness incentives during the first year of their enrollment in the High Deductible Health Plan.
 4. The High Deductible Health Plan will include a surcharge equal to 10% of the High Deductible Health Plan single coverage healthcare premium for employees who do not meet the CDC guideline for tobacco use and who do not complete a county-approved tobacco cessation program.
- (c) A \$100 copay is added for specialty medications.
- (d) 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.
- (e) Elective abortions will no longer be covered under County health insurance plans.
- (f) 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.
- (g) Plan design changes including revisions to co-insurance and out of pocket maximum amounts will be implemented as summarized in Appendix B.

- (h) Annually during the open enrollment period, employees may choose between health coverage offered. This coverage will remain in effect for one year beginning January 1.

Employees must have the same enrollment for both the health and prescription plans (e.g. an employee cannot select one but not the other or have different employee/dependent coverage in the health and prescription plans).

- (i) 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 health insurance program.

Section 10.2. Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 10.1, effective with the execution of this Agreement, an employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 10.1 and in lieu thereof, shall receive thirty-five (\$35) per pay period subject to the following:

- (a) The employee must provide proof of insurance coverage from some other source.
- (b) Notice of the intent to waive insurance must be sent to the Human Resources Director within thirty (30) days 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 each year.
- (d) Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage (not by selection) may enroll in the County's health and welfare plans as long as written evidence is provided which substantiates one of these special conditions and the enrollment request is submitted within the timeframe noted in the plan document.
- (e) Restoration of insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.
- (f) Waiver of coverage procedures must be acceptable to the applicable insurance carrier. Payment in lieu of health insurance shall not be paid to an employee who is covered by a County plan as a spouse or dependent.

Section 10.3. Dental Benefit Plan. All full-time employees and their eligible dependents that have enrolled will be entitled to the following Dental Benefits.

Reimbursement of fifty percent (50%) of reasonable and customary charges as determined by a licensed dentist or physician for services or supplies to a maximum of \$2,500 per family per calendar year. Class I benefits (two cleanings and one set of x-rays annually per participant) will be reimbursed at 100% of reasonable and customary charges subject to the annual maximum. The benefits shall include an Orthodontic rider. Dental expenses which are the result of an accidental injury, which is covered in whole or in part by any other benefit plan offered by the County, are excluded from this coverage.

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

- (a) All full-time employees who apply for dental benefits within the time frame in the plan document; enrollment will be made effective under the Dental Plan no later than the first of the month following receipt of enrollment request. All terminated employee benefits continue through the end of the employee's last month of employment. Employees in an approved unpaid leave of absence may continue coverage under COBRA.
- (b) All dental claims must be filed within six (6) months after the calendar year in which services were rendered has ended. For example, 2012's bills must be filed by June 30, 2013.
- (c) A Dental Benefit Plan Employee Handbook explaining in further detail the Dental Benefit Plan shall be made available to all eligible employees on the County intranet/internet site.

Section 10.4. Retirees' Health Insurance. The Employer will provide health care insurance for full-time employees who retire under the Employer's retirement plan on January 1, 1989 or thereafter, in accordance with the following:

- (a) Employees who retire on or after January 1, 2016, who have a minimum of twenty-five (25) years of service, or employees who receive a duty disability retirement on or after January 1, 2016, 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) per month (provided, however, that a voluntary plan under Section 10.1(c) will not be considered in determining the "lowest single subscriber health insurance" program unless the retiree elects that plan). Effective January 1, 2019 the maximum amount will be increased to four hundred dollars (\$400) for those who retire on or after that date. Effective January 1, 2024 the maximum amount will be increased to four hundred fifty dollars (\$450) for

those who retire on or after that date. Annually, during open enrollment, or upon the occurrence of a qualifying event, retirees may opt in or out of an Employer offered plan, but the retiree must elect an employer plan to receive the subsidy. When the retiree is eligible for Medicare, the Employer shall provide to the retiree Medicare supplement insurance at an amount not to exceed the lowest single subscriber rate available under the Employer's insurance programs, not to exceed the applicable maximum amount above. Retirees may, at their own expense, be allowed to pay the difference between the premium amount paid by the Employer and the premium amount for any other Employer provided insurance plan selected by the retiree. Effective January 1, 2006, retirees shall be eligible to purchase vision insurance subject to the carrier's rules. Effective January 1, 2016, retirees shall be eligible to purchase dental insurance at their cost from a third party insurance carrier, subject to the carrier's rules.

Retirees and their dependents age sixty-five (65) or 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) Employees who retire on or after the effective date of this Agreement, with less than twenty-five (25) years of continuous service at the time of retirement (other than employees who receive duty disability retirement) shall have a monthly pro-rata health care credit based on years of credited service in relation to 25 years not to exceed the single subscriber rate.
- (c) 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.
- (d) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending on the death of the employee.
- (e) No payments shall be made by the Employer if:
 - (1) The employee receives a deferred pension;
 - (2) The employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;

- (3) The retiree is covered by a health care program or insurance under their spouse's employment;
 - (4) The balance of the required premiums required by the carrier in excess of those paid by the Employer is not paid by the employee.
- (f) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the County's health care program that is provided to members of the bargaining unit from which they retired and such benefits are subject to negotiations between the parties and the provisions of Section 10.1.
- (g) Employees hired on or after January 1, 2016, upon their retirement, will be in a separate group for retiree health premium rating purposes.

Section 10.5. Life Insurance. The Employer shall pay the required premiums to provide each full-time employee with fifty thousand dollars (\$50,000) of Term Life Insurance.

Section 10.6. Supplemental Life Insurance. Employees may purchase additional life insurance through payroll deduction as follows: (1) in five thousand dollar (\$5,000) increments up to a maximum of one hundred fifty thousand dollars (\$150,000) and (2) above one hundred fifty thousand dollars (\$150,000) up to a maximum of four hundred fifty thousand dollars (\$450,000) in fifty thousand-dollar (\$50,000) increments.. The amount deducted shall equal the actual cost to the County. The purchase of such supplemental life insurance shall be subject to the carrier's rules.

Section 10.7. Section 125 Plan. The full-time employees shall be eligible to participate in the Employer's Section 125 Plan.

Section 10.8. Vision Plan. Full-time employees shall be provided with the Employers Vision Plan. New glasses will be covered annually if there is a change in the prescription.

Section 10.9 Pet Health Insurance.

At the County's discretion, employees may be offered the opportunity to purchase pet health insurance. Employees would pay the full cost for this insurance.

DISABILITY PROGRAM

Section 11.1. Sickness and Accident Benefits.

- (a) In consideration for the program of sickness and accident insurance benefits described in this Section, the parties agree that the former program of paid sick days shall no longer exist after December 31, 2003. No further use of time earned under

the prior sick leave program; other than as provided in Sections 9.6 and 12.4 and this Section shall be permitted.

- (b) 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 the first day of the month following the most recent date of hire or the date the employee enters this union, whichever occurs later, subject to the provisions in the summary plan document. 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. No sickness and accident benefits will be payable for more than 182 calendar days of disability with the same cause during any 12-month period. 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.
- (c) The employee shall be given pension service credits for the period of time an employee is receiving sickness and accident insurance benefits under the County plan, provided that the employee pays the pension contribution on 100% of the employee's normal gross weekly wage for the entire period in which S&A benefits are paid.
- (d) If an employee is otherwise eligible for Family and Medical Leave all insurance premium payments will be paid while an employee is receiving sickness and accident benefits, not to exceed twenty-six (26) weeks in a rolling twelve (12) month period, subject to the employee making the necessary premium co-payments.
- (e) An employee who is receiving sickness and accident insurance benefits shall be eligible to return to their former position at any time during the duration of the sickness and accident benefit period provided that the employee is medically cleared to return to work.
- (f) Accrued sick leave hours earned prior to January 1, 2003 have been placed in a reserve sick leave bank. The employee may use the hours in the reserve sick leave bank in the following manner.
 - (1) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.

- (2) Following the exhaustion of the sickness and accident benefits, the employee may draw from the reserve sick leave bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal weekly wage.
- (3) An employee may supplement as provided in (a) and (b) above from the employee's vacation bank, holiday bank, or current year paid time off, instead of the reserve sick leave bank. At the beginning of the leave the employee will specify on the standard County form the order in which the banks will be accessed. The banks will be applied in the order specified by the employee, with exhaustion of one bank required before beginning withdrawals from the next.
- (4) Employees may request to retain one-half (½) of their accrued vacation time as of the date FML begins. The employee must request in writing prior to the beginning of the leave unless unable due to an emergency. Once the election is made, it cannot be revoked.

Section 11.2. Extended Long-Term Disability Program. When eligible full-time employees are sick or injured and they have exhausted all benefit entitlement under Vacation and Holiday Benefit Bank and the Sickness and Accident Disability program, they may be eligible for Extended Long-Term Disability benefits.

- (a) This Extended Long-Term Disability benefit is a benefit covering employees with five or more years of continuous service with disability benefits for a period equal to the employee's continuous months of County service on an accumulated basis.
- (b) Eligible employees are provided a disability benefit equal to 50% of gross salary earned at the time of disability to a maximum \$2,000 per month.
- (c) Employees are considered eligible for this benefit only one time during their course of County employment. Benefit eligibility will continue until the employee reaches age 70. Extended Long-Term Disability benefits can be used while the employee is eligible for and/or receiving disability benefits under Worker's Compensation provisions.
- (d) The Extended Long-Term Disability benefit will not be used for increasing pension benefits by increasing either the employee's final average salary or number of years credited service.
- (e) This benefit will be offset by any benefit entitlement under Workers' Disability Compensation, Social Security benefits, and "no-fault" personal injury protection benefits. Extended Long-Term benefits terminate upon retirement.

- (f) Employer-paid Term Life Insurance, Hospitalization, and Dental premiums will not be paid by the County during Extended Long-Term Disability leave. Employees on Extended Long-Term Disability may continue their Term Life Insurance, Dental, and Hospitalization Insurance coverage for a maximum period of six months by paying the insurance premiums themselves at the group rate.

Section 11.3. Disability Leave of Absence. When full-time employees are sick or injured and have exhausted all eligible benefits under the Employee Sickness and Accident Extended Long-Term Disability Program, and Vacation & Holiday time, they may apply for Disability Leave of Absence, in writing, to the Sheriff.

- (a) All Disability Leaves of Absence are without pay and must have the approval of the Sheriff.
- (b) The County payment of Term Life Insurance and Hospitalization Insurance premiums will cease the first of the month following the employee's exhaustion of benefits under the Long-Term Disability Program. Employees on Extended Long-Term Disability or approved Disability Leave of Absence may, however, continue their Term Life Insurance, Dental, and Hospitalization Insurance coverage under COBRA.

Section 11.4. Workers' Disability Compensation Supplement. In case of County work-incapacitating injury or illness for which a full-time employee is, or may be, eligible for work disability benefits under the Workers' Disability Compensation Law of the State of Michigan; such employee, with the approval of the Human Resources Director, shall be allowed supplemental salary payments which, when combined with the Worker's Compensation weekly payments, will equal the employee's net salary established at the time of injury or illness. County Workers Compensation benefit decisions are subject to appeal under the Workers Compensation law.

- (a) In case of work incapacitating injury or illness for which the employee is or may be eligible for work disability benefit under Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Personnel Officer, shall be allowed salary payments, which, with their compensation benefit, equal their regular salary or wage.
- (b) The period covered by the foregoing shall be a period not to exceed twelve (12) weeks, after which the employee may utilize their banks as provided in Section 11.1(f) to maintain the difference between the compensation payment and the employee's regular salary or wage. An employee injured in the line of duty by gunshot or aggravated assault (an assault that is more serious than a common assault) shall be covered by a period of twenty-six (26) weeks. The Supplement provided herein is applicable only once for an incapacitating injury, illness or aggravation thereof. Upon the exhaustion of the banks specified by the employee

under Section 11.1(f), the employee shall draw only those benefits as are allowed under the Worker's Compensation Law of the State of Michigan.

RETIREMENT

Section 12.1. Pension Plan.

All employees shall participate in the County's Retirement Plan. The normal Plan retirement benefit provides monthly payments for the life of the participant equal to 2.5% of the participant's final average compensation multiplied by the participant's months and years of credited service. Participants are vested in the Plan after five (5) years of credited service. Final average compensation is the average of the highest thirty-six (36) consecutive months of the last sixty (60) months of credited service. For purposes of computing final average compensation, an employee's annual overtime earnings in any year shall not exceed ten percent (10%) of the employee's base salary for that year.

The employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation plus three and one-half percent (3.5%) (which reflects the pension COLA provision), as provided below in this Section. 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 Retirement Plan and the Kent County Board of Commissioners in their sole discretion.

Effective January 1, 2015, the employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation, not to exceed 8.5% of the employee's annual compensation, plus 3.5% for the pension COLA provision.

Effective January 1, 2017, the employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation, not to exceed 9.5% of the employee's annual compensation, plus 3.5% for the pension COLA provision.

Section 12.2. Cost of Living. For employees who retire on or after July 1, 2000, a cost of living escalator is added to the pension plan which annually increases a retiree's pension benefit check by three percent (3%) compounded annually in January after three (3) full years of retirement.

Section 12.3. Retirement Eligibility.

Employees hired or promoted into the bargaining unit prior to January 1, 2011, will be eligible for retirement under any of the following requirements:

- (a) 25 years of credited service at any age
- (b) 5 years of credited service and age 60
- (c) 15 years of credited service and age 55 (early retirement)

Employees hired into the bargaining unit on or after January 1, 2011, will be eligible for retirement under any of the following requirements:

- (a) 25 years of credited service and age 55
- (b) 5 years of credited service and age 62
- (c) The existing Plan provisions for early retirement, including benefit reduction, will not change

An employee promoted into the bargaining unit on or after January 1, 2011, who was covered by the Employer's defined benefit pension plan in the employee's previous position, will be eligible for retirement under the same requirements that applied to the employee in the previous position.

Section 12.4. Retirement Bonus. An employee who retires under the Kent County Retirement Plan (other than a deferred retirement) who, as of the date of retirement, has unused reserve sick leave bank hours shall receive pension service credit for all reserve sick leave bank hours.

VACATIONS

Section 13.1. Vacations. Full-time employees are eligible for vacation leave with pay in accordance with the following provisions:

- (a) At hire will receive 8 hours each month award at the first pay of each month.
- (b) After initial month 8 hours each month through the 72nd month.
- (c) 73rd month (7 year) – 10 hours each month.
- (d) 109th month (10th year) – 10.666667 hours each month.
- (e) 121st month (11th year) – 11.333333 hours each month.
- (f) 133rd month (12th year) – 12 hours each month.
- (g) 145th month (13th year) – 12.666667 hours each month.
- (h) 157th month (14th year) – 13.333333 hours each month.
- (i) 169th month (15th year) – 14 hours each month.
- (j) 181st month (16th year) – 14.666667 hours each month.
- (k) 193rd month (17th year) – 15.333333 hours each month.
- (l) 205th month (18th year) – 16 hours each month.
- (m) 217th month (19th year) – 16.666667 hours each month.

- (1) Employees may not accumulate over three hundred (300) hours of vacation leave. Upon separation from County employment, an employee shall be paid for all current, unused vacation hours.
- (2) If an employee has fourteen (14) or more years of seniority at the beginning of the calendar year, the employee may request that they receive 40 hours (5 days) pay in the last pay period of the year, in lieu of 40 hours (5 days) vacation time, by making the request in response the annual Human

Resources Department notification.

- (3) Employees request vacation leave from the appropriate authority to whom they report.

HOLIDAYS

Section 14.1. Holiday Pay. All employees shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth National Independence Day	Christmas Eve
Independence Day	
Labor Day	Christmas Day

- (a) In most instances, when a holiday occurs on Saturday, it is observed on the preceding Friday. When the holiday occurs on Sunday, it is observed on the following Monday. Holiday pay is included in pay for the pay period in which the holiday is observed.

WAGES

Section 15.1. Annual Salaries. The following annual salaries shall be effective beginning the first pay period beginning on or after the dates indicated:

	<u>Lieutenant and ECO Manager</u>	<u>Captain</u>
2024 Salaries: (4% Increase) January 8, 2024	\$114,855	\$128,154
2025 Salaries: (3% Increase) January 6, 2025	\$118,301	\$131,999
2026 Salaries: (2% Increase) January 5, 2026	\$120,667	\$134,638

For annual pay 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 parties will reopen this Agreement during 2026, only with regard to negotiating any annual across the board percentage adjustment to wages for 2027. If no agreement is reached by June 15 2026, regarding any annual across the board adjustment of wages for 2027, each party will have the same rights as in negotiations for a renewal agreement at the end of the term of this Agreement, including the right to invoke Michigan Public Act 312 arbitration, except that negotiations, and Act 312 arbitration if applicable, will be limited to salaries under Section 15.1 for 2027.

MISCELLANEOUS

Section 16.1. Special Conferences. The Union and the Employer agree to meet and confer on matters of clarification of the terms of this Agreement and any other matter of mutual concern. Meetings shall be arranged at the convenience of the parties.

Section 16.2. Mileage. If a full-time employee uses their personal vehicle on County business, mileage will be reimbursed at the current rate approved by the IRS.

Section 16.3. Clothing Allowance. Due to the responsibilities specifically assigned to members of this unit, employees shall receive a clothing allowance, paid quarterly, at an annual amount of One Thousand Two Hundred Dollars (\$1,200) per year.

Section 16.4. Uniforms and Equipment. Uniforms and equipment shall be furnished by the Employer. Such uniforms and equipment shall be of the proper police specifications and sizes commensurate with the needs and safety of the employees. If the Department requires the Service Division to wear uniforms, such uniforms will be provided by the Sheriff's Department without cost to the employee.

Section 16.5. Dry Cleaning. The County will pay all costs of dry cleaning for uniforms; provided, however, the County reserves the right to establish reasonable rules and regulations on the cleaning procedure. Employees assigned to plainclothes shall receive dry cleaning "chits"; forty (40) per quarter, one hundred sixty (160) per year, cumulative from year to year (2 chits are required for one suit) unless vendor is changed by bidding process.

Section 16.6. Alcohol and Drug Testing. Prohibitions: The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of alcohol/drugs by its employees on the Employer's premises (including parking lots and in the employee's vehicles) or during work time.

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

Purpose:

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

Garrity Rights: The Sheriff/designee shall administer Garrity Rights to each employee prior to any questioning in reference to a drug test. The results of any drug test shall not be released to a third party or Prosecutor unless mandated by law or court order. If any request for drug results are made, the employee in question and the Union shall be notified within forty-eight (48) hours of such request.

Reasonable Suspicion Testing: If the Employer has reasonable suspicion that an employee is:

- a) Under the influence, impaired or otherwise effected by the use of drugs/alcohol, or
- b) Has unlawfully used, possessed, distributed or sold drugs/alcohol on the Employer's premises. (This includes attempts and in personal vehicles on premises.)

The Employer may require the employee to undergo a drug test, and a PBT test which will be verified by a breathalyzer test at a medical clinic certified by the MI DOT. The employee may elect to have an independent test of their own choosing. This test shall be conducted in a reasonable amount of time after the Employer administered test. The cost of the independent test shall be borne by the Employer.

Violation of Policy: Violations of the Employer's alcohol and drug policy may result in severe disciplinary action, up to and including discharge for a first offense, except that the consequences for a positive test under the "random drug testing" portion of this policy shall be solely as provided under that heading. In addition to any disciplinary action for alcohol or drug abuse, the Employer, at its sole discretion, may refer an employee to a program for assessment, counseling and referral to a treatment program. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance. A voluntary request for assistance prior to detection of a violation of such policy will not result in discipline, provided that: 1) such disclosure is the first and only

involvement with drugs/alcohol for the employee, 2) the employee satisfactorily completes the detoxification treatment program as prescribed and 3) the employee remains free of drug/alcohol use and strictly complies with the Employer's drug free policy. However, such requests and participation in counseling/treatment will not prevent disciplinary action for other violations of this Alcohol and Drug Abuse Policy.

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

Random Drug Testing: Employees will be subject to random drug testing under the following conditions:

- a. Testing selection shall be conducted by a third party using a computer-based random number generator that is matched with employee's payroll numbers to ensure that each employee has an equal chance of being selected.
- b. Testing selection will be made from the entire Bargaining Unit with a maximum of six (6) tests conducted per calendar year.
- c. The drugs to be tested for under this program are: Marijuana metabolite, Cocaine metabolite, Opiate metabolite, Phencyclidine, Amphetamines, Barbiturates.

The initial and confirmatory test cutoff levels will be determined by the accredited laboratory and approved by the Union and the Employer.

- d. The testing procedure to be utilized for any random drug test shall be a saliva (oral fluid) test.

Consequences for Positive Random Drug Test:

1st Offense: Letter of Reprimand
Mandatory Substance Abuse Counseling
Random Drug Testing for two (2) years

2nd Offense: Last Chance Agreement
Suspension up to eighty (80) hours
Mandatory Substance Abuse Counseling
Random Drug Testing for two (2) years

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

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

Last Chance Agreement (LCA): Employees subject to discharge for violation of the Employer's Alcohol and Drug Policy may be offered the opportunity to enter into a Last Chance Agreement. The LCA provides that an employee may continue employment under the following conditions:

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

Chain of Possession Procedures/Split Sample Procedure:

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

Laboratory Accreditation: All labs used to perform testing must be accredited by the National Institute of Drug Abuse (NIDA).

Certification of Test Results: All test results must be certified by the lab as accurate.

Leave of Absence: Except under the guidelines established under voluntary requests for assistance, at the Employer's sole discretion, an employee may be given a leave of absence for the purpose of undergoing treatment pursuant to an Employer-approved program for alcohol or drug abuse for up to ninety (90) days.

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

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

Laboratory Methodology: Approved testing techniques known at the time for specimen testing of blood, urine and/or hair follicles shall be employed.

Section 16.7 Gender

All references to persons in this Agreement include all genders. Gender neutral plural pronouns have been substituted for gender-specific singular pronouns but shall be construed in the singular person where appropriate in the context.

DURATION

Section 17.1. Termination. This Agreement shall remain in full force and effect until midnight December 31, 2027 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, amend or re-negotiate this Agreement.

POLICE OFFICERS LABOR COUNCIL



Wheeler, Ryan J

KENT COUNTY SHERIFF



KENT COUNTY

Stan Stek

Al Vanderberg

Amy Rollston

APPENDIX A

	Lieutenant	Captain
January 8, 2024	\$ 114,855	\$ 128,154
January 6, 2025	\$ 118,301	\$ 131,999
January 5, 2026	\$ 120,667	\$ 134,638

APPENDIX B

Plan Name	PPO plan		HMO plan	*NEW* High Deductible Health Plan Effective 1/1/2024	
	IN-NETWORK	OUT OF NETWORK	IN-NETWORK	IN-NETWORK	OUT OF NETWORK
Deductible					
Single	\$300	\$600	\$250	\$2,200	\$4,400
Two-Party and Family	\$600	\$1,200	\$500	\$4,400	\$8,800
Medical Only Out-of-Pocket Maximum					
Single	\$3,150	\$6,300	\$3,150	N / A	N / A
Two-Party and Family	\$6,300	\$12,600	\$6,300		
Rx Only Out-of-Pocket Maximum					
Single	\$4,500	\$4,500	\$4,500	N / A	N / A
Two-Party and Family	\$9,000	\$9,000	\$9,000		
Total Combined Out-of-Pocket Maximum				<i>Combined - Medical & Rx</i>	
Single	\$7,650	\$10,800	\$7,650	\$3,150	\$6,300
Two-Party and Family	\$15,300	\$21,600	\$15,300	\$6,300	\$12,600
Medical Copay					
Preventive Care	100% Covered	65% After Deductible	100% Covered	100% Covered	80% After Deductible
Primary Care Physician Visit	\$25	65% After Deductible	\$20	100% After Deductible	80% After Deductible
Specialist Visit	\$25	65% After Deductible	\$40	100% After Deductible	80% After Deductible
Virtual/Online Visits	\$25	65% After Deductible	\$20	100% After Deductible	80% After Deductible
Urgent Care	\$40	65% After Deductible	\$20	100% After Deductible	80% After Deductible
Emergency Room	\$125		\$100	100% After Deductible	
Advanced Imaging	85% After Deductible	65% After Deductible	\$150	100% After Deductible	80% After Deductible
Coinsurance (Employee Pays)	15% After Deductible	35% After Deductible	10% After Deductible	0% After Deductible	20% After Deductible
Out of Network Coverage	Yes		No	Yes	
Prescription					
Out of Pocket for Prescriptions	Not included with BCBS Medical, Separate coverage with Capital Max OOP = \$4,500/9,000		Not included with BCBS Medical, Separate coverage with Capital Max OOP = \$4,500/9,000	Included with BCBS Medical, Separate coverage with Capital All copays after deductible	
Preventative Rx	Generic medication/supplies for the treatment of diabetes and hypertension Covered 100%		Generic medication/supplies for the treatment of diabetes and hypertension Covered 100%	All Preventative Medications Covered 100% Before Deductible	
Prescription Copay					
Generic	\$15		\$15	\$15	
Preferred Brand	\$25		\$25	\$25	
Non Preferred Brand	\$45		\$45	\$45	
Specialty Medications (effective 1/1/2024)	\$100		\$100	\$100	
Mail Order Copay(s)	2 x Copay for 90 Day Supply		2 x Copay for 90 Day Supply		2 x Copay for 90 Day Supply
<p>***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.</p>					

Letter of Understanding
Kent County Command Officers Unit
Anticipated Change in Administration

The parties agree to reopen the Disciplinary/Grievance Appeal sections of their collective bargaining agreement (Sections 7.1 and 7.3) if there is an anticipated change in Administration, as defined below in this Letter of Understanding.

The term “anticipated change in Administration” means election to the office of Kent County Sheriff of a person who is not both a current employee of the Kent County Sheriff’s Department as of the date of the election, and a current or former member of this Command Officers bargaining unit.