

AGREEMENT

BETWEEN

THE COUNTY OF KENT
THE SHERIFF OF KENT COUNTY

AND

THE FRATERNAL ORDER OF POLICE LABOR
COUNCIL

(KENT COUNTY LAW ENFORCEMENT
OFFICERS ASSOCIATION)

January 1, 2018 – December 31, 2023
Including January 1, 2019 amendment to section 11.4(b)v

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AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2018, effective January 1, 2018, by and between the County of Kent and the Sheriff of Kent County (hereinafter referred to as the "Employer" or "County") and the Fraternal Order of Police Labor Council ("FOPLC"), representing the Kent County Law Enforcement Association ("Association").

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE I RECOGNITION

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

All full-time employees, employed at the Sheriff's Department of Kent County, classified in the positions of County patrol sergeant, patrol officer, emergency communications supervisor I, emergency communications supervisor II, emergency communications operator I, emergency communication operator II and, regular part-time emergency communications operator; BUT EXCLUDING the sheriff, undersheriff, chief deputy, captains, lieutenants, polygraph examiners, and those employees classified and/or occupying the position of corrections sergeant, corrections officer, transfer officer, court security officer, seasonal, part-time, and irregular employees, employees represented by other collective bargaining units, and all other employees.

1.2: Work Assignments. The FOPLC acknowledges that recognition by the Co-Employers of the FOPLC as the collective bargaining agent herein, nor any other provision of this Agreement, restricts the Sheriff from exercising his sole and exclusive right to make or to reassign work assignments to his employees within each classification within the bargaining unit or from one classification to another pursuant to his lawful authority. In the event of numerous (five or more) reclassification transfers mandated by a situation, the Sheriff agrees to meet with the FOPLC, to discuss the impact of such event. Inter-division within the bargaining unit involuntary transfers may occur and when they are for disciplinary reasons, they will be supported by just cause.

A. The positions entitled detective sergeant and detective patrol officer are not classifications as such but are work assignments.

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

- A. Classification (or Class): Means a position or a group of positions, defined by a single specification as to duties, responsibilities, experience, training and educational background required, and is designated by a single title indicative of the kind of work.
- B. Transfer: Means the assignment of an employee from one classification to another or from one work assignment to another. Transfers may be intra- or inter-divisional and may be temporary or for a definite or indefinite period of time.
- C. Work Assignment: Means a position or post calling for specified duties to which an employee is assigned for a definite or indefinite period of time but which has not been designated as a work classification. Duty assignment is interchangeable with work assignment.
- D. Work Station: For the purpose of shift bidding, the location at which a bargaining unit member is required to start their assigned work day, which is either a substation or headquarters.
- E. Reclassification: Means the reassignment of a position due to a change in duties and responsibilities from one class to another class with a different position specification.
- F. Departmental Divisions: The three divisions within the Kent County Sheriff's Department that are covered by this collective bargaining agreement are: Road Patrol, Support Services and Investigative Services.

ARTICLE II ASSOCIATION REPRESENTATION

2.1: Collective Bargaining Committee. The Employer agrees to recognize not more than five (5) bargaining unit members and their alternates, including the President of the Association, as a collective bargaining committee. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances in accordance with the procedures established in this Agreement. Members of the collective bargaining committee shall also meet with County officials for the purpose of negotiating modifications to this Agreement. The Association may designate any full-time employee with one (1) year of bargaining unit seniority employed in the Sheriff Department to the collective bargaining committee. The FOPLC shall furnish the Employer in writing the names of its collective bargaining committee members and alternates. The FOPLC may designate alternates who shall serve only in the absence of committee representatives.

2.2: Committee Lost Time. Employee members of the bargaining committee shall be paid by the Employer for time spent in negotiations with the Employer but only for the straight-time hours they would have otherwise worked on their regular work schedule. For the purpose of computing

overtime, time spent in negotiations shall be considered as hours worked to the extent of the employee's regular work schedule hours which otherwise would have been worked by the committee member. The committee shall be allowed to meet one-half (1/2) hour before and one-half (1/2) hour after the scheduled negotiations meetings with Employer representatives.

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

2.3: Association President. The Association President, regardless of his seniority, during his term of office, at his request during the annual shift bid procedure, shall be assigned to a work shift of his preference. The Association President shall not be allowed to work a township or special grant funded patrol car except at the assignment of a shift commander.

2.4: Investigatory Interview. The parties agree to the following:

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

- F. Sergeants and ECS's who are requested by the Employer to conduct interviews shall follow these guidelines. However, the Employer and the FOPLC/Association share the responsibility if the interview is conducted in a manner not in accord with these agreements.

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

- A. The employee has the right to Counsel or FOPLC Representation during questioning;
- B. The presence of Counsel or an FOPLC representative will in no way, in and of itself, jeopardize his continued employment;
- C. The employee is required to fully and truthfully answer the question or be subject to discharge.

2.6: Joint Safety Committee. In recognition of the joint obligation to provide a safe, healthful and secure working environment, the County, Sheriff and FOPLC agree to the establishment of a Joint Safety Committee, consisting of one member selected by the Sheriff and one member selected by the FOPLC. The Safety Committee may seek the services of other individuals and/or resources.

- A. Meetings shall be held as needed and upon the request of either member.
- B. The Safety Committee shall have the authority to investigate reports of alleged hazardous, unsafe working conditions and equipment.
- C. The Safety Committee may make recommendations to the Employers for remedial action.
- D. FOPLC members of the Safety Committee shall be compensated at their regular rate of pay for time lost from their regularly scheduled shift.

The FOPLC reserves the right to seek remedy through other means, if the FOPLC believes the Employer(s) have failed to take the appropriate action.

ARTICLE III UNION SECURITY AND CHECKOFF

3.1: Agency Shop. This Article III is subject to, and it is the express intent of the Employers

and the FOPLC to follow the law as currently defined by, the United States Supreme Court decision of *Janus v. AFSCME*, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210. Language requiring fee/assessment payment is to be construed to make such payment voluntary unless and until agreed otherwise by the parties.

As a condition of employment, all employees covered by this Agreement shall, no later than thirty-one (31) days after the start of their employment with the Employer, either become members of the FOPLC and pay to the FOPLC the dues, initiation fees and assessments uniformly required of all FOPLC members or pay to the FOPLC a service fee equivalent to the periodic monthly dues uniformly required of Association members.

- A. Members of the Association executive board shall not have FOPLC dues deducted from their pay. The FOPLC shall provide the Employer with updated lists of employee's occupying executive board positions.

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

- A. The FOPLC shall obtain from each of its members a completed Checkoff Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.
- B. All Checkoff Authorization Forms shall be filed with the Employer's Director of Human Resources who may return any incomplete or incorrectly completed form to the Association's treasurer, and no checkoff shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the FOPLC shall have deducted from their wages a percentage of the membership dues which sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employee due the FOPLC as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example but not by way of limitation, state, national or other dues and assessments or other amounts for other Association activities.
- D. The Employer shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible to refund to the employee if he has duplicated a checkoff deduction by direct payment to the Association.
- E. The Employer's remittance will be deemed correct if the Association does not give written notice to the Human Resources Director within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.

- F. A bargaining unit member may revoke their authorization for the Employer to make payroll deduction of Association and FOPLC dues. Prior to the beginning of the payroll period before that in which the revocation is to take effect, the bargaining unit member must send the Association President a certified letter stating the member's intent to revoke the payroll deduction authorization. The member should send a copy of the letter by first class mail, email, or other delivery method to the Kent County Human Resources Director. The Association President will promptly notify the County Human Resources Director in writing by mail, email, or other delivery method of the receipt of the revocation letter identifying the bargaining unit member and the date the letter was received, with a copy to the FOPLC. The Human Resources Department will notify the Payroll Department of the date on which union dues deductions are to end. The Association will notify the County's Representative of the Association's address to which bargaining unit members certified letters are to be sent. The Association may change that address, or the County may change its designated representative above, with a two week advance written notice to the other party by mail, email, or other delivery method.
- G. The Association shall provide at least thirty (30) days' written notice to the Human Resources Director of the amount of the dues and/or representation fee to be deducted from the wages of County employees as in accordance with this Section. Any change in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation.
- H. The FOPLC agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of FOPLC dues or in reliance on any list, notice, certification, or authorization furnished under this Section. The FOPLC assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

ARTICLE IV
RIGHTS OF THE EMPLOYER

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

of the Employer to the taxpayers thereof. The Employer shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

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

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

Step 1 Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he shall discuss it with his lieutenant or immediate supervisor within five (5) days after its occurrence. The employee may have a representative of the Executive Board or certified bargaining agent present.

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

Step 3 If the answer of the Sheriff or designee is not satisfactory to the grievant, the grievance may be referred to the FOPLC, who may submit an appeal to the Sheriff indicating the reasons why the written answer of the Sheriff is unsatisfactory. Any such appeal must be made within fifteen (15) days of receipt of the written answer in Step 2. A meeting between no more than three (3) members of the Executive Board or FOPLC and the Sheriff, and the County Human Resources Director, or their designated

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

Step 4

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

5.3: Selection of Arbitrator. If a timely request for arbitration is filed by the FOPLC, an arbitrator shall be selected from a list of five arbitrators, provided by the Michigan Employment Relations Commission (MERC). The parties will attempt to mutually select an arbitrator from the list. If the parties cannot mutually agree on an arbitrator, the arbitrator shall be selected by the parties alternately striking a name from the list with the last name remaining being chosen as the arbitrator. The FOPLC shall strike the first name.

5.4: Pre-Arbitration Conference. The parties may agree to meet a minimum of forty -five (45) calendar days prior to the date a grievance has been scheduled for arbitration.

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

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

5.7: Class Action Grievances. Grievances on behalf of a shift or division or the entire bargaining unit shall be filed by the FOPLC and shall be processed starting with the second step of the grievance procedure within seven (7) days of the events giving rise to the grievance.

5.8: Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, the grievance shall be processed starting at the second step of the grievance procedure within seven (7) days of written notice of discipline and a meeting will be held by the representative and the

Sheriff or his designated representative, within five (5) days after submission to discuss the grievance.

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

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

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

5.12: Rules and Regulations.

A. The Employer(s) reserve(s) the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards or the performance of their duties. The Employer agrees to submit to the FOPLC any changes in policy and procedure provisions of the Departmental Manual for comment or suggestion at least ten (10) days prior to the official promulgation or effective date of said amendment or modification.

B. The FOPLC may, within five (5) days after receiving notice, invoke the special conference procedure of this Agreement, in which event a special conference will be held within fifteen (15) calendar days after request for same.

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

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

The members of the Executive Board shall be allowed time off their jobs without loss of pay to investigate a grievance, upon having received permission from his supervisor. The supervisor will

normally grant permission and provide sufficient time to the members of the collective bargaining committee to leave their work for these purposes subject to the conditions that this privilege does not unreasonably interfere with the operation of the Department. The FOPLC agrees that this privilege will not be abused. The Employer agrees to compensate representatives of the FOPLC at their straight time regular rate of pay for all reasonable time lost from their regular schedule of work due to mutually agreed upon meetings with the Employer and grievance administration in accordance with the grievance procedure.

ARTICLE VI PROHIBITED ACTIVITY

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

6.2: Penalty. Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The FOPLC acknowledges that discharge is an appropriate penalty for the violation of section 6.1.

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

ARTICLE VII HOURS OF WORK AND OVERTIME

7.1: A. The normal pay period shall be two consecutive weeks, beginning at 12:00 a.m. (midnight) Sunday. The official pay period of the bargaining unit shall be eighty (80) hours per pay period or eighty-four (84) hours in any one (1) pay period for a designated eighty-four (84) hour pay period schedule. Amended time slips must be submitted by the end of the current fiscal year, or, for the last payroll period of the year, during the first thirty (30) days of the following year.

The Employer agrees not to reduce the hours in the workweek or the workday for full-time employees, instead of resorting to the layoff procedure set forth in this Agreement.

- B. Full-time Emergency Communications Operators and Supervisors assigned to an operations position will have a twelve (12) hour shift schedule (which may include Kelly time) and the following will apply to this group: employees will not work more than 2240 hours in a designated 52-week period beginning with the first full pay period in July each year; are guaranteed 2080 hours during the designated period (including paid benefit time, voluntary unpaid time off and hours the employee is unavailable, and prorated for newly covered employees); and are paid at their overtime rate for daily work hours over 12, weekly work hours over 56, and work hours over 2080 in the designated period, if not otherwise paid at their overtime rate under the agreement.

7.2: Work Schedule.

- A. The work schedule which has been established by the Sheriff shall remain and be posted so that employees are scheduled eighty (80) or eighty-four (84) hours of work per pay period with either eight (8), ten (10) or twelve (12) consecutive hours in a workday, including a meal period. The Sheriff retains the right to change the schedule to meet the needs of the department. If there is a change in work schedule, the employer agrees to post the scheduled change thirty (30) days prior to shift bid. The schedule may include the assignment of Kelly relief hours. If working or staffing conditions necessitate a change in the work schedule for any division the Sheriff and FOPLC will convene a special conference to develop schedule changes and strategies
- B. Employees assigned to multiple agency teams, task forces or assigned to work with or for other departments or agencies are to work the scheduled hours and shift of such assignments at the direction of the Sheriff.

7.3: Overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's straight-time hourly rate for all hours actually worked in excess of eighty (80) in any one (1) pay period, or eighty-four (84) hours in any one (1) pay period for a designated eighty-four (84) hour pay period schedule. All paid benefit time, excluding Sickness & Accident and Workers Compensation benefits, shall be counted as time worked for overtime purposes. Overtime pay shall not be duplicated nor shall an employee receive compensatory time off and overtime pay for the same overtime hour(s) worked.

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

- A: "Court Availability Occurrence" is defined as being served a subpoena to appear in any court with instructions to call the court prior to the court appearance, and the employee is required to call the court two or more times on the day of the scheduled court appearance, and the time elapsed between the first call and the last call is at least two hours. There is a maximum of one two hour guaranteed payment for a Court Availability Occurrence or court appearance per calendar day. If the employee is required to appear in

court that day the employee will be paid the greater of the two (2) hours at time and one-half (1 ½) or actual court attendance time.

- 1: To be entitled to payment for a Court Availability Occurrence, the employee must submit a Court overtime form to their supervisor with their time slip at the end of the pay period.

7.5: Compensatory Time. In lieu of overtime pay as provided in this Agreement, the Sheriff, with the approval of the employee, may grant compensatory time off at the rate of time and one-half (1-1/2) for such overtime hours worked. Compensatory time should be utilized infrequently.

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

7.7: Volunteer Training Time. Employees who volunteer for training and improvement of professional standing shall be conclusively presumed to be acting in the furtherance of the Employer's benefit, and be covered by the Employer's Worker's Compensation Insurance in the event the employee is injured arising and out of and in the course of their employment. The intent of this section is to provide coverage for those officers voluntarily attending training programs paid for by the Sheriff Department. This does not include the County Tuition Reimbursement Program.

ARTICLE VIII SENIORITY

8.1: Seniority Definition.

- A. Service Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of hire. Employees promoted or transferred into a position inside this bargaining unit shall retain all accumulated employer seniority for the purposes of determining accrued benefits only.
- B. Rank seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of promotion or change in classification.
- C. Classification Seniority shall be defined as the length of the employee's continuous service in their classification.
- D. Departmental seniority shall be defined as the length of the employee's continuous service with the Kent County Sheriff Department.
- E. Bargaining unit seniority shall be defined as the length of continuous service within the bargaining unit. Employees who were members of the POAM/Association as of July 18, 1996 and were classified and performing those duties identified in the recognition clause (section 1.1) shall retain their bargaining unit seniority from their date of hire with the Kent County Sheriff's Department.
- F. Each respective type of seniority shall be utilized as a method of preference for only those matters as specified within this Agreement.

- G. All types of seniority shall continue to accumulate during all approved leaves of absence. Employees on an unpaid leave of absence including workers compensation leave shall have their merit review date or probationary period, if applicable, increased by the length of such leave of absence.
- H. Employees hired on the same date, shall be placed on the respective seniority or rank seniority list in alphabetical order of surnames at last date of hire.
- I. Employees promoted in rank on the same date, shall be placed on the respective seniority or rank seniority list based on their promotional list ranking.
- J. Law enforcement certified unit members promoted within the Sheriff Department to a position outside of the bargaining unit shall retain all accumulated bargaining unit seniority, inclusive of rank seniority if applicable, and will be credited with such seniority upon re-entry into the bargaining unit. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right of whether an employee is returned to the bargaining unit.
- K. Part-time employees shall have their seniority pro-rated based on full-time employment of 2080 hours annually.

8.2: Probationary Period. All employees hired or transferred [excluding those employees under 8.1(I)] into the bargaining unit shall be considered probationary employees for a period of twelve (12) months(not including any absence from work of a full workweek or more other than scheduled vacation time, even if paid), after which time their seniority shall be as of their last date of hire or transfer. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without regard to this Agreement. The probationary period may be extended by mutual agreement of the Employers and the FOPLC.

8.3: Seniority List. The Employer shall maintain a roster of employees, arranged according to bargaining unit seniority, showing name, rank, position, range and step, and seniority date, and shall furnish a copy to the Association at the first of each year, or as soon as practical each year.

8.4: Loss of Seniority. An employee's seniority with the Employer shall terminate for the following reasons:

- A. He resigns or quits.
- B. He is discharged or terminated.
- C. He retires.
- D. He has been on layoff for a period of time equal to his bargaining unit seniority at the time of his layoff or two (2) years, whichever is less.
- E. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for

three (3) consecutive working days without notifying the Employer, unless otherwise excused.

8.5: Promotions. The purpose of the promotional procedure is to establish a promotion system for County Patrol Sergeant as directed and approved by the Sheriff.

A. Closed Program:

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

B. Program Weight:

1. Scores shall be based upon the written examination, department oral board and classification seniority. The weights assigned shall be as follows:
 - a. Written Examination: 30 points.
 - b. Oral Boards: 40 points.
 - c. Evaluations: 20 points.
 - d. Classification Seniority: A maximum of 10 points. (Up to a maximum of 10 points on classification seniority.) (.083334 points per month of service within the classification).

C. Testing Cutoff:

1. All applicants who score a minimum of 80% on the written examination shall advance to the oral board examination and 360 evaluation process.
2. Scoring and points of eligible participants shall be accomplished as soon as practicable after testing process is completed.

D. Roster:

1. For each rank position which is open and which is to be filled as determined by the Employer, a roster of applicants who have satisfied the conditions of this promotional procedure shall be

maintained in consecutive order for a period of two (2) years. Results of the examination segments shall be posted next to the employee's name. Notwithstanding the above, the Sheriff may retire the promotional roster, and schedule a new examination if there are less than five (5) names on the roster.

2. The Sheriff shall make the promotions from among the top five (5) applicants on the roster. If more than one position is to be filled, selection from the following applicants shall be made.

Positions	Top Applicants
1	5
2	7
3	9
4	11
Etc.	

After each promotion, two additional names shall be added to the promotional roster.

3. An employee may remain on the roster even if the employee declines the promotion.

E. Examination Period:

1. Provided that the promotional roster is not expired or depleted, written examinations will be given, when sergeant positions are open but not more than once every two (2) years.

F. Probation:

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

G. Notification-Posting:

1. Examination notices for competitive promotion shall be posted on the bulletin boards throughout the department for a minimum of

forty-five (45) days prior to the examination date. Such notice shall set forth the subjects to be covered in the written and oral examinations. Materials identified as subject to be covered in both the written and oral examinations shall be provided by the employer at no cost to the applicant, at the time of application.

2. Deputies eligible to compete shall submit their letters of intent to participate to the Sheriff no later than ten (10) days prior to the examination date.

H. Written Examination:

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

1. If the Sheriff prepares his own written examination a committee will be formed to select relevant questions, answers and cited sources for the written examination. The questions will be selected from the following three (3) topics: County of Kent and KCSD Policy/Procedure, Criminal Law, and the current FOPLC contract. The exam will consist of 100 multiple choice questions.
 - a. The committee will include the Sheriff, and/or a maximum of three (3) designees of the Sheriff's office and a maximum of three (3) members of the Association currently at or above the rank of sergeant, who shall be selected by the Association President. From these six (6) individuals, one (1) designee from the Office of the Sheriff and one (1) designee selected by the Association President will be assigned to one (1) of the three (3) topics of the exam. These two (2) individuals will be responsible for mutually authoring questions for their assigned topic. They will produce the following number of questions: 60 questions from the individuals assigned to the topic of the current FOPLC contract. 120 questions from the individuals assigned to the topic of County of Kent and KCSD policy/procedure. 120 questions from the individuals assigned to the topic of Criminal Law. The 300 total questions will be entered into a database that will randomly select and generate the 100 questions for the exam.

b. The committee formed to write the exam questions will also be required to attend the written exam, review process and will be responsible to score the exam and make a determination on all disputed answers or challenged questions.

i. If the committee is unable to determine how a question was answered by a candidate or if a question should be eliminated from the exam process, the committee shall refer the disputed answer/question to the proctor for review and make the final determination.

I. Eligibility to the Classification of County Road Patrol Sergeant.

1. The applicant must have a minimum of five and one half (5 1/2) years of continuous service in the classification of County Patrol Officer with the department immediately preceding the promotional posting.
2. The applicant must be MCOLES certified at the time of promotional posting.
3. The applicant must be at the 'G' step at the time of the promotional posting.

J. Examination Procedure:

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

K. Oral Board:

The oral board shall consist of:

1. Sheriff or his designee.
2. One (1) Division Head.
3. A command officer of equal or higher rank from another law enforcement department.

4. One (1) independent test proctor.

If the Sheriff prepares the written examination, the test proctor will be mutually selected and approved by the Association and the Office of the Sheriff. If a proctor cannot be mutually determined by the Association and the Office of the Sheriff, the Association shall be responsible for formulating a list of five (5) candidates, skilled or knowledgeable in the oral board process or test administration. Once the list is formulated the Office of the Sheriff shall strike the first name, followed by the Association, the process will continue until the final name remains.

If the Sheriff opts to have a professional testing agency author the written examination, the test proctor will be provided by the testing agency.

- a. The cost of the proctor will be at the County's expense.

L. Evaluation:

1. All applicants who have successfully passed the written examination will be subject to a 360 evaluation.

- a. The 360 evaluation will consist of a series of topics used to determine the applicant's ability to succeed as a supervisor.
- b. The evaluation topics will be determined by the Sheriff and/or his designee along with the Association President and/or his designee and will be based on the knowledge, organizational skills, leadership, communication and interpersonal skills needed to be an effective supervisor.
- c. The evaluation will consist of ten topics and will be scored on a scale of 1-10, with an option to not score each individual question if the subject completing the evaluation deems they do not have enough knowledge and/or information available to accurately answer the question. There will be a space provided at the end of each question to allow a further explanation of their scoring.
- d. A total of 25 evaluations must be completed for each applicant.
- e. The Sheriff and/or his designee will be responsible for distributing up to 10 of the applicant's

evaluations, which shall include all of the applicant's current supervisors, all detective bureau sergeants and any supervisor the applicant had for the past five years. If the Sheriff is unable to identify a total of 10 supervisors, the remainder of evaluations will be distributed to persons of the applicant's choosing.

- f. No evaluations will be completed by an immediate family member of the candidate. The term "immediate family member" shall be a person holding the following relationship to the employee, whether that relationship is natural, adoptive, step, foster; or any other person related by blood or marriage who resides in the employee's household, or whom the employee has been assigned legal responsibility: Spouse, Child, Parent, Sister, Brother, Grandparent, Daughter-in-law, Son-in-law, Parent-in-law, Sister-in-law, Brother-in-law, or Grandchild.
- g. No evaluations will be distributed to any persons who are currently a candidate in the promotional process.
- h. All evaluations will be distributed electronically to all parties required to complete the evaluation CC to the Association President. The evaluations will be collected by the Office of the Sheriff, but will remain sealed until opened and tabulated in the presence of the exam committee.
- i. All evaluations distributed will need to be returned within 7 business days, to a locked central depository which will remain secured until opened by the Sheriff and/or his designee and the Association President and/or his designee to compile the evaluation results.
- j. Once the evaluations are compiled, the total points obtained from all evaluations will be totaled and divided by the number of evaluations completed. Any evaluation topic that is not completed will not be considered for calculation purposes.

Section 8.6. Emergency Communication Supervisory I (ECS I) Promotions.

The purpose of the procedure is to establish a promotion system for Emergency Communications Supervisory I (ECS I) as directed and approved by the Sheriff.

Qualifications

To be considered for the promotion to ECS I, applicants must currently be classified as an Emergency Communication Operator II or the equivalent (9-1-1 call taker and police/fire dispatchers) if from an outside agency.

Notice of Examinations

Examination notices for competitive promotion shall be posted on the bulletin boards throughout the department, with the subjects to be covered in the In Basket and Oral Examination, for a minimum of forty-five (45) days prior to the examination date.

Employees eligible to compete shall submit their letters of intent to participate to the Sheriff no later than ten (10) days prior to the examination date. The posting shall indicate other minimum qualifications for the position. The Employer will consider the employee's experience and qualifications as well as the experience and qualifications of outside applicants.

Materials identified as subjects to be covered in both the In Basket and Oral Examinations shall be provided by the Sheriff, at no cost to the applicant, at the time of application.

An informational meeting shall be provided at least thirty (30) days prior to the test, during which the materials and topics covered by the testing will be presented.

Qualified employees and qualified outside applicants will be given an "in basket" test administered by the Kent County Sheriff's Department. Successful applicants will be interviewed by an oral board consisting of the Sheriff or his designee, a division or bureau head, a representative from Human Resources, and a communications supervisor with equal or higher job responsibilities from another law enforcement department or central dispatch authority.

Testing Cut-Offs:

All applicants who score a minimum of 50% on the In Basket examinations shall advance to the oral board examination and 360 evaluation process.

Scoring and points of eligible participants shall be accomplished as soon as practicable after testing process is completed.

Evaluation:

All applicants who have successfully passed the In Basket examination will be subject to a 360 evaluation.

The 360 evaluation will consist of a series of topics used to determine the applicant's ability to succeed as a supervisor.

The evaluation topics will be determined by the Sheriff and/or his/her designee, along with the Association President and/or his/her designee, and will be based on the knowledge, organizational skills, leadership, communication, and interpersonal skills needed to be an effective supervisor.

The evaluation will consist of ten topics and will be scored on a scale of 1-10, with an option to not score each individual question if the subject completing the evaluation deems they do not have enough knowledge and/or information available to accurately answer the question. There will be a space provided at the end of each question to allow a further explanation of their scoring.

A total of 15 evaluations must be completed for each applicant. The Sheriff and/or his/her designee will be responsible for distributing up to 5 of the applicant's evaluations, which shall include all of the applicant's current supervisors and any immediate supervisor the applicant had in the past.

If the Sheriff is unable to identify a total of 5 supervisors, the remainder of evaluations will be distributed to persons of the applicant's choosing. No evaluations will be completed by an immediate family member of the candidate. The term "immediate family member" shall be a person holding the following relationship to the employee, whether that relationship to the employee is natural, adoptive, step, foster; or any other person related by blood or marriage who resides in the employee's household, or whom the employee has been assigned legal responsibility; Spouse, Child, Parent, Sister, Brother, Grandparent, Daughter-in-law, Son-in-law, Parent-in-law, Sister-in-law, Brother-in-law, or Grandchild.

No evaluations will be distributed to any persons who are currently a candidate in the promotional process.

All evaluations will be distributed electronically to all parties required to complete the evaluation, with a courtesy copy to the Association President. The evaluations will be collected by the Office of the Sheriff, but will remain sealed until opened and tabulated in the presence of the Sheriff and/or his/her designee and the Association President and/or his/her designee.

All evaluations distributed will need to be returned, within seven (7) business days, to a locked central depository which will remain secured until opened by the Sheriff and/or his/her designee and the Association President and/or his/her designee to compile the evaluation results.

Once the evaluations are compiled, the total points obtained from all evaluations will be totaled and divided by the number of evaluations completed. Any evaluation topic that is not completed will not be considered for calculation purposes.

Program Weight:

Scores shall be based upon the In Basket examination, department oral board, evaluation, and classification seniority. The weights assigned shall be as follows:

- In Basket Examination: 30 points
- Oral Board: 40 points
- Evaluations: 20 points
- Classification Seniority: A maximum of 10 points. (Up to a maximum of ten points on classification seniority.) (.083334 points per month of service within the classification.)

The Sheriff shall compile a list of the top candidates ranked upon their final score. For each emergency communications supervisor position which is open and which is to be filled as determined by the Sheriff, a roster of successful candidates shall be maintained in consecutive order for a period of two (2) years. The Sheriff shall make his selection from the top candidates as follows:

Position	Top Candidates
1	3
2	5
3	7
4	9 Etc.

An employee may remain on the roster even if he/she declines the promotion.

Roster:

For each rank position which is open and which is to be filled as determined by the Employer, a roster of applicants who have satisfied the conditions of this promotional procedure shall be maintained in consecutive order for a period of two (2) years. Results of the examination segments shall be posted next to the employee's name.

Examination Procedure:

Any employee has the right to examine the results of his/her own examination.

These documents are confidential and they cannot be removed from the files, except as set forth in the following paragraph.

The contents of promotional documents will be made known only to the Sheriff and his/her designated representatives, and the employee and his/her designated representatives.

Post-promotion

Commencing the first full pay period following promotion, the promoted employee shall receive the rate of the new classification at the same step paid the employee prior to the promotion.

All promoted employees shall be on job probation for a period of six (6) months immediately following the promotion. During such probationary period, the Sheriff may demote the employee to his/her former classification or the employee may, on his own volition and in writing, request to be relieved of his/her new position and be returned to his/her former classification.

8.7: ECS II Promotions.

- A. The promotional process to fill the ECS II shall include interested and qualified candidates submitting a letter of interest to the Office of the Sheriff and an Interview by a panel of between 2 and 4 members comprised of KCSD Command Staff and/or Administrators.
- B. To be considered for this classification, applicants must currently be in the classification of Emergency Communications Supervisor I (ECS I) within the KCCC or the equivalent (first-line supervisor of 9-1-1 call-takers and police/fire dispatchers) if from another agency.
- C. The person selected for this position will be required to wear an Office of the Sheriff approved and provided uniform similar or consistent with the ECS I uniform.
- D. Commencing the first full pay period following promotion, the promoted employee shall receive the rate of the new classification at the same step paid the employee prior to the promotion.
- E. All promoted employees shall be on job probation for a period of six (6) months immediately following the promotion. During such probationary period, the Sheriff may demote the employee to his former classification or the employee may, on his own volition, request, in writing, to be relieved of his new position and be returned to his former classification.

8.8: Sun Set Clause. After the first County Patrol Sergeant promotional exam has been completed both parties shall meet to determine how the new process had worked out. The Sheriff or the FOPLC has the right to discontinue this agreement with a Ninety (90) day written notice to the other party. If a Ninety (90) Day notice is given both parties agree to meet as soon as possible after the Ninety (90) day notice is given to determine a new process or to revert back to the previous language.

8.9: Shift Preference. Employees assigned to the two (2) divisions [Road Patrol and Support Services] shall be allowed to select their shifts by bidding in accordance with their classification or rank seniority whichever is appropriate, in the following manner:

- A. All groups shall bid on a shift assignment once a year, to be completed by

the 1st Monday in September, with the transfers to the preferred shift to occur on the Monday of the first full pay period in January of the new calendar year.

1. Road Patrol: Employees within each of the three groups therein shall be assigned to their preferred shift and workstation, provided the employee has the greater classification seniority. Sergeants shall utilize rank seniority. The three groups therein are: Road Patrol Sergeants, Road Patrol Deputies, and Patrol Canine handlers (defined as having the ability to track persons AND in the detection of narcotics or explosives).
 2. Support Services: (Communications) will consist of three bid groups: Emergency Communications Supervisors I (ECS I), Emergency Communications Operators I (ECO I) and Emergency Communications Operators II (ECO II). ECS's shall utilize rank seniority and ECO's I and II shall utilize classification seniority.
 3. If the Employer creates more than one shift in the Investigative Division (excluding vice), the employees within that division shall be permitted to select their shift by bidding in accordance with their classification or rank seniority, whichever is applicable. For bidding purposes first shift will be any shift starting before 12pm and second shift will be any shift starting after 12pm.
- B. Employees will bid for vacations following their bid for shifts. The bid shift assignment list will be posted by the 3rd Monday in September.
 - C. The shift bidding and summer and winter vacation bidding shall be coordinated.
 - D. Employees shall not be allowed to bid a patrol area, district, township, automobile, work assignment, or investigative assignment area.
 - E. Whenever there is a vacancy in any division where shift bidding is utilized, after the annual shift bid has been completed and the vacancy is to be filled, there shall be a shift bid for that opening plus one additional opening, utilizing classification or rank seniority, whichever is appropriate.
 - F. Shift preference, as provided herein, shall not diminish the right of the Sheriff to make administrative changes in personnel to another shift or work station, if he deems it necessary.

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

- A. There are two types of transfers: (a) one classification to another called reclassification, and (b) one work assignment to another. Both types of transfers may be intra- and inter-divisional. Transfers may be initiated by the employee or the Employer. In either case, all transfer decisions shall be pursuant to the lawful authority of the Sheriff and shall not be subject to challenge under the grievance and arbitration provisions herein, provided the Employer follows the posting requirements provided herein.

- B. All vacancies which are to be filled within a classification or work assignment position shall be posted, for informational purposes only, on the bulletin board within the department for a minimum of seven (7) days. Employees interested in such position(s) may make application by filling out the required forms as provided by the Co-Employers within the time period allowed.
 - (i) Reassignments of work within the Investigative Division may be made without posting.
- C. Reclassification Transfers. All applicants for a reclassification vacancy shall compete openly with all interested outside applicants and shall meet the same requirements as all other candidates without affording preference based upon their status as Sheriff Department employees.
- D. Work Assignment Transfers. All applicants for a work assignment transfer shall be reviewed by the Sheriff, who will consider, but not be limited to, the following criteria: (i) the needs of the Department, (ii) the employee's experience, (iii) the employee's training, (iv) the employee's work record, and (v) the employee's seniority, and (vi) other criteria which may be indicated on the posting.
 - (i) Should a vacancy occur for a sergeant's work assignment, sergeants and those officers on the sergeant's promotional roster may submit a letter of interest. Promotion precedes the assignment.
- E. Temporary transfers of ninety (90) days or fewer shall not be posted.

ARTICLE IX
LEAVES OF ABSENCE

9.1: Personal Leave.

- A. Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reasons for the leave. Response to the request shall be in writing by the Sheriff and the Human Resources Director.
- B. Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Sheriff and the Finance Committee.

9.2: Sick Leave. This Section applies to employees hired before January 1, 2019. It is agreed that employees shall earn and be granted sick leave of absence under the following conditions and qualifications:

- A. After the completion of the six (6) months of employment, each full-time employee shall be credited with forty-eight (48) hours of sick leave and will accumulate sick leave with pay at the rate of eight (8) hours for each full month of employment exclusive of unpaid leaves of absence. Full-time and full-time/part-time employees shall earn and accrue sick leave at the rate of eight (8) hours sick leave for each one hundred seventy-three (173) straight time hours worked, however, no paid sick leave may be taken until an employee has worked six (6) months. The maximum accrued sick time shall be fourteen hundred and forty (1440) hours.
- B. The hours of sick leave that would have been earned when an employee is at the 1440 maximum shall be placed in a retirement 'bonus bank' which can only be used to receive pension credit pursuant to 12.10. At no time can hours in the retirement 'bonus bank' be added or returned to the sick leave accrual.
- C. All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.
- D. Sick leave, when approved by the Sheriff and Human Resources Director, shall be granted:
 - 1. When it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duty because of illness or injury.
 - 2. When unusual situations or emergencies exist in the employee's immediate household.
 - 3. A full-time employee shall be allowed up to ten (10) hours each year for doctor and dental appointments. Time spent at doctor and dental appointments in excess of the ten (10) hours provided herein shall be deducted from the employee's paid sick leave. The Employee must submit a signed verification from the doctor/dentist substantiating the appointment.
- E. No sick leave shall be granted for minor illnesses which would not affect the safety of the employee, or of other persons, or of property, while performing job duties.
- F. Disability due to pregnancy shall be treated as any other disability.
- G. Medical certification will not be generally required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certificates, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Employer, for each absence, regardless of duration, if the

Employer has reason to believe that the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

- H. Before an employee absent from his duties for twelve (12) consecutive days returns to work, he shall satisfy the Employer that he is fit to again perform his duties.

9.3: Medical Arbitration. In the event of a dispute involving an employee's physical or mental ability to perform his job and the Employer is not satisfied by the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its own choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report by a third doctor chosen by the FOPLC and the Employer. The Employer and the FOPLC shall share the cost of this report equally.

If the FOPLC and Employer do not agree to a third doctor within 15 days after receipt of the Employer designated doctor's opinion, the matter will be subject to the Grievance and Arbitration provisions of this Agreement, beginning with a Step 3 meeting to be held on a date mutually agreeable to the FOPLC and the Employer. The Employer shall answer the grievance within 10 days of the date of the meeting.

In the event the grievance is appealed and arbitrated under Step 4, at the arbitration hearing the FOPLC and the Employer may present lay testimony, as well as medical evidence by way of documents, and/or deposition, and/or testimony.

The costs incurred to obtain medical documents, deposition testimony and court reporters, and/or live medically-related testimony, including witness fees and the original production of deposition transcripts, shall be borne by the party requesting them.

For purposes of this section, time computation is pursuant to Article 5.10 of this Agreement.

9.4: Bereavement Leave. Upon approval of the Sheriff, leave shall be given to attend the funeral or memorial service or attend to personal family matters when death occurs in the employee's immediate family according to the following schedule:

- A. Spouse, children, father, mother, brother, sister: stepchild under 21 years of age, five (5) consecutive days.
- B. Father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-parents, stepchild 21 years of age or over: three (3) consecutive days.
- C. Aunts and uncles, step-brother, step-sister: one (1) day.

Leaves 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 Sheriff's Office.

An employee who loses work from his regularly scheduled hours shall receive his regular straight time 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, equivalent to air travel, shall be allowed for out of state deaths of immediate family. Such time shall be deducted from the employee's vacation, holiday or paid personal leave time or paid time off.

9.5: Military Leave.

- A. Any full time employee who enters the active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.
- B. Any full time 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 and a maximum of 84 hours upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amounts received for such training and the employee's regular salary or wage.
- C. Any full time employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the employer the difference between the amount the employee receives for such duty and regular salary or wage for the period set forth in County policy.

9.6: Disability Plan. A disability plan shall become operative upon the expenditure of all of an employee's accumulated sick leave for a work-connected disability. Benefits shall be payable to age 65 at sixty percent (60%) of an employee's monthly salary up to a maximum of \$2,500 per month offset for Worker's Compensation, pension and social security benefits.

9.7: Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for the employee's scheduled shift and what the employee receives from the Court, to a maximum of three hundred-sixty (360) hours per year.

In order to receive jury duty pay from the Employers, an employee must:

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

- D. Employees working the second or third shift shall be reassigned to the day shift on those days when the employee has been summoned to serve as a juror. Upon release from jury duty the employee shall be required to return to work.

9.8: Witness Leave. An employee legally subpoenaed as a witness in any criminal case in a court of competent jurisdiction to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. For each day that an employee serves as a witness when the employee would have otherwise worked, the employee shall receive the difference between the employee's straight time regular rate of pay for the employee's scheduled shift, up to a maximum of forty (40) hours per calendar year. In order to receive the regular rate of pay under the terms of this section, an employee must:

- A. Turn over to the Employer all compensation, fees, or monies received by the employee in return for the employee's service as witness (excluding mileage);
- B. Give the Department Head reasonable advance notice of the time that the employee is required to report to court as a witness;
- C. Give satisfactory evidence that the employee has served as a witness pursuant to the legal subpoena of the court on the date that the employee claims to be entitled to pay under the provisions of this section; and
- D. Return to work promptly after the employee is subpoenaed by the court to serve as a witness, if the employee is released by the court during the employee's regularly scheduled shift.

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

9.9: Family and Medical Leave Act. The employee may request to not utilize one-half (1/2) of the employee's credited vacation and up to 48 hours of credited holiday time at the time the employee commences the leave of absence under the Family Medical Leave Act. Implementation of the request will be based on the amount of the employee's credited vacation and holiday time as of the payroll period immediately preceding that in which the leave commences. In determining the credited holiday time only holidays that have occurred as of the date that the leave commences will be counted.

9.10: Association Leave. Executive Board members may be granted a leave of absence without pay to attend Association functions or seminars provided, however, that reasonable advance notice is given and such leave does not interfere with the personnel requirements of the Department. Seniority and all fringe benefits shall continue during such leave.

9.11: Workers' Compensation Supplement.

- A. In case of a work incapacitating injury or illness for which the employee is or may be eligible for disability benefit under Workers' Compensation Law

of the State of Michigan, such employee, with the approval of the County Human Resources Director, shall be allowed salary payments, which, with his compensation benefit, equal his regular salary or wage. The period covered by the foregoing shall be a period not to exceed twenty-six (26) weeks, after which accrued sick leave may be utilized 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 for a period of fifty-two (52) weeks.

Upon the exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowed under the Worker's Compensation Law of the State of Michigan.

B. A bargaining unit member who is receiving workers' compensation from an injury such as the following:

1. An assault
2. Crashes while a passenger or driver of a conveyance
3. While attempting to detain or take individuals into custody
4. Attempting to quell a riot or disturbance
5. Attempting a rescue
6. While performing a first-aid function
7. Conducting a search
8. Firearms injury
9. Authorized training which places the employee at a risk of physical injury shall continue to receive employer-provided health insurance coverage for the duration of the workers' compensation leave.

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

ARTICLE X VACATIONS

10.1: Vacations. Full-time employees shall earn and accrue vacation on a monthly basis, in accordance with the following schedules.

Employees hired before January 1, 2019

Seniority Level (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	15hr. 20 min.	184 hrs.
18	16 hr.	192 hrs.
19+	16 hr. 40 min.	200 hrs.

Employees hired on or after January 1, 2019

Seniority Level (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.

An employee will receive a vacation accrual on the first pay date of a month if the employee has any time worked, or paid time as provided in the contract, in the pay period that is paid on that pay date. The accrual on the first pay date of a month will be for that month, and will equal 1/12th of the current annual accrual (which is based on 2080 hours worked).

The accrual process for employees who have absences from work will be based on whether the employee is paid for **any time** as provided above during the pay period that is paid on the first pay date in the month.

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.

For purposes of this section, paid time shall include paid holidays, vacations, paid sick leave time under Section 9.2, paid personal leave time under Section 11.4(a) or paid time off under Section 11.4(b), workers compensation leave that is supplemented by the County (26 to 52 weeks). Once the County supplement ceases, vacation accrual shall be based on the hours paid from the employee's paid time off as a supplement.

Vacation accumulation shall be two hundred eighty (280) hours.

10.2: Vacation Requests.

An employee may, with approval, take his vacation(s) at any time in the year as long as it conforms to the manpower requirements of the Division. The Sheriff, or his representative, will indicate the number of employees that may be on vacation leave at any given time.

Bargaining unit members shall be contacted in order of seniority. This contact may be via phone. Bargaining Unit members shall be prepared for their turn to bid their vacation.

Bargaining Unit members will be given prior notice of the approximate date of their turn to bid their vacation. If the bargaining unit member will not be available or cannot return the call within six (6) hours the said bargaining unit member should consider placing their bid via a paper bid sheet.

- A. Summer Vacations are between April 15 - October 14.
- B. Winter Vacations are between October 15 - April 14.
- C. All Vacation requests shall be bid in two day blocks (Mon/Tues, Wed/Thurs) or Three day blocks (Fri/Sat/Sun).
- D. Vacation bids during block training may be denied. The dates for block training shall be determined prior to shift bidding.
- E. First round of vacation bidding shall use the following chart.

<u>Length of Service</u>	<u>Summer Vacation</u>	<u>Winter Vacation</u>
0-5 years	48 hours	Balance
6-12 years	84 hours	Balance
13-14 years	96 hours	Balance
15-18 years	112 hours	Balance
19 years plus	120 hours	Balance

- F. Second round of vacation bidding shall be conducted as soon as possible after the first vacation bid is completed and posted. The time off requests shall be granted in the same manner as the first bid Ex: Monday/Tuesday, Wednesday/Thursday or Friday/Saturday/Sunday blocks. This Bidding may be conducted in person or by email and shall be granted based on an employee's classification/rank seniority. Employees may bid their holiday time in this second vacation bid process. Employees will be allowed to bid up to 96 hours of vacation/holiday hours during the second bid. These hours are divided into 48 hours summer (April 15-October 14) and 48 hour winter (October 15-April 14).
- G. Vacation bidding shall be accomplished by the use of an employee's classification/rank seniority. ECO I and II vacation bidding shall be

accomplished by the use of an employee's bargaining unit seniority. ECS-I and ECS-II shall use date of promotion seniority for vacation bids.

- H. The first round of vacation bidding shall start by the second Monday in October and be completed by December 1st. The second round shall be completed by December 31st. The vacation calendar shall run from the first Monday of the first full pay period in January until up to the first Monday of the first full pay period of January in the following year.
- I. The calendar shall open for bidding for any open dates in order of first come first serve. The first Monday in January shall open the calendar through June 30. The first Monday in June shall open the calendar through December 31.
- J. Use of compensatory time off shall be requested and granted in a comparable manner to the use of vacation leave and may be taken one day at a time if the minimum manpower needs of the Department are met.
- K. Any vacation requests outside of the seniority bid period shall be granted on a first come first serve basis for any time period that has not been committed to vacation use by seniority bidding. Requests submitted on the same calendar day for identical days off shall be granted on the basis of bargaining unit/rank seniority. Any vacation granted on a first come first serve basis will conform to the manpower needs as indicated by the division.
- L. Vacation one day at a time will not be routinely scheduled. When vacation one day at a time is requested, it will only be granted when minimum staffing meets the needs of the Department and is still available. Vacation one day at a time will not be approved more than fourteen (14) calendar days prior to the date requested, other than as stated above.

10.3: Vacation Rate. An employee will be paid for the vacation period at the employee's rate at the time he takes his vacation.

10.4: Break In Service. An approved paid leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

10.5: Payout of Vacation Upon Termination. Employees shall receive payment for all accrued, but unused vacation upon termination of their employment with the Employer, provided that the maximum payment for an employee hired on or after January 1, 2019 is 200 hours.

10.6: Hospitalization During Vacation. If an employee is hospitalized as an in-patient during his vacation period and presents a physician's statement specifying the hospitalization date(s), the time involved in the hospital may be charged to the employee's accumulated sick leave and not to his vacation.

10.7: Vacation Buyback. An employee who has fourteen (14) years of seniority (ten (10) or more years of seniority beginning in 2019) at the beginning of the calendar year, may request to

receive forty (40) hours pay in December of the pay year. Said pay is in lieu of forty (40) hours vacation time and is subject to all applicable taxes. Employees who participate in the County's section 457 Deferred Compensation Plan may elect to contribute part or all of the payment in lieu of vacation to their deferred compensation accounts on a pre-tax basis, up to the established maximums.

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

ARTICLE XI HOLIDAYS

11.1: Recognized Holidays. All full-time employees will be credited on January 1 of each year with eight (8) hours of paid leave time for each of the following recognized holidays.

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

11.2: Holiday Pay. Full-time employees who are not scheduled to work on a recognized holiday because it is a holiday (such as employees in the detective bureau and on administrative assignment) shall receive eight (8) hours pay for such day deducted from their holiday bank. For purposes of this section, if a holiday recognized by this agreement falls on a Saturday it will be observed on Friday and if it falls on a Sunday it will be observed on Monday.

If a recognized holiday falls on a Friday/Saturday or a Sunday/Monday the holiday will be observed on the day observed by the County.

11.3: Holiday Work. If an employee works on a recognized holiday, he shall receive time and one-half his regular straight time rate for all hours worked on the holiday. Employees who work on a recognized holiday shall not have holiday hours deducted from their holiday bank. For the purposes of this Section holiday work means all hours of a shift which begins on the calendar date of the holiday. Any employee working overtime outside their scheduled shift on the following actual holidays shall be compensated at double time his regular straight time rate for all hours worked on the holiday outside the scheduled shift: Memorial Day, 4th of July, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

11.4: Personal Time and Paid Time Off.

(a) Personal Time. Each full-time employee hired before January 1, 2019 will be credited with twenty-four (24) hours personal time each year. Personal time may be taken at any time during the year as provided in this Section, with the approval of the Sheriff or designee. Personal time not taken will be forfeited. New annual personal time will be

added on the same date as the wage increase for the year under Section 13.1; these hours may be used through the end of the pay period before the next annual addition of credited hours, with the approval of the Sheriff or designee.

(b) Paid Time Off.

- i. Each full-time employee hired on or after January 1, 2019 who has completed their probationary period as of December 31 will be credited with forty (40) hours of paid time off on the same date as the wage increase for the year under Section 13.1; these hours may be used through the end of the pay period before the next annual addition of credited hours, with the approval of the Sheriff or designee.
- ii. Employees who complete six (6) months of service during the year will be given paid time off on a pro-rata basis.
- iii. Unused paid time off at the end of each annual period under (i) above will accumulate up to a total of one hundred twenty (120) hours. Any balance in excess of one hundred twenty (120) hours will be placed in the Retirement Bonus Bank and will be converted to pension service credit at retirement as provided in Section 12.10 (b).
- iv. An employee requesting to use paid time off must speak directly to a supervisor, either in person (face to face) or by telephone or email (acknowledgment of receipt of message required). No messages will be left with Dispatch or any other person instead of speaking to a supervisor.
 1. Paid time off for personal reasons must be requested in advance of the time requested. The granting of paid time off for personal reasons will conform to the manpower needs as determined by the Sheriff or designee. Paid Time Off granted under this subsection will be considered as scheduled Paid Time Off.
 2. Paid Time Off without pre-approval shall be granted for emergency personal reasons, when unusual situations or emergencies exist in the employee's immediate household, when an employee is unable to perform his duties because of illness or injury, pregnancy, or the illness or injury of the employee's spouse, child, or parent, provided the employee gives as much advance notice as possible; disability due to pregnancy shall be treated the same as any other disability. In cases where paid time off is used for employee illness, injury, or pregnancy, or for the illness or injury of the employee's spouse, child or parent, medical certification will not be generally required by the Sheriff's Office to substantiate a leave of absence of three (3) consecutive working days or less; however, medical certification, or in lieu thereof, a signed written statement from the employee and acceptable to the Sheriff or designee, setting forth the reasons for the paid time off, may be required at the discretion of the Sheriff or designee for

each absence, regardless of duration. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute Just Cause for dismissal. Paid Time Off granted under this subsection will be considered unscheduled Paid Time Off.

3. Paid Time Off shall be charged against the employee's Paid Time Off Account in the amount taken. Paid Time Off may be taken in one (1) hour increments with the permission of the employee's supervisor.

- v. Each employee covered by this subsection (b) will be credited after their first six months of employment with a one-time S&A Bank of 48 hours, in addition to their first paid time off accrual under (b)(1) above. This bank may be used:
 - (i) by an employee approved for S&A benefits under Section 12.15 to cover time missed from the employee's normal work schedule during a waiting period applicable under Section 12.15 (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 satisfaction of the Sheriff's Office 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 12.10(b).

11.5: Holiday and Personal Leave/Paid Time Off Usages. The granting of employee requests for holiday and personal time off under Section 11.4(a), or paid time off under Section 11.4(b), shall conform to staffing needs as determined by the Department.

11.6: Holiday Accrual. An employee may carry over not more than twenty-four (24) hours of holiday time from one year to the next. Such holiday time carryover shall not be accumulative.

11.7: Termination. In the event an employee terminates his employment prior to the date of the recognized holiday, but after he has taken the holiday, the value of such taken but unearned holiday (8 hours at employee's straight time regular rate) shall be deducted from the last paycheck of the employee. Upon termination, the employee shall be paid for any accrued holiday time (not to exceed 24 hours) and for each recognized holiday which occurred prior to the date of termination less any holiday time taken by the employee.

11.8: Floating Holidays. For employees in the detective bureau, Martin Luther King and Veteran's Day shall be treated as floating holidays which can be taken at another time at the option of the employee with supervisor approval of the holiday work and the alternative day off.

11.9: Accumulated Holiday Time.

- A. All of an employee's accrued holiday hours as of December 31, 1998, shall be placed in a separate holiday bank.

11.10: Holiday During Vacation Leave. Should a holiday fall during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and shall not be charged for a vacation day on the date the holiday is recognized.

ARTICLE XII
INSURANCE

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

- A. Employees shall contribute twenty percent (20%) of their applicable health care premiums through payroll deduction.

The employee is eligible for a wellness incentive equal to two and one-half percent (2½%) if the employee has participated in the wellness program including the completion of an annual preventive physical examination. (The Employer strongly encourages employee and family participation.) An additional two and one-half percent (2½%) incentive will be applied if the employee is a non-smoker or is participating in a smoking cessation program.

Effective July 1, 2012, elective abortions will no longer be a covered benefit under County health insurance plans.

Effective January 1, 2013, generic prescription drugs and supplies, requiring a prescription, 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. Effective January 1, 2019 prescription drug insurance coverage will include the step therapy program of the insurance carrier utilizing generic and preferred options prior to usage of non-preferred or specialty drug regimens, provided that the step therapy program will not apply to a current employee or dependent as to that individual's prescriptions in effect on the above date, provided that the employee and dependent is covered by a County plan on the above date inclusive of a Medicare Supplement plan.

Appendix B to the 2015-2017 contract will remain in effect until January 1, 2019, at which time Appendix B as included in this contract will take effect. Wellness PPO plan design changes including revisions to co-insurance and out of pocket maximum amounts will be implemented as summarized in

Appendix B.

Each year's open enrollment email notifications include a link to the coming year's benefit book, which will include the coming year's illustrative rates and HMO premiums and will specifically note any change to out of pocket maximums.

- B. 1. As an alternative to the County health insurance program, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (currently Blue Care Network) at the same employee contribution percentages described in 12.1 (A).

All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer. Effective January 1, 2019, co-payments, deductibles, co-insurance maximums and out-of pocket maximums will be as summarized in Appendix B.

- 2. In addition to the Kent County Wellness PPO Plan and prescription drug plan, 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.

- C. 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 FOPLC of the change options it is considering and will discuss those options and others that the FOPLC 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.

12.2: 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.

12.3: Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 12.1 above, a full-time employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 12.1 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 after 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.
- G. Employees who have spouses employed by the County are not eligible for the 'in lieu of' payment.

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

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

12.6: Pension (Multiplier, FAC and Retirement Eligibility). The present retirement plan for employees of the department shall be continued and shall provide normal retirement benefits at two and one-half percent (2.50%) of the employee's annual compensation as defined by the "plan" with final average compensation (FAC) of 3.

Effective July 1st, 2011, Final Average Compensation shall be the highest earnings in a thirty six (36) consecutive months period out of the last sixty (60) consecutive months of employment. Overtime earnings shall be averaged over one hundred twenty months (120) prior to retirement.

The employee's pension contribution shall be one-half (1/2) of the annual amortized, actuarial valuation and shall not exceed 8.5% of the employee's annual compensation. Effective in the first pay period that begins in January 2020, the 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. 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.

Employees hired prior to January 1, 2015 shall be eligible for retirement under any of the following:

1. 25 years of credited service at any age.
2. 5 years of credited service and age 60.
3. 15 years of credited service and age 55. (Early retirement).

Employees hired on or after January 1, 2015 shall be eligible for retirement under any of the following:

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

The existing Plan provisions for early retirement, including benefit reduction, will not be changed.

12.7: C.O.L.A. Effective July 1, 2010, and for employees who retire on or after July 1, 2010, a cost of living escalator is added to the pension plan which annually increases a retiree's pension benefit check by two percent (2%) compounded annually in January after three (3) full years of retirement. The cost will be paid by the bargaining unit members through increased payroll deductions and will be 3.32% of pensionable payroll for payroll periods paid after June 30, 2010, and before July 1, 2025, and 1.33% of pensionable payroll thereafter.

12.8: Dental Plan. The employer shall provide a dental program for employees and their dependents. Benefits under the Plan shall provide one hundred percent (100%) for class I benefits (two cleanings and one set of x-rays per person per year) and fifty (50%) for all other services, up to a maximum of Two Thousand Five hundred Dollars (\$2,500) per family effective January 1, 2018. Orthodontics subject to the 50/50 program and the \$2,500 maximum for all benefits under the 'Plan.'

Only one family maximum shall apply where a married couple are both eligible to participate as employees under the County Dental Plan.

12.9: Vision Insurance. All bargaining unit members shall have the vision coverage equal to that provided to all other County employees. Bargaining unit members shall be permitted new glasses or contact lenses annually if their prescription changes.

12.10: Retirement Bonus.

(a) An employee hired before January 1, 2019 who retires under the Kent County Retirement Plan on or after July 1, 1999 (other than a deferred retirement) who, as of the date of retirement, has unused sick leave shall receive pension service credit (not service eligibility) for all unused sick leave time up to a maximum of 1440 hours and any additional hours included in the retirement 'bonus bank.'

(b) Each employee hired on or after January 1, 2019 will have a Retirement Bonus Bank under Section 11.4, and upon retirement will receive pension service credit (not service eligibility) under Section 12.10 for all hours in the Retirement Bonus Bank.

12.11: Retirees 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, 1987, or thereafter, in accordance with the following:

- A. Employees who retire on or after July 1, 2006, who have a minimum of twenty-five (25) years of service or employees who receive a duty disability retirement on or after July 1, 2006, 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 dollars (\$300.00) per month. Retirees may, at their own expense, be allowed to pay the difference between the premium amount paid by the Employer and the premium amount for any other Employer provided insurance plan selected by the retiree inclusive of a Medicare supplement plan.

When the retiree is eligible for Medicare, the Employer shall provide to the retiree Medicare supplement health and prescription insurance at an amount not to exceed the lowest single subscriber rate available under the Employer's insurance programs, not to exceed three hundred dollars (\$300.00) per month. Retirees and their dependents age 65 or over who wish to elect a County plan must elect the Medicare supplement health and prescription plans, except that: (i) a retiree age sixty-five or over who has two or more covered dependents under age 65 may elect the County Family Health plan for the retiree and dependents, and (ii) this requirement does not apply to retirees and their dependents over age 65 who are enrolled in another County plan as of January 1, 2018, unless and until they elect a Medicare supplement plan. For employees who retire on or after January 1, 2009, the maximum amount paid by the Employer shall be three hundred and fifty dollars (\$350.00) 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.

Employees hired on or after January 1, 2015, upon their retirement, will be in a separate group for retiree health premium rating purposes.

- B. Retirees with less than twenty-five (25) years of continuous service at the time of retirement shall have a monthly pro-rata care credit based on years of credited service in relation to twenty five (25) years, not to exceed the lowest single subscriber rate.

For employees who retire on or after July 1, 2006, because of an on duty disability, shall be eligible for up to three hundred (\$300) dollars per month toward retiree health insurance. If the disabled employee has less than twenty five (25) years of service, the three hundred (\$300) dollars per month shall be pro-rata, based on the years of service at the time of the duty

disability retirement. For employees who retire on or after January 1, 2009, the maximum amount paid by the Employer shall be three hundred and fifty dollars (\$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.

- 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 full 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 his spouse's employment;
 - 4. The balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee;
- 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 and such benefits are subject to negotiations between the parties and the provisions of Section 12.1.

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

12.13: Section 125 Plan. All premiums for health insurance shall be pre-taxed. Employees shall be permitted to participate in the County's section 125 plan.

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

12.15: Sickness and Accident Benefits (S&A). The Employer shall provide sickness and accident benefits for full-time and regular part-time employees hired on or after January 1, 2019. This coverage shall become effective when the employee has completed six months of service. 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 are payable from the first (1st) day of disability due to accident, surgery (both inpatient and outpatient), and hospitalization or the eighth (8th) day of illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. 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.

- (a) Employees are not entitled to S&A benefits for any disability for which they may be entitled to indemnity or compensation under the Kent County Retirement Plan, Social Security, Workers' Compensation or any other disability benefit program.
- (b) The employee will be given pension service credit under the County retirement plan for the period of time during which S&A insurance benefits are received, 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) The employer portion of all insurance premiums will be paid while an employee is receiving S&A benefits, provided the employee pays the employee portion. FMLA and S&A programs run concurrently.
- (d) An employee who is receiving S&A insurance benefits is eligible to return to his former or comparable position consistent with the FMLA. The employee must present a proper medical release from the employee's health care provider to return to work.

ARTICLE XIII
WAGES

13.1: Classification and Rates. Salary Steps (A, B, C, D, E, F, G) are based on the County's pay plan and intervals for advancement provided therein. Annual salaries are based on 2080 hours. 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.

New Appendix A as amended will increase the Appendix A wage rates as follows:

- 2018: 2% wage increase retroactive to January 1, 2018.
- 2019: 2.5% wage increase effective December 31, 2018.
- 2020: 2.5% wage increase effective December 30, 2019
- 2021: 2.5% wage increase effective December 28, 2020.
- If this Agreement is not reopened under Section 16.2 the 2021 salary rates will be increased 2% for 2022 and an additional 2% for 2023, on the dates determined under this Section. e reeme re e e e e r e cre e r 2022
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2023.

For 2023 wage rate – See Letter of Understanding: 2023 Annual Across the Board Percentage Wage Increase and Appendix A as amended December 26, 2022.

13.2 De ce e Premium. An employee assigned as a Detective, including Domestic Violence assignments, sha receive four hundred sixty (\$460) annually. Payment of Detective premium shall be made semi-annually, in the first pay period of February, for the period of January through June; and in the first pay period of August for the period of July through December.

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Communication Supervisor classification at the same step paid the Emergency Communication Operator prior to the promotion commencing the first full pay period following the promotion.

ARTICLE XIV
LAYOFF AND RECALL

14.1: Layoff Procedure. The Employer may lay off employees whenever it deems such action to be necessary, including, by way of illustration only and not by way of limitation, a reduction in the work force due to a shortage of work or funds, the abolition of positions, changes in departmental organization or for other reasons. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- A. If a notice of reduction in the work force is given pursuant to this section, for purposes of communication, the Employer, upon request, will meet with the Association to discuss the impact of such layoff.
- B. The parties acknowledge that there are many non-paid volunteers or cooperative programs with pay that function in association with the Sheriff Department. The parties agree that in the event of a layoff within the bargaining unit, these programs may continue in effect, but the Employer agrees that the hours of work now scheduled for the cadets shall not be increased nor shall the police reserves or traffic squad be utilized to replace the patrol functions now performed by members of the bargaining unit. Qualified employees on layoff shall be given the opportunity in accordance with their seniority to perform the seasonal marine patrol duties, part-time park police.
- C. Part-time employees in the classification affected shall be laid off first, then probationary employees shall be laid off providing that the non-probationary employees have the experience, qualifications and present ability to perform the required work. The next employee(s) to be laid off shall be the employee with the least bargaining unit seniority among the classification or rank reduced, provided, however, that the remaining senior employees have the experience, qualifications and the present ability to perform the required work. Further layoffs shall be accomplished by the inverse order of bargaining unit seniority provided that the remaining senior employees have the experience, qualifications and present ability to perform the required work.
- D. If a sergeant is to be reduced, the employee with the least rank seniority shall be laid off first, provided that the remaining senior sergeants have the experience, qualifications and present ability to perform the required work.
- E. Upon being laid off, a sergeant, if he so requests shall be, in lieu of layoff, demoted to a patrol officer provided, however, that he has the required qualifications and that he has the greater bargaining unit seniority than the employee whom he is to replace. An ECS II, if he so requests, upon being

laid off, shall be, in lieu of layoff, demoted to an ECS I position, An ECS I, if he so requests, upon being laid off, shall be, in lieu of layoff, demoted to an ECO II, An ECO II if he so requests, upon being laid off, shall be, in lieu of layoff, demoted to an ECO I, provided, however, that he has the required qualifications and that he has the greater bargaining unit seniority than the employee whom he is to replace.

14.2: Recall. Employees who are laid off from their classification or who are demoted in lieu of layoff, if they have recall rights, shall be recalled to their former classification or rank, in order of their rank seniority, or bargaining unit seniority, whichever the case may be, when the workforce is to be increased, provided that the employee has the experience, qualifications and present ability to perform the required work.

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

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

14.5: Notice of Recall. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address.

ARTICLE XV MISCELLANEOUS

15.1: Mileage. All mileage reimbursement request forms shall be turned into a Sergeant or Lieutenant by the fifth (5th) day of the following month for which an employee has mileage. The Sergeant or Lieutenant shall then sign and date the form and process it through the proper channels. Upon finding extenuating circumstances that prevented the employee from filing in a timely fashion, the office of the Sheriff may waive the above requirements.

All mileage shall be paid at the published I.R.S. rate.

15.2: Dog Handlers. Dog handlers will be paid \$10.00 per hour for 4 hours each two-week payroll period for off-duty dog care. For any additional required care the officer will bring the dog to work and perform the care during the officer's scheduled on-duty hours, and this time will be paid at the officer's normal pay rate because the officer is also on-duty and available as a law enforcement officer. On-duty care time will be scheduled by agreement of the officer and supervisor; if the on-duty dog care time exceeds or is anticipated to exceed 3 hours for a two-week payroll period the officer will notify the Sheriff's Office. The parties agree that the above combined off-duty and on-duty dog care time allowance is a reasonable estimate of the hours required to care for the dog. The Sheriff's Office will continue to pay for dog food and veterinary care. It is understood and agreed that the dog is owned by the Sheriff's Office.

15.3: Clothing Allowance. Non-uniformed law enforcement officers shall receive a clothing allowance, paid quarterly, in the amount of twelve hundred dollars (\$1,200.00) annually. Clothing allowance shall be paid quarterly, in the first pay periods of April, July, October, and the last pay period of December. Payment shall be calculated based on the number of days an employee is assigned in a non-uniformed position during the quarter.

15.4: Field Training Officers (FTO)/Communications Training Officers (CTO): Employees assigned as either FTO or CTO shall receive 12% of their hourly wage for all the hours in which they are performing the function.

15.5: Bulletin Board. The Employer shall provide bulletin board space for the posting of Association notices; provided, however, the Employer shall have the right to police the bulletin boards for offensive materials.

15.6: Uniforms and Equipment. Uniforms and equipment shall be furnished by the Employer. Such uniforms and equipment shall be of the proper police specifications and sizes commensurate with the needs and safety of the officers. 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.

15.7: 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. Detectives, including Domestic Violence assignments, shall receive dry cleaning "chits" of seventy-five (75), per quarter, three hundred (300) per year, cumulative from year to year (2 chits are required for one suit). The Uniform Officers shall receive dry cleaning "chits" of seventy-five (75) per quarter, three hundred (300) per year. The Vice Detectives shall receive dry cleaning "chits" of twenty-five (25) per quarter, one hundred (100) per year. If the uniforms are 'wash and wear' the employer shall not provide cleaning "chits".

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

15.9: Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

15.10: Pro-rata Benefits. Paid sick leave 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 the twelve (12) month period. Paid sick leave, Worker's Compensation leave of absence where benefits are being paid, for a period up to one year; paid leaves of absence, and vacation shall be considered as a day of work (8 hours). Any employee who is absent from work due to an unpaid leave of absence or layoff shall receive these benefits if otherwise eligible on a pro-rata or reduced basis which shall be ratio of two thousand eighty (2,080) hours worked, overtime included, but shall not exceed the amount provided herein.

- A. Part-time employees shall receive pro-rata vacation and sick hours based on hours worked. Part-time employees may purchase hospitalization insurance at group rates.

15.11: Discharge and Discipline.

- A. The Employers agree that they shall not discipline or discharge an employee except for just cause.
- B. An employee, upon request, shall be entitled to representation by an FOPLC/Association representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employers where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.
- C. An employee who has been discharged may consult with his FOPLC/Association representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the Employer's operations.
- D. An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification in writing. For informational purposes only, the FOPLC/Association shall be given a copy of such suspension or discharge notices.
- E. An employee shall be entitled to personnel information in accordance with the Employee Right to Information Statute.
- F. 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 when imposing discipline.
- G. The FOPLC acknowledges that counseling memoranda may be utilized by the Employer to communicate job deficiencies to employees. Counseling Memoranda shall not be construed as disciplinary action and shall not be subject to the grievance arbitration procedure set forth in the Collective Bargaining Agreement. Counseling memoranda shall not remain in effect for more than six (6) months from the date it is issued.
- H. In the event that an employee is going to be suspended, the employer may offer to have the employee forfeit accrued time off in lieu of serving the unpaid suspension.

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

15.13: Indemnification. The County agrees, to the extent permitted by law, to defend any action brought against any officer or employee of the County where the action complained of arose out

of and in the course of and within the scope of County employment. The County may compromise, settle or pay any claim before and after the commencement of any civil action.

15.14: Gender. The male gender shall also include the female gender and vice versa.

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

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

15.17: Assigned Vehicles. All employees who are assigned a motor vehicle shall continue to have one provided by the Employer provided that the Sheriff determines that the motor vehicle is essential to the employee's job duties. In addition, such vehicles may be driven to and from work in accordance with existing policy, provided that the Sheriff determines that such use is reasonably essential to the employee's job duties. However, the FOPLC acknowledges that these vehicles assigned to employees shall not be considered as compensation and the Employer retains all rights to determine any and all use, assignment and discontinuance, including personal use, of such vehicles.

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

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

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

15.21: Residency. All employees hired on or after the execution of this agreement must, prior to completion of the probation period, reside within twenty-four (24) miles of the borders of Kent County. In the event a current employee changes residence, he must reside, within the twenty-four (24) miles of the borders of Kent County.

15.22: Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between

such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the FOPLC, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

15.23: A.D.A. Waiver. When either the Employer or the FOPLC engages in compliance efforts as set forth in the Americans with Disabilities Act (ADA), including reasonable accommodation with the Federal Age and Disability Act, neither shall be held liable for any deprivation of contract rights suffered by an employee affected by the compliance efforts.

15.24: Exit Letter. Prior to separation from the Sheriff Department, the employer may file an exit letter/evaluation in regard to the employee's employment history.

15.25: On Call Pay. An employee who is placed on "on call status shall receive one (1) hour of straight time pay for each twenty-four (24) hour period of "on call" status. The on call schedule, as posted, shall remain as established annually and shall remain in effect for one year unless otherwise agreed to by the employee and supervisor. An employee who, while on "on call" status is called in for duty shall receive, in addition to the "on call" premium, the applicable overtime compensation.

15.26: HIV, HBV, and HCV Testing. Bargaining unit members who have received training in the transmission of blood borne diseases and who, while performing his duties, determines that he has sustained a per cutaneous, mucous membrane, or open wound exposure to the blood or bodily fluids, may request the individual (s) be tested for HIV infection, HBV infection, HCV infection or all three infections. The request shall be in writing on a form provided by the Michigan Department of Community Health and shall set forth a description of his exposure to the blood or bodily fluids of the person from whom the test is requested. In the event such test is requested the Employer agrees to pay the reasonable and customary charges of such test.

15.27: ALCOHOL, DRUG TESTING. Prohibitions:

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

A. Condition of Employment:

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

B. Purposes:

The purposes of this policy are:

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

C. Garrity Rights:

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

D. Reasonable Suspicion Testing:

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

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

E. The Employer may require the employee to undergo a Preliminary Breath Test (PBT) which will be verified by a breathalyzer test at the Employer's Occupational Health Service provider, or if necessary, a neighboring Sheriff's Department. The employee may elect to have an independent

test of his choosing. The test shall be conducted in a reasonable amount of time after the Employers last test. The cost of the independent test shall be the responsibility of the Employer.

F. Consequences for Violation of this Policy:

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

G. Case Specific Alcohol/Drug Testing:

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

H. Random Drug Testing:

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

- a. Selections shall be conducted by a third party using a computer-based random number generator that is matched with the employee's payroll number, which will ensure that each employee has an equal chance of being selected each time selections are made.
- b. Selections will be made from a list of all) Bargaining Unit Members, and a maximum of four (4) Bargaining Unit members shall be tested each month.
- c. The drugs to be tested for under this Random Drug Testing program are:

Marijuana metabolite
Phencyclidine

Cocaine metabolite
Amphetamines

Opiates metabolite
Barbiturates

The initial and confirmatory test cutoff levels will be determined by the Accredited Laboratory and approved by the FOPLC and the Sheriff's Office.

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

I. Consequences for Positive Random Test:

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

2nd Offense: Last Chance Agreement
Suspension up to 80 hours
Mandatory Substance Abuse Counseling/Treatment
Random Drug Testing for 2 years

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

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

J. Last Chance Agreement:

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

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

- 1) The employee acknowledges in writing that he/she has a substance abuse problem.
- 2) The employee successfully completes an Employer approved, assessment and, if recommended, a supervised treatment program.
- 3) The employee agrees in writing to remain free of alcohol/drug use and strictly complies with the Employer's alcohol and drug policy.
- 4) The employee is subject to automatic discharge for any violation of the Last Chance Agreement or this policy while on the Last Chance Agreement and the employee and Association waives the right to grieve and arbitrate such discharge.

- 5) The term of a Last Chance Agreement for a positive random drug test shall be no longer than two (2) years.

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

L. Chain of Possession Procedures/Split Sample Procedure:

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

M. Laboratory Accreditation:

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

N. Certification of Test Results:

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

O. Leave of Absence:

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

P. Confidentiality:

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

Q. Specimen Retention:

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

R. Laboratory Methodology:

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

ARTICLE XVI
DURATION

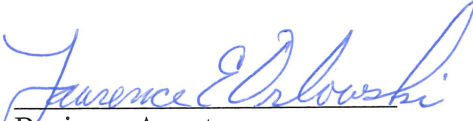
16.1: Termination. This Agreement, including the attached Letters of Understanding, shall remain in force until midnight, December 31, 2023, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, 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 the party proposing amendment, modification or alteration, negotiation, change or any combination thereof.

16.2: Reopening. Either party may reopen this Agreement during 2021, only with regard to salaries under Section 13.1 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 April 30, 2021. If such notice is given, the parties will negotiate. Any tentatively agreed changes must be ratified by the FOPLC 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.

If this Agreement is reopened as provided above, 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 13.1 for 2022 and 2023.

16.3: 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.


Business Agent
Fraternal Order of Police Labor Council

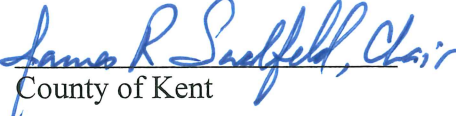

President, Kent County Law
Enforcement Association


Vice President, Kent County Law
Enforcement Association


Secretary, Kent County Law
Enforcement Association


Kent County Sheriff




Chair
County of Kent

APPENDIX A: Implementing and subject to Section 13.1.

Classifications:

Patrol Officer

Patrol Sergeant

Emergency Communications Operator I

Emergency Communications Operator II

Emergency Communications Supervisor I

Emergency Communications Supervisor II

Patrol Officer	A	B	C	D	E	F	G
2018							
Annual	\$52,104.00	\$53,726.40	\$55,598.40	\$58,260.80	\$62,712.00	\$66,872.00	\$72,841.60
Biweekly	\$2,004.00	\$2,066.40	\$2,138.40	\$2,240.80	\$2,412.00	\$2,572.00	\$2,801.60
Hourly	\$25.05	\$25.83	\$26.73	\$28.01	\$30.15	\$32.15	\$35.02
2019							
Annual	\$53,414.40	\$55,078.40	\$56,992.00	\$59,716.80	\$64,272.00	\$68,536.00	\$74,672.00
Biweekly	\$2,054.40	\$2,118.40	\$2,192.00	\$2,296.80	\$2,472.00	\$2,636.00	\$2,872.00
Hourly	\$25.68	\$26.48	\$27.40	\$28.71	\$30.90	\$32.95	\$35.90
2020							
Annual	\$54,745.60	\$56,451.20	\$58,427.20	\$61,214.40	\$65,873.60	\$70,241.60	\$76,544.00
Biweekly	\$2,105.60	\$2,171.20	\$2,247.20	\$2,354.40	\$2,533.60	\$2,701.60	\$2,944.00
Hourly	\$26.32	\$27.14	\$28.09	\$29.43	\$31.67	\$33.77	\$36.80
2021							
Annual	\$56,118.40	\$57,865.60	\$59,883.20	\$62,753.60	\$67,516.80	\$71,988.80	\$78,457.60
Biweekly	\$2,158.40	\$2,225.60	\$2,303.20	\$2,413.60	\$2,596.80	\$2,768.80	\$3,017.60
Hourly	\$26.98	\$27.82	\$28.79	\$30.17	\$32.46	\$34.61	\$37.72

Sergeants

2018				
Annual			\$76,980.80	\$83,740.80
Biweekly			\$2,960.80	\$3,220.80
Hourly			\$37.01	\$40.26
2019				
Annual			\$78,915.20	\$85,841.60
Biweekly			\$3,035.20	\$3,301.60
Hourly			\$37.94	\$41.27
2020				
Annual			\$80,891.20	\$87,984.00
Biweekly			\$3,111.20	\$3,384.00
Hourly			\$38.89	\$42.30
2021				
Annual			\$82,908.80	\$90,188.80
Biweekly			\$3,188.80	\$3,468.80
Hourly			\$39.86	\$43.36

ECO I	A	B	C	D	E	F	G
2018							
Annual		\$37,772.80	\$39,644.80	\$41,620.80	\$44,137.60	\$46,779.20	\$49,816.00
Biweekly		\$1,452.80	\$1,524.80	\$1,600.80	\$1,697.60	\$1,799.20	\$1,916.00
Hourly		\$18.16	\$19.06	\$20.01	\$21.22	\$22.49	\$23.95
2019							
Annual		\$38,708.80	\$40,643.20	\$42,660.80	\$45,240.00	\$47,944.00	\$51,064.00
Biweekly		\$1,488.80	\$1,563.20	\$1,640.80	\$1,740.00	\$1,844.00	\$1,964.00
Hourly		\$18.61	\$19.54	\$20.51	\$21.75	\$23.05	\$24.55
2020							
Annual		\$39,686.40	\$41,662.40	\$43,721.60	\$46,363.20	\$49,150.40	\$52,332.80
Biweekly		\$1,526.40	\$1,602.40	\$1,681.60	\$1,783.20	\$1,890.40	\$2,012.80
Hourly		\$19.08	\$20.03	\$21.02	\$22.29	\$23.63	\$25.16
2021							
Annual		\$40,684.80	\$42,702.40	\$44,824.00	\$47,528.00	\$50,377.60	\$53,643.20
Biweekly		\$1,564.80	\$1,642.40	\$1,724.00	\$1,828.00	\$1,937.60	\$2,063.20
Hourly		\$19.56	\$20.53	\$21.55	\$22.85	\$24.22	\$25.79

ECO II

2018							
Annual		\$43,742.40	\$45,947.20	\$49,046.40	\$51,563.20	\$55,057.60	\$58,011.20
Biweekly		\$1,682.40	\$1,767.20	\$1,886.40	\$1,983.20	\$2,117.60	\$2,231.20
Hourly		\$21.03	\$22.09	\$23.58	\$24.79	\$26.47	\$27.89
2019							
Annual		\$44,844.80	\$47,091.20	\$50,273.60	\$52,852.80	\$56,430.40	\$59,467.20
Biweekly		\$1,724.80	\$1,811.20	\$1,933.60	\$2,032.80	\$2,170.40	\$2,287.20
Hourly		\$21.56	\$22.64	\$24.17	\$25.41	\$27.13	\$28.59
2020							
Annual		\$45,968.00	\$48,276.80	\$51,521.60	\$54,184.00	\$57,844.80	\$60,944.00
Biweekly		\$1,768.00	\$1,856.80	\$1,981.60	\$2,084.00	\$2,224.80	\$2,344.00
Hourly		\$22.10	\$23.21	\$24.77	\$26.05	\$27.81	\$29.30
2021							
Annual		\$47,112.00	\$49,483.20	\$52,811.20	\$55,536.00	\$59,300.80	\$62,462.40
Biweekly		\$1,812.00	\$1,903.20	\$2,031.20	\$2,136.00	\$2,280.80	\$2,402.40
Hourly		\$22.65	\$23.79	\$25.39	\$26.70	\$28.51	\$30.03

ECS I	A	B	C	D	E	F	G
2018							
Annual		\$49,899.20	\$52,416.00	\$55,993.60	\$59,155.20	\$62,982.40	\$66,393.60
Biweekly		\$1,919.20	\$2,016.00	\$2,153.60	\$2,275.20	\$2,422.40	\$2,553.60
Hourly		\$23.99	\$25.20	\$26.92	\$28.44	\$30.28	\$31.92
2019							
Annual		\$51,147.20	\$53,726.40	\$57,387.20	\$60,632.00	\$64,563.20	\$68,057.60
Biweekly		\$1,967.20	\$2,066.40	\$2,207.20	\$2,332.00	\$2,483.20	\$2,617.60
Hourly		\$24.59	\$25.83	\$27.59	\$29.15	\$31.04	\$32.72
2020							
Annual		\$52,416.00	\$55,078.40	\$58,822.40	\$62,150.40	\$66,185.60	\$69,763.20
Biweekly		\$2,016.00	\$2,118.40	\$2,262.40	\$2,390.40	\$2,545.60	\$2,683.20
Hourly		\$25.20	\$26.48	\$28.28	\$29.88	\$31.82	\$33.54
2021							
Annual		\$53,726.40	\$56,451.20	\$60,299.20	\$63,710.40	\$67,849.60	\$71,510.40
Biweekly		\$2,066.40	\$2,171.20	\$2,319.20	\$2,450.40	\$2,609.60	\$2,750.40
Hourly		\$25.83	\$27.14	\$28.99	\$30.63	\$32.62	\$34.38

ECS II

2018							
Annual		\$55,328.00	\$58,198.40	\$62,129.60	\$65,603.20	\$69,950.40	\$73,465.60
Biweekly		\$2,128.00	\$2,238.40	\$2,389.60	\$2,523.20	\$2,690.40	\$2,825.60
Hourly		\$26.60	\$27.98	\$29.87	\$31.54	\$33.63	\$35.32
2019							
Annual		\$56,721.60	\$59,654.40	\$63,689.60	\$67,246.40	\$71,697.60	\$75,296.00
Biweekly		\$2,181.60	\$2,294.40	\$2,449.60	\$2,586.40	\$2,757.60	\$2,896.00
Hourly		\$27.27	\$28.68	\$30.62	\$32.33	\$34.47	\$36.20
2020							
Annual		\$58,136.00	\$61,152.00	\$65,291.20	\$68,931.20	\$73,486.40	\$77,188.80
Biweekly		\$2,236.00	\$2,352.00	\$2,511.20	\$2,651.20	\$2,826.40	\$2,968.80
Hourly		\$27.95	\$29.40	\$31.39	\$33.14	\$35.33	\$37.11
2021							
Annual		\$59,592.00	\$62,691.20	\$66,913.60	\$70,657.60	\$75,316.80	\$79,123.20
Biweekly		\$2,292.00	\$2,411.20	\$2,573.60	\$2,717.60	\$2,896.80	\$3,043.20
Hourly		\$28.65	\$30.14	\$32.17	\$33.97	\$36.21	\$38.04

Appendix A as Amended

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Patrol Officer							
2022							
Annual	\$ 57,512.00	\$ 59,321.60	\$ 61,380.80	\$ 64,313.60	\$ 69,201.60	\$ 73,798.40	\$ 80,412.80
Biweekly	\$ 2,212.00	\$ 2,281.60	\$ 2,360.80	\$ 2,473.60	\$ 2,661.60	\$ 2,838.40	\$ 3,092.80
Hourly	\$ 27.65	\$ 28.52	\$ 29.51	\$ 30.92	\$ 33.27	\$ 35.48	\$ 38.66
2023							
Annual	\$ 58,947.20	\$ 60,798.40	\$ 62,920.00	\$ 65,915.20	\$ 70,928.00	\$ 75,649.60	\$ 82,430.40
Biweekly	\$ 2,267.20	\$ 2,338.40	\$ 2,420.00	\$ 2,535.20	\$ 2,728.00	\$ 2,909.60	\$ 3,170.40
Hourly	\$ 28.34	\$ 29.23	\$ 30.25	\$ 31.69	\$ 34.10	\$ 36.37	\$ 39.63
Sergeants							
2022							
Annual						\$ 84,988.80	\$ 92,435.20
Biweekly						\$ 3,268.80	\$ 3,555.20
Hourly						\$ 40.86	\$ 44.44
2023							
Annual						\$ 87,110.40	\$ 94,744.00
Biweekly						\$ 3,350.40	\$ 3,644.00
Hourly						\$ 41.88	\$ 45.55
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Emergency Communications Operator I							
2022							
Annual		\$ 41,704.00	\$ 43,763.20	\$ 45,947.20	\$ 48,713.60	\$ 51,646.40	\$ 54,974.40
Biweekly		\$ 1,604.00	\$ 1,683.20	\$ 1,767.20	\$ 1,873.60	\$ 1,986.40	\$ 2,114.40
Hourly		\$ 20.05	\$ 21.04	\$ 22.09	\$ 23.42	\$ 24.83	\$ 26.43
2023							
Annual		\$ 42,744.00	\$ 44,865.60	\$ 47,091.20	\$ 49,940.80	\$ 52,936.00	\$ 56,347.20
Biweekly		\$ 1,644.00	\$ 1,725.60	\$ 1,811.20	\$ 1,920.80	\$ 2,036.00	\$ 2,167.20
Hourly		\$ 20.55	\$ 21.57	\$ 22.64	\$ 24.01	\$ 25.45	\$ 27.09
Emergency Communications Operator II							
2022							
Annual		\$ 48,297.60	\$ 50,710.40	\$ 54,121.60	\$ 56,929.60	\$ 60,777.60	\$ 64,022.40
Biweekly		\$ 1,857.60	\$ 1,950.40	\$ 2,081.60	\$ 2,189.60	\$ 2,337.60	\$ 2,462.40
Hourly		\$ 23.22	\$ 24.38	\$ 26.02	\$ 27.37	\$ 29.22	\$ 30.78
2023							
Annual		\$ 49,504.00	\$ 51,979.20	\$ 55,473.60	\$ 58,344.00	\$ 62,296.00	\$ 65,624.00
Biweekly		\$ 1,904.00	\$ 1,999.20	\$ 2,133.60	\$ 2,244.00	\$ 2,396.00	\$ 2,524.00
Hourly		\$ 23.80	\$ 24.99	\$ 26.67	\$ 28.05	\$ 29.95	\$ 31.55
Emergency Communications Supervisor I							
2022							
Annual		\$ 55,078.40	\$ 57,865.60	\$ 61,796.80	\$ 65,312.00	\$ 69,555.20	\$ 73,299.20
Biweekly		\$ 2,118.40	\$ 2,225.60	\$ 2,376.80	\$ 2,512.00	\$ 2,675.20	\$ 2,819.20
Hourly		\$ 26.48	\$ 27.82	\$ 29.71	\$ 31.40	\$ 33.44	\$ 35.24
2023							
Annual		\$ 56,451.20	\$ 59,321.60	\$ 63,336.00	\$ 66,955.20	\$ 71,302.40	\$ 75,129.60
Biweekly		\$ 2,171.20	\$ 2,281.60	\$ 2,436.00	\$ 2,575.20	\$ 2,742.40	\$ 2,889.60
Hourly		\$ 27.14	\$ 28.52	\$ 30.45	\$ 32.19	\$ 34.28	\$ 36.12
Emergency Communications Supervisor II							
2022							
Annual		61089.6	64251.2	68577.6	72425.6	77209.6	81099.2
Biweekly		2349.6	2471.2	2637.6	2785.6	2969.6	3119.2
Hourly		29.37	30.89	32.97	34.82	37.12	38.99
2023							
Annual		62608	65852.8	70283.2	74235.2	79144	83116.8
Biweekly		2408	2532.8	2703.2	2855.2	3044	3196.8
Hourly		30.1	31.66	33.79	35.69	38.05	39.96

Appendix A
As Amended December 26, 2022

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Patrol Officer							
<hr/>							
2023							
Annual	\$ 59,820.80	\$ 61,692.80	\$ 63,835.20	\$ 66,892.80	\$ 71,968.00	\$ 76,752.00	\$ 83,636.80
Biweekly	\$ 2,300.80	\$ 2,372.80	\$ 2,455.20	\$ 2,572.80	\$ 2,768.00	\$ 2,952.00	\$ 3,216.80
Hourly	\$ 28.76	\$ 29.66	\$ 30.69	\$ 32.16	\$ 34.60	\$ 36.90	\$ 40.21

Sergeants							
<hr/>							
2023							
Annual						\$ 88,379.20	\$ 96,137.60
Biweekly						\$ 3,399.20	\$ 3,697.60
Hourly						\$ 42.49	\$ 46.22

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Emergency Communications Operator I							
<hr/>							
2023							
Annual		\$ 43,368.00	\$ 45,510.40	\$ 47,777.60	\$ 50,668.80	\$ 53,705.60	\$ 57,179.20
Biweekly		\$ 1,668.00	\$ 1,750.40	\$ 1,837.60	\$ 1,948.80	\$ 2,065.60	\$ 2,199.20
Hourly		\$ 20.85	\$ 21.88	\$ 22.97	\$ 24.36	\$ 25.82	\$ 27.49

Emergency Communications Operator II							
<hr/>							
2023							
Annual		\$ 50,232.00	\$ 52,748.80	\$ 56,284.80	\$ 59,196.80	\$ 63,211.20	\$ 66,580.80
Biweekly		\$ 1,932.00	\$ 2,028.80	\$ 2,164.80	\$ 2,276.80	\$ 2,431.20	\$ 2,560.80
Hourly		\$ 24.15	\$ 25.36	\$ 27.06	\$ 28.46	\$ 30.39	\$ 32.01

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Emergency Communications Supervisor I							
<hr/>							
2023							
Annual		\$ 57,283.20	\$ 60,174.40	\$ 64,272.00	\$ 67,932.80	\$ 72,342.40	\$ 76,232.00
Biweekly		\$ 2,203.20	\$ 2,314.40	\$ 2,472.00	\$ 2,612.80	\$ 2,782.40	\$ 2,932.00
Hourly		\$ 27.54	\$ 28.93	\$ 30.90	\$ 32.66	\$ 34.78	\$ 36.65

Emergency Communications Supervisor II							
<hr/>							
2023							
Annual		63523.2	66830.4	71323.2	75316.8	80288	84344
Biweekly		2443.2	2570.4	2743.2	2896.8	3088	3244
Hourly		30.54	32.13	34.29	36.21	38.6	40.55

APPENDIX B: This revised Appendix B will take effect January 1, 2019

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.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

Subject: Transfer Crew and Court Security

This Letter of Understanding is by and between the County of Kent and the Sheriff, hereinafter referred to as the Office of the Sheriff or Sheriff; the Fraternal Order of Police Labor Council, herein after referred to as the FOPLC.

This Letter of Understanding supersedes any prior letters of understanding.

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

WHEREAS, the law enforcement (FOPLC) deputies assigned to the Transfer Crew/Court Security will retain their status within and part of the FOPLC Collective Bargaining Agreement. THEREFORE, the parties (the Office of the Sheriff and FOPLC) agree as follows:

- 1) As of February 3rd, 2017, six law enforcement positions will come from the FOPLC Bargaining Unit. These six positions could include one sergeant and for an indefinite period of time.
- 2) If a vacancy occurs in the Court Security/Transfer Crew, the Sheriff shall post pursuant to section 8.10(B) of the collective bargaining agreement.
- 3) If, as a result of the posting, there is not enough interest from the FOPLC to staff six law enforcement positions, the Office of Sheriff will assign the lowest seniority, non-probationary deputy from FOPLC, who is currently assigned to the day shift, to the Transfer/Court Security for up to one year. The lowest senior Deputy on days will not be selected for two consecutive years. The Office of the Sheriff will select the next lowest senior Deputy to avoid a two consecutive year assignment by the same Deputy.
- 4) As of February 3rd, 2017, the Office of the Sheriff shall not decrease the number of Deputies represented by FOPLC to the Transfer Crew/Court Security below six positions.
- 5) If additional Court Security/Transfer Crew positions are created, the Office of the Sheriff shall staff these newly created positions from either the FOPLC or KCDSA and shall be at the Office of Sheriff's sole discretion. The Sheriff shall determine the number of personnel assigned to Transfer Crew and Court Security.
- 6) Request for time off: Deputies assigned to the Transfer Crew/Court Security, will consist of one combined seniority list of all personnel assigned to Transfer and Court Security based on their bargaining unit seniority... After the seniority vacation bid process is completed, vacations granted shall be on a first come first serve basis amongst all of the personnel assigned to the Transfer Crew/Court Security. Same day requests for vacations at the same time after the seniority bid shall be granted by applying the current bargaining unit seniority date of the employees.

LETTER OF UNDERSTANDING #2

Subject: Sick Leave Under Section 9.2.

The parties acknowledge that both made concessions to achieve this Agreement. In particular, the Employers acknowledges that the FOPLC and the Association would not have entered into this Agreement to resolve a pending Act 312 Arbitration had the Employers not withdrawn their proposal to convert employees hired before January 1, 2019 from paid sick leave under Section 9.2 and personal time under Section 11.4, to the County's Sickness and Accident and paid time off programs. While the Employers will not purport to limit the authority of the County or Sheriff's Office as to future negotiations, the current County Human Resources and Sheriff's Office management have confirmed that they do not intend to insist on such conversion under any presently foreseen circumstances.

LETTER OF UNDERSTANDING #3

Subject: Past practice regulating payment of overtime in work weeks which include use of sick time

The parties agree as follows:

For more than fifteen (15) years, the parties have had a mutual agreement or understanding that regulates the payment of overtime to a member of the bargaining unit in each work week in which a member of the bargaining unit substitutes sick leave for duty during part but not all of the week.

Under the practice of the parties, any overtime worked before a sick day is paid as straight time (including the amount of hours taken off for sick time). Not to exceed the amount of sick time that has been taken.

Under the practice of the parties, any overtime hours worked after a sick day are paid at one and one-half (1-1/2) times rate (sick hours count as straight time for the weeks total).

The practice is illustrated by the following graph.

8 Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
1.	8	SICK	10	8	8	OFF	OFF	= 40 hours straight; 2 overtime
2.	8	10	SICK	8	8	OFF	OFF	= 42 at straight time
3.	OFF	OFF	8	10	SICK	10	8	= 42 at straight; 2 overtime
4.	10	SICK	OFF	OFF	10	SICK	8	= 44 at straight time

12 Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Week 1	12	12	OFF	12	12	14	SICK	
Week 2	OFF	OFF	12	14	5	OFF	OFF	= 86 Hours Straight Pay, 7 Hours OT
Week 1	OFF	(OFF) 12	13	SICK	OFF	OFF	6	
Week 2	12	12	OFF	OFF	14	14	12	= 96 Hours Straight Pay, 11 Hours OT
Week 1	OFF	(OFF) 12	12	12	OFF	OFF	OFF	
Week 2	12	SICK	OFF	OFF	12	12	12	= 96 Hour Straight Pay

The parties agree that this illustration is fair and accurate. The parties agree to continue this practice and to be bound by it. Time taken for an approved absence due to a work related injury shall not be subject to the provisions of this Letter of Understanding. An approved leave of absence due to a work related injury requires certification from a County designated physician supported by the employee injury report and approval documentation from County Risk Management.

Amendment to Letter of Understanding #3.

Letter of Understanding #3 (Overtime with use of Sick Leave) will be suspended as of January 1, 2019. The Office of the Sheriff will monitor the use of sick leave and overtime within the same pay period for patterns of abuse.

If the Office of the Sheriff notifies the FOPLC/Association that it believes that there is a pattern of abuse, the Office of the Sheriff will call a conference with the FOPLC/Association to discuss possible resolutions. The Office of the Sheriff will allow the FOPLC/Association thirty (30) days to develop a recommendation for a corrective action plan, and will notify the FOPLC/Association as to whether the proposed plan is acceptable to the Office of the Sheriff. If the FOPLC/Association's recommendation is not acceptable to the Office of the Sheriff, the Office of the Sheriff reserves the right to reinstate Letter of Understanding #3 or to implement an appropriate corrective action plan. at the next annual shift change under the provision provided above; however, if Letter of Understanding #3 is not reinstated by the term of this contract, it will be considered permanently expired. Crediting of paid time off under Section 11.4 towards overtime will be subject to the same process as above.

Letter of Understanding

Subject: 2023 Annual Across the Board Percentage Wage Increase

THE COUNTY OF KENT and THE SHERIFF OF KENT COUNTY, hereinafter referred to as "Employer", and the FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as the "Union", agree as follows:

1. The wage rate for 2023 will be increased an additional 1.5%, for a total wage rate increase of 4% over 2022 wage rates (Section 13.1).
2. This Letter of Understanding shall not constitute a precedent and will not be admissible or referred to in any dispute, grievance or arbitration proceeding except one to enforce this Letter of Understanding.

UNION

By:



Its: FOPLC

Date: 11/07/2022

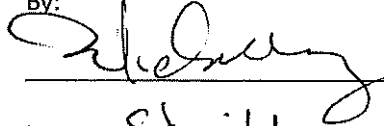
By:

Its:

Date:

EMPLOYER

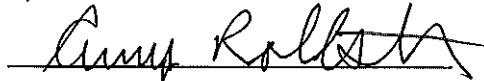
By:



Its: Sheriff

Date: 11/8/2022

By:



Its: HR Director

Date: 11/8/2022

Letter of Understanding

Subject: Juneteenth

THE COUNTY OF KENT and THE SHERIFF OF KENT COUNTY, hereinafter referred to as "Employer", and the FRATERNAL ORDER OF POLICE LABOR COUNCIL representing the Kent County Law Enforcement Association, hereinafter referred to as the "Union", agree as follows:

1. Juneteenth is added as a Recognized Holiday in the Collective Bargaining Agreement starting in 2023 (Section 11.1).
2. All provisions in the Agreement governing Recognized Holidays shall apply to Juneteenth.
3. This Letter of Understanding shall not constitute a precedent and will not be admissible or referred to in any dispute, grievance or arbitration proceeding except one to enforce this Letter of Understanding.

UNION

By:



Its: FOPLC

Date: 11/07/2022

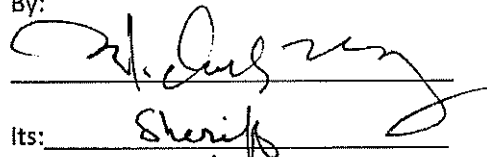
By:

Its:

Date:

EMPLOYER

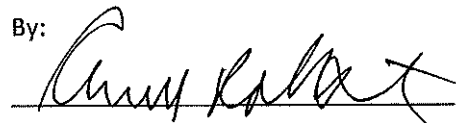
By:



Its: Sheriff

Date: 11/8/2022

By:



Its: HR Director

Date: 11/8/2022

Letter of Understanding

This Letter of Understanding is between the Fraternal Order of Police Labor Council ("Union") and the County of Kent and Sheriff ("County" or "Employer").

The parties agree as follows:


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

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

Employer
By: 


Its: Sheriff

Date: 6/8/2022

By: 

Its: HR Director

Date: 11/8/2022

Union
By: 

Its: FOPLC

Date: 11/07/2022

By: _____

Its: _____

Date: _____