

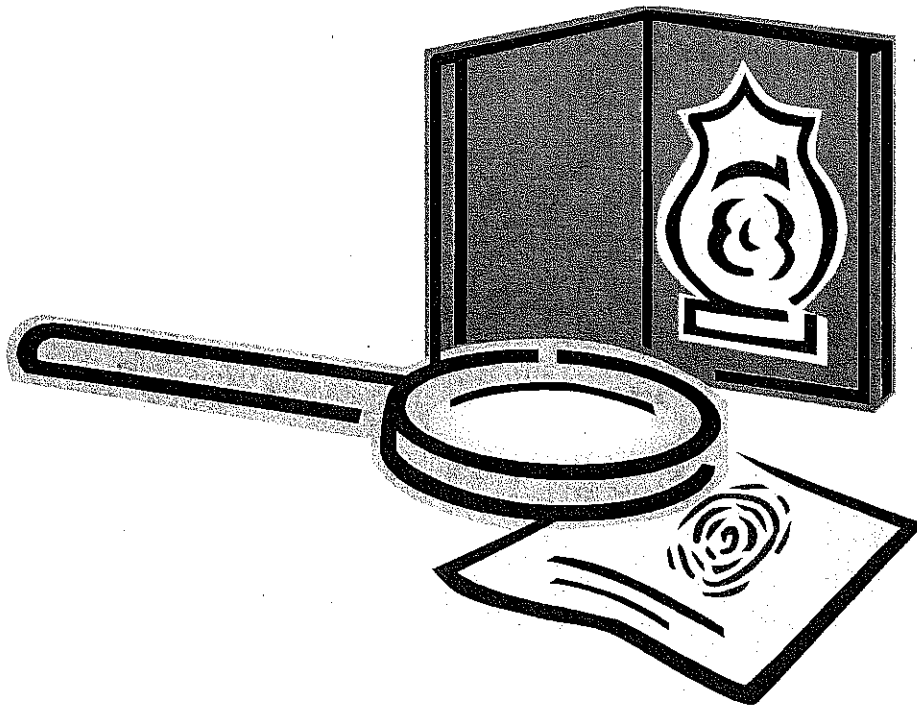
AGREEMENT

COUNTY OF KALAMAZOO and the
SHERIFF OF THE COUNTY OF KALAMAZOO

- and -

KALAMAZOO COUNTY SHERIFF'S
SUPERVISORS' ASSOCIATION

Effective January 1, 2009 through December 31, 2012



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AGREEMENT

THIS AGREEMENT entered into as of the fifteen day of February 2011, by and between the COUNTY OF KALAMAZOO and the SHERIFF OF THE COUNTY OF KALAMAZOO, hereinafter referred to as "the Employers," and the KALAMAZOO COUNTY SHERIFFS OFFICE SUPERVISORS ASSOCIATION, hereinafter referred to as "the Union."

WITNESSETH:

Pursuant to and in accordance with the applicable provisions of Act 379 of the public Acts of 1965, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees occupying, or who may during the life of this Agreement, occupy the job classifications set forth in Appendix A attached hereto and have agreed as follows:

ARTICLE I GENERAL

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act #379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the Bargaining Unit described below:

All full time supervisory employees of the County of Kalamazoo working in the Sheriff's Office in the classifications of Sheriff's Administrator, Lieutenant, Captain and Captain (Chief Deputy), but excluding the Sheriff, and Undersheriff.

The Employer also agrees that during the period of this Agreement it will not recognize any labor organization other than the Association as the collective bargaining agent for employees in the collective bargaining unit set forth above.

Section 1.1. All new employees and employees promoted to the unit hired after the effective date of this Agreement shall be probationary employees for the first twelve (12) months immediately following their employment. The purpose of the probationary period is to provide an opportunity for the Sheriff to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During this probationary period, the employee may be laid off or terminated in the sole discretion of the Sheriff without regard to his relative length of service and, in the case of promoted employees, may be returned to the F.O.P. unit.

(a) If an employee is hired with prior directly related work experience, the Sheriff may grant credit for such experience towards the completion of this probationary period in an amount not to exceed six (6) months of the above required probationary period. The probationary period may be extended by the Sheriff upon showing of just cause. The Union shall receive notification of such extension prior to its implementation and such action is subject to the grievance procedure.

Section 1.2. Association Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, pay to the Association a service fee. This obligation to pay a service fee to the Association shall commence upon completion of

an employee's first thirty (30) days of employment. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Association members, less those amounts that cannot lawfully be required to be paid by non-members of the Association. The Association shall advise the Employer in writing of the amount of its monthly dues, the monthly service fee and any changes thereto. An employee's obligation to pay a service fee to the Association may be satisfied by direct payment to the Association by the employee of the service fee, or by payment of the service fee in accordance with the check-off provisions of this section. In addition, any employee who is a member of the Association shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Association.

Section 1.3. Check-off.

(a) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Association membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Association membership dues owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Association Financial Secretary at an address authorized for this purpose within fifteen (15) calendar days.

(c) In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association constitution and bylaws, refunds to the employee will be made by the Union.

(d) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

(e) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Association membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 1.4. Failure to pay Association Service Fees. In the event that a member of the bargaining unit who is not a member of the Association fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the

event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Association or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.

Section 1.5. Indemnification. The Association agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Association dues or in reliance on any list, notice, certification, or authorization furnished under this Section. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

Section 1.6. Pay day shall be on a bi-weekly basis.

ARTICLE II **SALARIES & OVERTIME**

Section 2.0. The salaries set forth in Appendix A of this Agreement compensate bargaining unit members for the performance of their normal duties and responsibilities. Therefore, no unit member shall be eligible for the payment of overtime compensation for the performance of such normal duties and responsibilities.

Section 2.1. The parties to this Agreement recognize that, on occasion, a unit member will be required to perform duties and/or responsibilities not normally expected. The Sheriff will have the discretion to determine whether an assignment is calling for the performance of other than a unit member's normal duties and responsibilities. If the Sheriff so determines, the unit member shall be entitled to receive compensation at the rate of 1½ times his/her normal hourly rate.

Section 2.2. New Classifications. If the Employer establishes a new classification covered by this Agreement, the Association shall be provided with the title of the new classification, a brief description of the job to be performed and the proposed wage rate at least fourteen (14) calendar days prior to the implementation of the classification. The Association may request bargaining over the rate of pay for the new classification by providing the Employer with a written request containing the wage rate it proposes for the new classification within fourteen (14) calendar days after notification of the proposed wage rate. In the event that the Association does not request bargaining within the fourteen (14) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification. Disputes over the appropriate wage rate for the new classification are not subject to the grievance and arbitration provisions of this Agreement, but are subject to the collective bargaining dispute resolution procedures available under PERA and under Act 312 if the new classification is Act 312 eligible.

ARTICLE III
VACATIONS

Section 3.0. Regular Vacation Allowance. Full time employees shall be granted four (4.00) hours of vacation leave each two week pay period, provided that they worked a total of at least eighty (80) hours during that two week pay period. Full time employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to eighty (80). For purposes of this section, hours actually worked shall include hours on paid leaves of absence, hours of paid vacation and all hours actually worked.

Section 3.1. Additional Vacation Allowance. Full time employees shall be granted additional vacation leave based upon their length of continuous service with the Employer in accordance with the following:

Years of Continuous Service	Vacation Time
At least five (5) but less than ten (10) years	24 hours
At least ten (10) but less than fifteen (15) years	40 hours
At least fifteen (15) but less than twenty (20) years	56 hours
At least twenty (20) years	72 hours

Additional vacation leave accrues and is credited to eligible employees on their anniversary date each year, based upon the employee's years of continuous service as of that date. In order to be eligible for full additional vacation leave, a full time employee must have worked a total of at least two thousand eighty (2080) hours during the preceding fifty-two weeks. Full time employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to two thousand eighty (2080). For purposes of this section, hours worked shall include hours on paid leaves of absence, hours of paid vacation and all hours actually worked. Employees may carry over up to three hundred sixty (360) hours of their combined regular and additional vacation from one anniversary year to the next, and vacation in excess of this carry over is forfeited.

Section 3.2. Vacation Pay. Vacation pay shall be at the employee's straight time rate in effect at the time the employee takes vacation leave.

Section 3.3. Vacation Scheduling. The Sheriff shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Sheriff. Vacation leave shall be granted giving preference to seniority employees.

Section 3.4. Benefits on Termination. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:

- (a) If an employee resigns from employment or retires and a minimum of twenty-eight (28) days advanced notice is given to the Employer.
- (b) If an employee is laid off and requests payment of vacation pay, provided however that such vacation pay shall be designated to the period of the layoff.
- (c) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

Payment of accrued but unused vacation leave shall be at the employee's straight time rate in effect at the time the employee takes vacation leave but shall not include any shift differential. Any payment received under this provision shall not exceed two hundred forty (240) hours.

ARTICLE IV INSURANCE

Section 4.0. Medical Care Plan. The Employers agree to maintain the level of group health, medical, prescription drug, hearing, vision and dental insurance coverage for full time employees and their dependants that existed 1/1/09. Effective 1/1/10 or soon thereafter as enrollment can be completed the Employer shall provide and maintain the level of group health and medical insurance benefits provided in the County's Kal Flex Enhanced plan that existed 1/1/09 with the addition of a 10-40 prescription coverage plan for permanent and full time employees and their dependants. In addition, the Employer's shall maintain the level of dental and vision insurance coverage that existed 1/1/09 for employees and their dependants. The provisions of these plans are set forth in Appendix E and Appendix F attached hereto. In addition, bargaining unit employees shall be allowed to participate, at no cost to them, in the County's Wellness Program and Flexible Spending Account Plan.

Section 4.1. Employee Health Care Plan Contribution. Employees share in the cost of their health care coverage by paying a health care cost contribution each two-week pay period. The full time employee health care cost contribution payment is the following percentage of the County's actuarially estimated annual health care cost determined by category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents):

2011: 10.00%

2012: 12.00%

In the fall of each year, the County receives an actuarial report that contains a calculation of the estimated cost to provide health care coverage in the upcoming calendar year for active employees and retirees not eligible for Medicare and their eligible dependents. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1st of the upcoming calendar year. Employees pay 1/26th of their portion of the annual health care cost each pay period. In addition, employees electing sponsored dependent and/or family continuation coverage are responsible for payment of all of the costs for this additional coverage.

Section 4.2. Employees Not Needing Health Care Plan Coverage. Employees may elect to waive coverage under the County's group health care plan by giving the County written notice of their desire to waive health care plan coverage at least thirty (30) days prior to the first day of the month the employee desires to waive coverage by signing the appropriate waiver form. This election shall be effective for the remainder of that health care plan year. Employees who have health care coverage through a plan under another employer and elect to drop out of the County's health care plan shall be eligible to receive \$3,000 per year in lieu of health care plan coverage. This payment is not available to an employee whose spouse has coverage in the County health care plan. These amounts will be paid in twenty-six (26) equal payments. Employees electing to opt out of the health insurance plan must certify that they have other health care coverage. Employees who have waived coverage under the County's health care plan may re-enter at open enrollment or if they experience a qualified change in status, including a change in family status under IRS Regulations.

Section 4.3. Health Care Plan Coverage while employee is on Involuntary Active Duty. A full time employee who is called for involuntary active duty by any of the established Armed Forces Reserve Units or by the Michigan National Guard will have health care coverage through that particular service. The County will continue the health care plan coverage for the activated employee's family that was in effect immediately prior to activation for the duration of the active duty period.

Section 4.4. Obligation to Continue Health Insurance Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, commences an unpaid leave of absence, or is laid off, or, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the end of the month in which the discharge, quit, unpaid leave of absence or layoff commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, eligible employees who are on a non-duty disability leave and receive LTD benefits shall continue to receive Employer-paid insurance benefits for the employee, spouse and dependents for a period of twenty-four (24) months from commencement of receipt of LTD benefits on the same terms that would exist if they were on active duty and not on the unpaid disability leave.

Section 4.5. Employees shall also receive the current F.O.P. Blue Cross - Blue Shield Dental Plan and the current Blue Cross - Blue Shield Optical Plan with the FLVS-A rider.

Section 4.6. Term Life Insurance. Full time employees shall be eligible for group term life insurance policy coverage in the amount equal to the employee's annual base salary. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carriers or carriers. The Employer agrees to pay the required monthly premium for eligible employees.

Section 4.7. The Employers shall continue their present practice regarding health insurance coordination for all retiring employees as set forth in Appendix B.

Section 4.8. Long Term Disability Insurance. Each regular full-time bargaining unit employee shall be eligible for the County's long-term disability insurance program. The long-term disability insurance plan shall be fully coordinated with the employee's individual sick leave accumulation and the sick leave bank as set forth in this Agreement. Such plan covers a disability after the employee has been disabled for six (6) months and has totally utilized his/her personal sick leave accumulation and his/her sick leave entitlement from the sick leave bank. All benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider. An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this contract, except for health care coverage as specified in Section 4.4. The employee's seniority will continue to accrue while on long-term disability. The long-term disability insurance shall not be applicable to any injury or disability which is job-related and covered by the Workers' Compensation Laws.

Section 4.9. The Employers will permit employees to set up a dependent care reimbursement account, under which they may choose to pay for qualified dependent care expenses with pre-tax dollars deducted from their paychecks. The maximum annual amount that may be placed into such an account by an employee is Five Thousand Dollars (\$5,000.00).

Section 4.10. The Employers will permit employees to set up a medical reimbursement account, under which they may choose to pay for qualified medical care expenses with pre-tax dollars deducted from their paychecks. The maximum annual amount that may be placed into such an account by an employee is Two Thousand Dollars (\$2,000.00).

ARTICLE V **SICK LEAVE**

Section 5.0. Paid Sick Leave. Full time employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) **Paid Sick Leave Accrual.** Effective May 9, 1997 each regular full-time employee of the Sheriff shall accrue four (4) hours with pay as sick leave for each completed biweekly pay period. Sick leave with pay may be utilized by regular full-time employees throughout their period of employment with the Sheriff. Sick leave may be accrued throughout the employee's entire period of classified service.

(b) **Paid Sick Leave Utilization.** Employees may utilize paid sick leave when it is established that an employee is incapacitated due to illness, injury or other disability; when the health of others would be endangered by the employee's attendance at work due to exposure to a contagious disease; for the purpose of dentist or doctor appointments; and in the event of a major illness or accident emergency that requires the employee's presence to care for a spouse or a child residing in the home with the employee. Disability associated with pregnancy, miscarriage, abortion or child birth shall be treated as any other disability. In instances where the paid sick leave is taken because of a serious health condition that makes the employee unable to perform the functions of their job, the leave will be considered to be a family and medical leave. Sick leave shall be paid at the employee's regular hourly rate of pay when the sick leave is taken. An employee shall not be charged sick leave time for dentist or doctor appointments when such appointments cannot be scheduled other than during the employee's normal work hours when the employee's absence from work is two (2) hours or less.

(c) **Paid Sick Leave utilization for work related injuries.** Employees may utilize paid sick leave for absences from work due to work related injuries. If an employee is off for less than the time necessary to receive workers compensation benefits, paid sick leave will be the only payment available. If that time later becomes compensable under workers compensation, the paid sick leave utilized that is not necessary to supplement payments to 100% of their regular straight time rate of pay for up to 40 hours per week will be restored if the employee repays the County the amount received from workers compensation for that same period.

(d) **Paid Sick Leave Verification.** An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work. The Employer may require a certificate signed by a Physician, Physician Assistant or Nurse Practitioner showing that the time off was due to actual disability provided that such a request is reasonable under existing circumstances or if

the Employer has reasonable grounds to believe that an employee has been abusing sick leave. Falsification of the certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

(e) **Payoff of Unused Paid Sick Leave.** Employees who participate in the Deputies Association defined compensation plan and leave the employment of the Employer at an age of fifty-five (55) or older with at least twenty-five (25) years of service shall be paid for all accrued but unused sick leave hours at fifty (50%) of their current regular straight time rate of pay. Employees who voluntarily resign their employment without disciplinary action pending shall be paid for up to one thousand six hundred (1600) hours of accrued but unused sick leave at twenty-five (25%) of their current regular straight time rate of pay.

(f) **Non-use of Paid Sick Leave.** Any employee who does not utilize any sick leave time during a calendar year shall be entitled to an additional personal business leave day during the subsequent calendar year.

Section 5.1. Sick Bank Advisory Committee. The parties agree to the establishment of an advisory committee relative to utilization of time accumulated in the Sick Leave Bank. Such committee shall be made up of two (2) representatives selected by the Union and three (3) representatives selected by the Sheriff's Deputies' Association. Utilization of the Sick Leave Bank is controlled by the rules outlined in Appendix D.

Section 5.2. It is further understood and agreed that a "sick bank" shall be established to provide available sick leave to employees receiving benefits under this Article which shall permit each member of the bargaining unit on a voluntary basis to "bank" two (2) days per solicitation, per vote of the membership, for purposes of providing a bank from which an injured officer may draw compensation in the event he has already utilized his own available sick time. The availability of the sick bank shall not pertain only to on-the-job injuries, but to any of the reasons for which sick leave may be granted according to the other terms of this Agreement.

ARTICLE VI HOLIDAYS

Section 6.0. An employee shall be entitled to holiday leave with pay on the following recognized holidays:

1.	New Year's Day	January 1
2.	Washington's Birthday	February 22
3.	Good Friday	½ Day
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 st Monday in September
7.	General Election Day	Presidential/Gubernatorial
8.	Veteran's Day	
9.	Thanksgiving Day	4 th Thursday in November
10.	Day after Thanksgiving	Day after Thanksgiving
11.	Christmas Eve	December 24
12.	Christmas Day	December 25

Section 6.1. When any holiday enumerated above falls on a Sunday, the next following Monday shall be observed as the holiday. When any holiday enumerated above falls on a Saturday, the preceding Friday shall be observed as a holiday.

ARTICLE VII
ON-THE-JOB INJURY/WORKER'S COMPENSATION

Section 7.0. Worker's Compensation Leave. Upon written application (the incident report), a worker's compensation leave of absence for a period of not more than thirty-six (36) months (including time spent on an FMLA leave) will be granted to an employee who is unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. The Employer, for a period of up to fifty-two (52) week, will supplement the workers compensation payments of eligible employees who are entitled to worker's compensation benefits because of a job related injury in an amount necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. During the remainder of a worker's compensation leave of absence, the employee shall receive worker's compensation payments and may utilize accrued paid sick leave, paid personal leave, and vacation to the extent necessary to maintain the employee's net take home pay at 80% based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser.

Section 7.1. Vacation Accrual while on Worker's Compensation. Time during a worker's compensation leave of absence shall be considered hours worked for purposes of accrual of Regular Vacation Allowance and Additional Vacation Allowance during the first twenty-six (26) weeks of an employee's workers compensation leave. An employee will be considered to have worked forty (40) hours during any week the employee was off work on a worker's compensation leave during these twenty-six (26) qualifying weeks.

Section 7.2. Longevity Pay Accrual while on Worker's Compensation. Time during a workers compensation leave of absence shall be considered hours worked for purposes of accrual of longevity pay leave during the first fifty-two (52) weeks of an employee's workers compensation leave. Employees on workers compensation leave will not be eligible for longevity pay after completion of the first fifty-two weeks after the commencement of their workers compensation leave.

Section 7.3. Holidays while on Worker's Compensation Leave. Employees who are on workers compensation leave shall receive eight (8) hours of pay at their regular straight time rate for each holiday that occurs during the first fifty-two (52) weeks after the commencement of their workers compensation leave and will not be eligible to receive floating holidays in lieu of holiday pay. Employees on workers compensation leave will not be eligible for holiday pay or floating holidays in lieu of holiday pay after completion of the first fifty-two (52) weeks after the commencement of their workers compensation leave.

Section 7.4. Sick Leave Accrual while on Worker's Compensation. Time during a worker's compensation leave of absence shall be considered hours worked for purposes of accrual of paid sick leave during the first twenty-six (26) weeks of an employee's workers compensation leave. An

employee will be considered to have worked forty (40) hours during any week the employee was off work on a worker's compensation leave during these twenty-six (26) qualifying weeks.

Section 7.5. Health Care Coverage while on Worker's Compensation. Employees on a worker's compensation leave will be eligible for Employer-paid insurance for a period of up to thirty-six consecutive months on the same terms that would exist if they were on active duty and not on the workers compensation leave.

Section 7.6. Bonus for Course Credit while on Worker's Compensation. Employees who are on workers compensation leave on the last pay period of the year shall be eligible for payments of the Bonus for Course Credit on that payment date, but shall not be eligible for a Bonus for Course Credits in any subsequent year unless they have returned to active duty from the workers compensation leave.

ARTICLE VIII LONGEVITY PAY

Section 8.0. Longevity Pay. Full-time employees shall be eligible to receive longevity pay based upon their length of continuous service with the Employer in accordance with the following:

2010 Plan:

<u>Years of Continuous Service</u>	<u>Longevity Pay</u>
At least five (5) but less than ten (10) years	\$ 800
At least ten (10) but less than fifteen (15) years	\$1600
At least fifteen (15) years	\$ 2400

Pre-2010 Plan:

- (a) After five (5) years of full time continuous service 1.75% of regular base salary as modified during the year by COLA adjustments.
- (b) After ten (10) years of full time continuous service 2.50% of regular base salary as modified during the year by COLA adjustments.
- (c) After fifteen (15) years of full time continuous service, 4.50% of regular base salary as modified during the year by COLA adjustments.
- (d) After twenty (20) years of full time continuous service, 6.50% of regular base salary as modified during the year by COLA adjustments.
- (e) After twenty five (25) years of full time continuous service, 8.50% of regular base salary as modified during the year by COLA adjustments.

Longevity pay accrues and is credited to eligible employees on October 1 of each year, based upon the employee's years of continuous service as of that date.

Employees hired prior to 11-20-2009 shall receive the greater of the following:

- (1) Payment under the 2010 Plan; or

- (2) Payment under the Pre-2010 Plan at the step they were on in November 2009; provided, however, that employees not at the top step of the Pre-2010 Plan on November 1, 2009 will be permitted to advance one (1) additional step from the step they were on in November 2009 at which time further advancement to a higher step under the Pre-2010 Plan shall be frozen.

Employees hired after 11-30-2009 will receive benefits under the 2010 Plan.

Section 8.1. For the purpose of the above plan, regular wages will be defined as the employee's base salary as it exists as of October 1, excluding any and all premium compensation. It is further agreed relative to such longevity plan that any and all future increases attributable to such plan as a result of subsequent increases in wage rates will be charged to future contracts as new costs.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.0. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 9.1. A Command Officer who has a complaint and/or his Association representative must submit his complaint orally to the Sheriff within five (5) regularly scheduled work days (Sundays and holidays excluded) after the occurrence of the event on which the complaint is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event, whichever is later. The Sheriff shall give the employee and his Association representative an answer within twenty-four (24) hours after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this matter, it shall become a grievance and the following procedure shall apply:

Section 9.2. FIRST STEP To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance, and must be presented to the Sheriff within twelve (12) regularly scheduled working days after the occurrence of the event upon which it is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event, whichever is later. The Sheriff shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is mutually satisfactory, the Employers shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employers.

SECOND STEP. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration under the American Arbitration Association Voluntary Labor Arbitration Rules, then pertaining, providing such submission is made to either FMCSA or MERC within thirty (30) calendar days after receipt by the Union or aggrieved employee of the Sheriff's Second Step answer or the due date for such answer if no answer is given. It is specifically understood by the parties that only grievances involving discharge, suspension, and the payment or calculation of wages and fringe benefits are eligible to be submitted to arbitration. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Union or aggrieved employee. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing

contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The party filing for arbitration shall pay the fees and expenses necessary to request arbitration. The fees and expenses of the arbitrator shall be shared equally by the County and the Association.

Section 9.3. Grievances on behalf of the Union shall be filed by the Union's Grievance Committee and shall be processed starting with the Second Step of the grievance procedure.

Section 9.4. If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union. If a grievance is not answered by the Sheriff's Office within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step excluding the arbitration level.

Section 9.5. Whenever the words are used in Article IX, "regularly scheduled working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 9.6. Supervisors shall be part of the decision making process but will not be required to make recommendations concerning suspension and discharge of members of this supervisory unit, however they may be asked to make a recommendation. The final decision with regard to suspension or discharge shall not be made by said supervisors.

ARTICLE X

DEPARTMENT INVESTIGATIONS

Section 10.0. In the event a complaint is filed or registered against any employee covered by this Agreement that potentially involves a violation only of County policy, the following investigatory procedure shall apply:

- (a) The questioning of a member of the department shall be during his regular tour of duty whenever practicable, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the department headquarters.
- (b) The member of the department being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, he shall be so informed before the questioning commences. If the investigation implicates a member of the department who has been questioned as a witness, he shall be informed of the change in the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the department that he is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.

- (c) If at any time during such investigatory procedure the Sheriff decides to suspend an officer, such suspension shall be with pay at the officer's regular salary until the Sheriff makes a final determination as to the disposition of the matter.
- (d) No record of any departmental investigation made as a result of a complaint will be placed in the employee's personnel record unless the complaint is brought to his/her attention within ten (10) days of the complaint. This ten (10) day limitation does not apply to investigations that also involve potential criminal action.
- (e) No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record where the complaint was determined to be untrue.
- (f) If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he/she so requests, he/she shall have the right to consult with and have legal counsel available and the criminal investigation and interrogation shall be conducted in the same manner and procedure with the same Constitutional and Statutory safeguards that all citizens under criminal investigation and interrogation are entitled to exercise.

ARTICLE XI

DISCHARGE AND DISCIPLINE

Section 11.0. In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the Sheriff as provided in Step One of Article IX within six (6) regularly scheduled working days after such discharge or after the start of such suspension.

- (a) The Employers agree to promptly notify in writing the employee's grievance committeeman (or, in his absence, the chairman of the Union's grievance committee) of such suspension or discharge.
- (b) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with his grievance committeeman (or, if he is not readily available, with the chairman of the grievance committee) before being required to leave the property of the Employers.
- (c) It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employers to reveal to the participants in the grievance procedure any and all information available to the Employers concerning the alleged offense, and such filing shall further constitute a release of the Employers from any and all claimed liability by reason of such disclosure.

ARTICLE XII

MANAGEMENT RIGHTS

Section 12.0. Management Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Sheriff's Office in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management

included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change, or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine, or establish new departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to eliminate, establish or combine classifications; to hire personnel; to determine the number of supervisors; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different methods, processes or machines; to use improved methods and equipment and outside assistance (subcontracting) either in or out of Sheriff Office facilities; to establish job descriptions and work standards; to make judgments as to the skill, ability and performance of employees; and in all respects to carry out the ordinary and customary functions of administration of a Sheriff's Office. All such rights may be exercised by the Employer without prior bargaining or notice to the Union. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules and other improper employee actions or inactions; to establish and change work schedules; and to provide and assign relief personnel; provided, however, that these management rights shall not be exercised in violation of any specific provision of this Agreement.

Section 12.1 Rules and Regulations. The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement, a grievance may be filed at the Second Step within five (5) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

ARTICLE XIII **CLOTHING ALLOWANCE**

Section 13.0. The clothing allowance for Command Staff shall be Eight Hundred Fifty Dollars (\$850) per year. The Employers shall assume the full responsibility for all cleaning, laundry and maintenance for uniforms required of uniformed personnel. Upon the advancement of an individual to the bargaining unit, the County shall prorate the clothing allowance or the cleaning allowance for the year at that time.

ARTICLE XIV **LEAVES OF ABSENCE**

Section 14.0. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. An employee must submit a request for a leave of absence and falsification of leave request may be grounds for termination.

Section 14.1. Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period that will not normally exceed thirty (30) calendar days. A request for personal leave shall be in writing and must specify the reason for the leave. A request for a personal leave of absence shall not be considered approved unless the approval is in writing signed by the Sheriff or designated representative. An extension of personal

leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period.

Section 14.2. Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job
- (e) Because of any qualifying exigency arising out of the fact that a spouse, son, or daughter of the employee is on active duty (or has been notified of an impending call to active duty) in the Armed Services in support of a contingency operation.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

For purposes of leaves under subparagraphs (c) and (d) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) **inpatient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) **continuing treatment** by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Servicemember Family Leave. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who suffered a serious injury or illness in the line of duty on active duty in the Armed Forces shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for that servicemember. This servicemember family leave shall only be available during a single 12 month period, and during that 12 month period the an eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Servicemember Family Leave.

The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act. Disputes regarding reemployment rights are not subject to the grievance and arbitration provisions of this Agreement.

Section 14.3. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability

leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits. Employees may also be eligible to receive long term disability insurance payments during this disability leave, but will not be entitled to accrue benefits during the period that they are receiving LTD benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months (including time spent on an FMLA leave). An employee whose leave ends prior to their being able to return will be considered to be on layoff with rights to return in accordance with the recall provisions of this Agreement. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

Section 14.4. Paid Personal Leave. Employees will be credited with four (4) paid personal leave days on January 1 of each year. Employees hired at any time from January 1 through March 31st of a given year shall also be credited with four (4) paid personal leave days as of the date of their hire. Employees hired at any time from April 1 through June 30 of a given year shall be credited with three (3) paid personal leave days as of the date of their hire. Employees hired at any time from July 1 through September 30 of a given year shall be credited with two (2) paid personal leave days as of the date of their hire. Employees hired at any time from October 1 through December 31 of a given year shall be credited with one (1) paid personal leave day as of the date of their hire. Paid personal leave must be scheduled in advance at a time mutually agreeable to the Employer and the employee. Payment for a personal leave day shall include any shift differential that the employee was earning at the time the paid personal leave was taken. Paid personal leave must be used during the calendar year in which it is granted and personal leave unused at the end of the calendar year will be forfeited. Employees who are on workers compensation leave as of January 1 will not be credited with paid personal leave, but upon their return to work will receive pro-rated paid personal leave as if they were a newly hired employee.

Section 14.5. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court excluding mileage. In order to be eligible to receive jury duty pay from the Employer, an employee must:

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

If an employee, whose work shift starts between 12:00 noon and 6:00 p.m., is required to be at jury duty more than four (4) hours on any given day, they shall be excused from working their regular shift,

however, the employee shall complete their work day on the day shift. If the employee attends jury duty less than four (4) hours, they must work their regular shift. Employees whose work shift starts between 6:00 p.m. and 12:00 midnight shall be transferred to the day shift to attend to jury duty. Employees working the day shift shall continue to be allowed to attend to jury duty with pay.

Section 14.6. Funeral Leave. When death occurs in a full-time employee's immediate family, the employee, on request, will be excused for up to three (3) consecutive working days with pay, provided they attend the funeral. The first of these funeral leave days will be paid by the County, but the remaining two (2) days of funeral leave will be charged to accrued sick leave or other paid time if the employee has no available paid sick leave. Immediate family means an employee's current spouse, sons, daughters, mother, father, mother-in-law, father-in-law, brother or sister, grandfather, grandmother, grandparents-in-law, grandchild, stepparent, stepchildren, daughter-in-law, son-in-law, or dependents within the employee's household. The employee shall also receive two (2) additional consecutive calendar days of funeral leave if out of state travel is required, but these additional two (2) days of funeral leave will be charged to accrued sick leave or other paid time if the employee has no available paid sick leave. In the event that a memorial service is held at a time not contiguous with the time of death, one of the days may be reserved to attend the memorial service. An employee who loses work from their regularly scheduled hours shall receive their regular rate for such lost time for the funeral leave.

Section 14.7. Temporary Military Service Leave. An employee whose service with the Employer is interrupted by a period of military service anticipated to last 30 days or less or for the purpose of a fitness examination will be placed on a military service leave of absence. This leave of absence will automatically terminate at the end of 30 days. For each day, up to a maximum of ten (10) days per calendar year, that an eligible employee is on a military service leave when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the military. During the remainder of the period of this military service leave, the employee may elect to utilize accrued paid vacation or other similar paid leave during the period of the military service in order to continue their civilian pay, but paid sick leave is not available during the period of the military service leave.

Section 14.8. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification.

Section 14.9. Reemployment Following Military Service. Employees who leave the employment of the Employer to perform service in the uniformed service in any branch of the Armed Forces of the United States, the National Guard or the Public Health Service shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes after a period of military service will be treated as if they had been on a leave of absence during the period of their military service, and will be provided seniority and all rights and benefits based on seniority that the employee would have retained had the employee remained continuously employed with the Employer. Disputes regarding reemployment rights are not subject to the grievance and arbitration provisions of this Agreement.

A full time employee called for involuntary active duty by any of the established Armed Forces Reserve Units or by the Michigan National Guard shall be paid a supplement of 100% of the difference between total monthly military pay inclusive of all special pay and allowances (excluding travel reimbursement) and the gross monthly County base pay (1/12 th) of annualized salary) for up to

one (1) year of activation. The County will continue the employee's pension service credit/contributions along with any other statutory required provisions.

Section 14.10. Alternate Duty Assignments. An employee's return from a worker's compensation leave or a non-disability leave is contingent upon the employee being able to fully perform the duties of a Sheriff Office employee. The Employer may in its sole discretion assign an employee on a worker's compensation leave or a disability leave to perform an alternate duty assignment within their residual capacities. The Employer's judgment concerning whether an alternate duty assignment will be offered or terminated, the length of such an alternate duty assignment, the duties to be performed while on an alternate duty assignment and the time and place that the alternate duty assignment will be performed are not subject to challenge or review through the grievance or arbitration procedure. During the period of an alternative duty assignment an employee will be paid at their regular rate of pay and be eligible for all benefits and insurance coverage available to employees not on a workers compensation or non-duty disability leave.

Section 14.11. Fitness for Duty Examinations. The County may require an examination by a physician or psychologist chosen by the County at the County's expense in situations where the employee's physical or mental condition raises a reasonable question as to the employee's capacity for perform their job. If the physician or psychologist deems it necessary for the employee to remain off duty, the employee will be required to take a leave of absence. If the employee disagrees with the County's determination and obtains a qualified opinion (at their own cost) that disagrees with the County's initial evaluation, the County will agree to a second evaluation by a physician or psychologist chosen by the County. The County and the employee shall split the cost of the County's second evaluation. The decision of the County's second evaluation will be binding on the parties and disputes regarding fitness for duty shall not be subject to arbitration. All fitness for duty evaluations involving mental conditions will be performed in accordance with the Fitness for Duty Evaluation Guidelines adopted by the International Association of Police Chief's Police Psychological Services Section.

Section 14.12 Leave of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leave of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received from the County had they worked such period.

Section 14.13. An administrative or special leave may be granted to an employee when approved by the Sheriff for the purpose of settling an estate of a member of the immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of their work, for illness or injury when such leave extends beyond employee's sick leave days earned, and for other reasons which may be beneficial to the employee and the County. All leaves shall be specific as to their duration. A special or administrative leave of absence will normally be without pay. Leaves of absence shall be requested in writing by the employee and approved by the sheriff.

Section 14.14. Provided the employee has gotten the prior approval of the Sheriff or his/her designee, an employee will be granted sufficient time off with pay when a death occurs in the employee's immediate family. (Spouse, children, parents or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and any other persons for whom financial or physical care is the employee's principal responsibility.)

ARTICLE XV
SENIORITY

Section 15.0. Departmental seniority shall be defined as an employee's length of continuous service with the Employers since his last hiring date. Bargaining unit seniority shall be defined as an employee's length of continuous time spent in the Kalamazoo Command Officer's Association. (KCCA). Classification seniority shall be defined as an employee's length of continuous service in a classification covered by this agreement. "Last hiring date" shall mean the date on which an employee first reported for work at the direction of the Employers, since which he has not quit, retired or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, suspension, workers compensation or for any other type of leave of absence which the Employer(s) have granted.

Section 15.1. The Employers will maintain an up-to-date seniority list. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their departmental seniority, with the employee having the greatest amount of seniority listed first. If two or more employees have the same hiring date, the employees shall be listed alphabetically by the first letter of their last name; provided however that if the first letter of their last names are the same the employees will be listed on the seniority list alphabetically by the first letter of their first name.

Section 15.2. An employee's seniority shall be terminated if he quits, retires or is discharged for just cause.

Section 15.3. It has been specifically agreed by the parties that transfers and assignments will be made purely with the discretion of the Sheriff.

Section 15.4.

(a) When it is necessary to fill a new job classification within the bargaining unit, above the rank of Lieutenant, the person selected shall be from the qualified candidates established according to the following procedures. The job or vacancy shall be posted on the appropriate bulletin boards throughout the Sheriff's Office for a period of five (5) calendar days during which time the bargaining unit employees may apply for the resulting vacancy.

- (1) All such postings shall include a statement of the job title or classification, the nature of the duties, special qualifications and requirements.
- (2) A minimum requirement for an applicant(s) to become a captain is that he/she must have two (2) years of continuous service with the Kalamazoo County Sheriff's Office as a Lieutenant, Sergeant or Detective Sergeant immediately prior to the posting of the position.

(b) If the Sheriff determines that all internal bargaining unit candidates are not qualified, he/she must provide the bargaining unit, upon written request, with evidence of the applicant(s):

- (1) Lack of command experience.

- (2) Lack of supervisory control in past tenure.
- (3) Lack of education and training.
- (4) Discipline records serious enough to disqualify the individual.
- (5) If the decision of the Sheriff does not change as a result of the discussion during the grievance procedure, the Association may submit the grievance to binding arbitration for resolution. If the disqualification is grieved, it will begin at the second step.

A minimum requirement for applicant(s) to become Chief Deputy is that he/she must have three (3) years of continuous service with the Kalamazoo County Sheriff's Department as a Detective Sergeant, Sergeant, Lieutenant or Captain.

Section 15.5. Lieutenants who wish to be considered for promotion to the position of Captain and who receive a "Qualified" or higher rating from a Departmental promotional Assessment Center may elect to not participate in a future Assessment Center for another Captain's position. Notice of this election must be made in writing to the Sheriff prior to the application deadline for that position.

Rank of classification grade: Captain (Capt.), Lieutenant (Lt.), Sheriff's Administrator (S.A.)

If it is necessary to reduce the number of employees in the classification grades of Captain, Lieutenant or Sheriff's Administrator, the following procedure shall be used:

- (a) The employee with the least amount of classification seniority in the classification effected shall be removed.
- (b) In the event that more than one employee has the same classification seniority, the employee with the least amount of bargaining unit seniority shall be removed.
- (c) In the event more than one employee has the same bargaining unit seniority, the employee with the least amount of departmental seniority shall be removed.

The employee removed in a classification (i.e. a Captain) may exercise his/her bargaining unit seniority to bump and move to a lower ranking classification of Lieutenant. A Lieutenant may exercise his/her bargaining unit seniority right to bump into a classification of Sheriff's Administrator assuming the bumping person holds more bargaining unit seniority than the incumbent within that classification.

Any employee who is removed from his/her classification as a result of a layoff shall be entitled to restoration of his/her former classification at the time of said re-authorization or vacancy.

If more than one (1) employee has been affected by a layoff within a single classification, the employees shall be reinstated to their former classification according to their bargaining unit seniority.

Section 15.6. The appointment of Chief Deputy will not cause the lay off of any bargaining unit members. There shall be no appointment within sixty (60) days of a layoff.

Section 15.7. When a member of this bargaining unit is appointed to the position of Undersheriff, the employee's bargaining unit and classification seniority will be frozen as of the date of appointment. Such employee may exercise their frozen seniority to return to a position in the bargaining unit during the first six (6) months after appointment, but thereafter the employee can only return to the command unit if there is an open position.

ARTICLE XVI PENSION PLAN

Section 16.0. Employees promoted to a Command Officers position from the F.O.P. and employees newly hired into this bargaining unit shall participate in the F.O.P. Money Purchase Plan.

ARTICLE XVII MISCELLANEOUS

Section 17.0. All personnel assigned to other governmental units by contract with the Sheriff shall still be protected by, and subject to, all provisions of the bargaining agreement.

Section 17.1. An employee may request that the Employers' liability for injury resulting from enforcement action taken during his off-duty time be determined in accordance with the statutory provisions covering Workers' Compensation.

Section 17.2. It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees.

Section 17.3. No letter of reprimand or other disciplinary communication shall be placed in the personnel files of the employee without first notifying the employee of its contents. The employee shall receive a copy, and shall sign that the same was received. Any employee covered by this Agreement may review the contents of his personnel file which is located in the County Human Resources Office in the presence of a member of the administrative staff at any reasonable time, upon request.

Section 17.4. In the event that an employee is named a party in civil litigation for acts within the capacity of his employment, whether on or off duty, the Employers agree to pay the costs of the employee's attorney fees, subject to the following limitations:

- (a) That the employee shall first utilize the proceeds of all available insurance coverage, including County coverage toward payment of such fees.
- (b) That in the event that more than one employee is named a party in the same litigation, the employees shall make every effort to employ the same attorney and/or firm to avoid duplicity of costs. It is understood that this provision shall not apply where there is a conflict of interest between the respective positions of the employees.
- (c) That the employee(s) shall advise the Employers, through the Office of the Personnel Manager, of the fee arrangement in advance of hiring such attorney, but in no case shall the Employers deny reimbursement where such employee has arranged for reasonable attorney's fees.

Section 17.5. The County shall reimburse seventy-five (75%) percent of actual tuition, to a maximum of One Thousand Dollars (\$1,000) per year of charges incurred by County employees

taking approved high school or college courses, as outlined in the more detailed policies statement available from the Human Resources Director. Approved courses shall be those which provide for the systematic improvement of the knowledge or skills required in the performance of the employee's work or courses that, for other reasons, will be beneficial to the employees and to the County. All courses shall be approved by the Human Resources Director and the Sheriff prior to issuance of the refund. The employee must remain in County service for a period of twelve (12) calendar months following completion of the course or courses or forfeit such tuition payment.

Section 17.6. A fifty (\$50.00) Dollar bonus will be paid above and beyond normal wages for each twelve (12) semester credit hours accomplished in an accredited college or school in a recognized job classification or related studies, up to a maximum of \$800. This is payable once per year on the last pay period (to include retroactive credit hours.) Courses for which the employee has been reimbursed in whole or in part by the County shall not be eligible for these payments. Employees hired after January 1, 2008 are not eligible for this payment.

Section 17.7. The parties agree that all administrative officers employed by the Department as of the effective date of this agreement shall have departmental seniority as recognized by this Agreement if such individuals are transferred to a bargaining unit position.

Section 17.8. When an employee dies, his beneficiary/estate shall be paid fifty percent (50%) of the employee's unused sick leave accumulation and one hundred percent (100%) of any unused vacation time and personal leave time.

Section 17.9. Bargaining unit employees who retire shall be allowed to purchase their duty weapon from the Employers for the original cost paid by the Employer for the weapon.

Section 17.10. The Employers and the Association agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.

ARTICLE XVIII **TEMPORARY TRANSFER**

Section 18.0. The Employers shall have the right to temporarily transfer those employees within the bargaining unit irrespective of their seniority status from one job classification to another. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job seniority and the permanent classification into which he was transferred. It is further understood and agreed that in the event an employee remains in a new classification as a result of temporary transfer for a period in excess of thirty (30) days, that commencing on the 31st day the employee shall receive the pay and benefits (clothing allowance) normally received by an employee in that job classification as if it were his permanent job assignment. This is not to be abused by consecutive assignments up to twenty-nine (29) days.

Section 18.1. Transfers will not be made for the specific purpose of discriminating against an employee.

(a) When an employee feels that he or she has been transferred as a means of punishment, the employee may grieve whether or not the transfer was justified.

Section 18.2. It is recognized by all parties to this Agreement that it is sometimes necessary to create temporary positions as a result of approved leaves of absence or such things as special funding of positions. The parties have agreed that if any temporary position results in a permanent vacancy, that such position will be posted and filled.

(a) If the Sheriff decides that there is a reasonable chance that a leave of absence by an officer in a permanent job will result in a permanent vacancy, then such position shall be posted and the officer on such leave of absence shall lose his right to return to such position. If the Sheriff decides that such opening is temporary in nature, then he shall re-evaluate that decision every sixty (60) days.

(b) Upon return to duty of the officer who was on extended leave, he/she shall be returned to his/her position and a bumping procedure, as described in this Agreement concerning layoff procedures, shall take place, if required.

ARTICLE XIX
DURATION


Section 19.0. Severability Clause. If any section of the Agreement or any addendum thereto shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a replacement for the section.

Section 19.1. Duration. This Agreement shall become effective upon ratification and shall remain in full force and effect through the 31st day of December, 2012, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) calendar days prior to the 31st day of December, 2012, or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

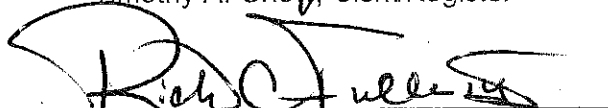
COUNTY OF KALAMAZOO


Deborah J. Buchholtz, Board - Chairperson

2/15/11
Date


Timothy A. Snow, Clerk/Register

2/15/11
Date


Richard C. Fuller III, Sheriff

2/17/11
Date

KALAMAZOO COUNTY SHERIFF'S OFFICE SUPERVISORS' ASSOCIATION


Paul R. Baker, Local Representative

2/11/11
Date

APPENDIX A

SUPERVISORS' SALARY SCHEDULE

Section 1: It has been agreed that during the term of this contract, the Sheriff's Administrator shall receive 0.5% more than the Shift Sergeant's highest rate; the Lieutenant shall receive 11.5% more than the Shift Sergeant's highest rate; the Captains shall receive 22.5% more than the Shift Sergeant's highest rate; and the Chief Deputy shall receive 23.5% more than the Shift Sergeant's highest rate. Each time the salary of the Shift Sergeant is adjusted during the period of this Agreement, an adjustment shall be made for all bargaining unit positions.

Section 2: During the period from January 1, 2009 through December 31, 2010, wages shall be as follows (3.50% in 2009 and 0.00% in 2010):

<u>Rank</u>	<u>Annual</u>	<u>B-Weekly</u>	<u>Hourly</u>	<u>1 1/2</u>
Captain (Chief Deputy)	\$92,518.40	\$3,558.40	\$44.48	\$66.72
Captain	\$91,769.60	\$3,529.80	\$44.12	\$66.18
Lieutenant	\$83,532.80	\$3,212.80	\$40.16	\$60.24
Sheriff's Administrator	\$75,296.00	\$2,896.00	\$36.20	\$54.30

APPENDIX B

RETIREE HEALTH INSURANCE

- A. A bargaining unit member who retires at age fifty-five (55) with at least twenty-five (25) years of County service or who retires at age sixty (60) with at least ten (10) years of County service, is eligible for continued hospitalization insurance coverage for the employee and his/her dependents. When the employee and his/her dependents attain the age of sixty-five (65), the County is obligated to provide an insurance supplement that will insure the retiree the same level of benefits.

A unit member who retires from County service and has reached the eligibility requirements of either of the above-mentioned standards will continue to be eligible for the above-mentioned insurance program for themselves and their dependents.

In the alternative, an employee who has twenty-five (25) years of service, regardless of age, with the County may elect to retire from County service and be eligible for the County's continued payment of the employee's and his or her dependent's health insurance costs. When the employee and his/her dependents attain the age of sixty-five (65) the County is obligated to provide an insurance supplement that will insure the retiree the same level of benefits. The retiree health insurance for members who retire with twenty-five (25) years of County service, regardless of age, shall expire on June 30, 2013 and after that date such retiree health insurance benefits shall end and be available only to those members who retire at the age of fifty-five (55) with at least twenty-five (25) years of County service, or who retire at sixty (60) years of age and have at least ten (10) years of County service. This will not affect those already retired. The parties to this Contract have agreed that in future negotiations, any attempt by the Association to continue the retiree health insurance program for members who retire with twenty-five (25) years of service, regardless of age, past June 30, 2013 must be re-costed with the relevant data available at that time. The parties further agree that future bargaining representatives and future arbitration panels convening pursuant to Act 312 would have to consider any proposal to continue such employee retirement insurance benefit program as a new cost during any time period subsequent to June 30, 2013.

- B. For those bargaining unit members retiring from the Sheriff's Office who are at least sixty (60) years of age and who have at least ten (10) years of service with the County, the County shall continue the health and medical insurance program until age sixty-five (65). At age sixty-five (65), the County shall provide an insurance supplement that will insure the retiree to the same level of benefits.
- C. For those bargaining unit members retiring as a result of disability before the age and service requirements in the above-mentioned Subparagraphs A and B, the County shall continue the retired employee's health and medical insurance program until age sixty-five (65) provided the employee continues to be both retired and disabled. If the employee is still retired and disabled at age sixty-five (65), the County shall provide an insurance supplement that will insure the retiree to the same level of benefits.

(1) Retiree Health Care Plan Coverage. Employees who, on or after January 1, 2008, retire from employment after meeting the requirements specified in paragraph A, B, or C above (and eligible dependents), shall receive a retiree health care plan prior to Medicare eligibility the same as provided at the time of retirement (including co-pays and deductibles contained in the insurance policy). The retiree health care plan after

Medicare eligibility will be supplemental insurance coverage which brings insurance coverage to the same level of benefits at the time of retirement including prescription drug coverage with the retiree required to obtain Medicare Part A and B. Spouses of retirees are required to shift to this coverage when Medicare eligible if the spouse is receiving medical and prescription drug coverage from the County plan.

(2) Pre-65 Retiree Contribution to Retiree Insurance Costs. Retirees are required to pay the same premium contribution as required of active employees with single or two-person coverage (the "Retiree Direct Contribution") as the premium contribution for active employees may be changed from time to time through the collective bargaining process, but will not be required to pay more than 150% of the amount they were paying at the time they retired. Retirees will be required to pay the entire cost for other dependent coverage. Employees hired after December 15, 2009 are limited to payment of retiree costs and pay 100% for all spouse and dependents.

(3) Post-65 Retiree Contribution to Retiree Insurance Costs. County provides supplemental coverage for retiree and spouse. Retirees are required to pay the same percentage amount of premium contribution for the supplemental coverage as required of active employees participating in the active employee health care plan with single or two-person coverage (the "Retiree Direct Contribution"), as the premium contribution for active employees may be changed from time to time through the collective bargaining process, but will not be required to pay more than 150% of the amount they were paying at the time they retired. Employees hired after December 15, 2009 will not receive paid supplemental coverage for their spouse and dependents.

(4) County Contribution to Retiree Insurance Costs. The County will make a contribution towards the percentage portion of the cost for single coverage and the coverage for spousal coverage not covered by the Retiree Direct Contribution (the "County Contribution") based upon the number of complete years of service the retiree had with the County as of their date of retirement. The minimum eligibility for any County Contribution towards retiree health insurance costs is 10 years of County employment, with the amount the County will contribute increasing by each additional complete year of county employment in accordance with the following:

10 years of service	40%
11 years of service	44%
12 years of service	48%
13 years of service	52%
14 years of service	56%
15 years of service	60%
16 years of service	64%
17 years of service	68%
18 years of service	72%
19 years of service	76%
20 years of service	80%
21 years of service	84%
22 years of service	88%
23 years of service	92%
24 years of service	96%
25 years of service	100%

The retiree is required to pay all amounts for the retiree insurance coverage not covered by the County Contribution in addition to their Retiree Direct Contribution.

- D. A unit member who retires from County service under either of the eligibility standards as set forth in the first paragraph of this Appendix will have the option of continued dental and vision insurance coverage through the group plan available to Kalamazoo County retirees. In order to continue such coverage, the retired unit member must pay to the County of Kalamazoo one hundred percent (100%) of the cost of the premiums for said dental and vision insurance programs on the same schedule of payments which applies to other County retirees.

APPENDIX C

SICK LEAVE

1. Any member of this bargaining unit, or Department employee represented by the F.O.P. Bargaining Unit, may participate in the Sick Bank Program upon their initial contribution of two (2) days to the Sick Bank.
2. Any member of the Sick Bank Program who, along with all other members of the Sick Bank Program, is requested to contribute to the program may contribute either accumulated sick time or vacation time.
3. A member who does not have the requested sick or vacation time accumulated at the time of solicitation shall not be eligible for Sick Bank time use until the requested time is contributed to the Sick Bank Program. The contribution may be made to the Sick Bank as soon as the time requested is accumulated in order to again be eligible for Sick Bank time use. Sick Bank time use shall then be available from the time the contribution is made.
4. Any member of the Sick Bank Program who, along with all other members of the Sick Bank Program, is requested to contribute sick or vacation days to the program and refuses to contribute, shall no longer be afforded the privileges of the Sick Bank Program.
5. The use of Sick Bank time shall be subject to a preliminary disqualification period as follows:
 - A. For a non on-the-job injury or illness, a member shall not be eligible to use Sick Bank time until such time as they have missed seven (7) working days. This means that they use their own accumulated sick or vacation time for the first seven sick days, or if they do not have accumulated sick or vacation time, they will be granted leave without pay.
 - B. If a member incurs an on-the-job injury, then the member shall be subject to the same ineligibility period as detailed in Paragraph "A" above, except that should the member not have sufficient sick time accrued to cover the full seven (7) days disqualification period, they shall be required to apply those sick days they have to the seven-day period and then shall be exempt from meeting whatever remains of the balance of the seven-day requirement.
6. A member of the Sick Bank Program desiring to use Sick Bank time shall submit a request in writing to the Sick Bank Program Advisory Committee. Said request shall be accompanied by a statement from the member's doctor outlining the following:
 - A. The nature of the condition afflicting the member;
 - B. The possibility of assignment to light duty;
 - C. A specific recommendation as to the member's ability to work;
 - D. The approximate duration of the time off required by the member's condition; and

- E. This information will only be used for verification of Sick Leave Bank utilization.
7. The request for the use of Sick Bank Time and the doctor's statement shall be submitted prior to the actual use of Sick Bank Time.
 8. Any illness or injury involving the use of approved Sick Bank Time which exceeds twenty (20) days shall require a second statement from the member's doctor indicating the four (4) items listed in Paragraph 6.
 9. After the use of twenty (20) continuous days of Sick Bank Time, a member shall not earn vacation time for the member's use. The vacation time accrued after the use of twenty (20) continuous days of Sick Bank Time shall be credited to the Sick Bank Program.
 10. A member who has accumulated a minimum of seventy-five (75) sick days need only contribute one (1) sick day to the Sick Bank Program during solicitations to the general membership in order to remain a member in good standing.
 11. It has been specifically agreed by the parties that the sick leave bank will only be available for illness, injury or disability for a period of six (6) months following utilization of the employee's personal sick leave accumulation. Following total utilization of personal accumulation and use of the sick leave bank for six months, as controlled by the rules of such program, the disabled employee will be eligible for participation in the long-term disability plan as set forth in the Agreement.

Appendix D

(KalFlex for Active Employees 2011)

**FOP--PPO Enhanced Plan
Benefits-at-a-Glance
Kalamazoo County**

**Group: 71410
Section: 1000, 1100, 1200
Package Code: 104**

(KalFlex for Active Employees 2011)

In-Network

Out-of-Network

Deductible, Copays/Coinsurance and Dollar Maximums

Deductible - per calendar year	\$250 single \$500 dual \$750 family	\$ 750 single \$ 1,500 dual \$ 2,250 family
Copays/Coinsurance • Fixed Dollar Copays	None	None
• Percent Coinsurance	20%	40% unless otherwise noted Note: Services without a network are covered at the in-network level.
Out-of-Pocket Maximum -- per calendar year • Percent Coinsurance <i>Excludes Deductible</i>	\$ 500 single \$1,000 dual \$1,500 family	\$1,500 single \$3,000 dual \$4,500 family
Lifetime Maximum	Unlimited	

Preventive Services

Health Maintenance Exam -- beginning age 1, one per calendar year; includes related X-rays, EKG, and lab procedures performed as part of the physical exam	Covered -- 100%	Covered -- 60% after deductible
Annual Gynecological Exam - one per calendar year	Covered -- 100%	Covered -- 60% after deductible
Pap Smear Screening -- one per calendar year; laboratory services only	Covered -- 100%	Covered -- 60% after deductible
Mammography Screening -- one per calendar year; no age restrictions	Covered -- 100%	Covered -- 60% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year	Covered -- 100%	Covered -- 60% after deductible
Screening Colonoscopy Exams • Beginning on or after the age of 50 • One every 10 years thereafter (or as physician ordered) • Not included in the preventive max	Covered -- 100%	Covered -- 60% after deductible
Well-Baby and Child Care -- limited to first 4 visits	Covered -- 100%	Covered -- 60% after deductible
Immunizations - pediatric and adult	Not Covered	Not Covered

Physician Office Services

Office Visits Includes: • Primary care and specialist physicians • Presurgical consultations • Initial visit to determine pregnancy	Covered -- 80% after deductible	Covered -- 60% after deductible
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Emergency Medical Care

Hospital Emergency Room Qualified Medical Emergency & First Aid Services	Covered -- 80% after deductible	Covered -- 80% after deductible
Non-Emergency use of the Emergency Room	Not Covered	Not Covered
Facility Based Urgent Care Centers	Covered -- 80% after deductible	Covered -- 60% after deductible
Ambulance Services -- medically necessary transport	Covered -- 80% after deductible	Covered -- 80% after deductible

In-Network

Out-of-Network

Diagnostic Services

MRI, MRA, PET and CAT Scans and Nuclear Medicine	Covered – 80% after deductible	Covered – 60% after deductible
Other Diagnostic Tests, X-rays, Laboratory & Pathology	Covered – 80% after deductible	Covered – 60% after deductible
Radiation Therapy	Covered – 80% after deductible	Covered – 60% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 80% after deductible	Covered – 60% after deductible
Delivery and Nursery Care	Covered – 80% after deductible	Covered – 60% after deductible

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 80% after deductible	Covered – 60% after deductible
Inpatient Medical Care	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible

Alternatives to Hospital Care

Skilled Nursing Facility	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 120 days per calendar year	
Hospice Care	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited	
Home Health Care	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 120 visits per calendar year	

Outpatient Surgical Services

Surgery – includes related surgical services	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary Sterilization – <i>excludes reversal sterilization</i>	Covered – 80% after deductible	Covered – 60% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Not covered except in designated facilities
Up to \$1 million maximum per transplant type		
Kidney, Cornea, Bone Marrow and Skin	Covered – 80% after deductible	Covered – 60% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health and Substance Abuse Care	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited Days	
Outpatient Mental Health and Substance Abuse Care	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited Visits	

Other Services

Cardiac Rehabilitation	Covered – 80% after deductible	Covered – 60% after deductible
Allergy Testing and Therapy	Covered – 80% after deductible	Covered – 60% after deductible
Chiropractic Care – Spinal manipulations, office visits, physical therapy and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 12 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 60 combined visits per calendar year. Services are covered when performed in the outpatient department of the hospital, or approved freestanding facility. Physical therapy is also covered in an independent therapist's office.	
Durable Medical Equipment/Medical Supplies	Covered – 80% after deductible	Covered – 60% after deductible
Prosthetic and Orthotic Appliances	Covered – 80% after deductible	Covered – 60% after deductible
Private Duty Nursing	Covered – 80% after deductible	Covered – 60% after deductible

Hearing Care Program

	Participating Provider	Nonparticipating Provider
Audiometric Exam – one every 36 months	Covered – 100%	Not covered

Prescription Drugs

Retail - 34 day supply	\$10 - Generic Drugs \$40 - Brand Drugs Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay
Mail Order - 90-day supply	\$20 - Generic Drugs \$80 - Brand Drugs
Diabetic Supplies Excludes: Alcohol swabs (may be covered through medical plan)	Includes: Needles/Syringes and Insulin - \$10 copay at retail; \$20 copay at mail order Test Strips - \$10 copay at retail; \$20 copay at mail order Lancets - \$10 copay at retail; \$20 copay at mail order Minimum and maximum amounts are applicable Note: If Needles/Syringes or test strips or lancets are purchased on the same day as Insulin, then only the insulin copay will apply; all other diabetic supply copays will be waived.

This is intended as an easy-to-read guide. It is not a contract. An official description of benefits is contained in applicable Blue Cross Blue Shield of Michigan coverage documents.

**FOP Dental Coverage
Benefits-at-a-Glance
Kalamazoo County Government**

**Group: 71410
Sections: 1000, 1100, 1200
Package Code: 104**

Class I Services

Periodic Oral Exams	Covered – 100%. twice per calendar year
Prophylaxis (Teeth Cleaning)	Covered – 100%. twice per calendar year
Bitewing X-rays	Covered – 100%. twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 100%. once every 60 months
Fluoride Treatment	Covered – 100%. twice per calendar year
Space Maintainers	Covered – 100%. once per quadrant per lifetime. up to and including age 19

Class II Services

Fillings - permanent teeth	Covered – 75%. once every 24 months
Fillings - primary teeth	Covered – 75%. once every 12 months
Inlays, Onlays and Crowns – permanent teeth	Covered – 75%. once every 60 months. payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 75%. three per calendar year
Root Canal Therapy	Covered – 75%. once every 12 months for teeth with one or more canals
Periodontal Scaling and Planing	Covered – 75%. once per quadrant every 24 months
Occlusal Adjustment	Covered – 75%. up to five times a 60-month period
Occlusal Guard/Biteguards	Covered – 75%. once every 12 months
General Anesthesia or IV Sedation	Covered – 75%. when medically necessary & performed with oral or dental surgery
Oral Surgery including extractions	Covered – 75%
Relining or Rebasing of Partials or Dentures	Covered – 75%. once every 36 months per arch
Tissue Conditioning	Covered – 75%. once every 36 months per arch
Repairs to Existing Partials or Dentures	Covered – 75%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 75%

Class III Services

Removable Dentures – Complete and Partials	Covered – 50%. once every 60 months
Fixed Bridges	Covered – 50%, once every 60 months. payable for members age 16 and older
Implants	Not Covered

Class IV Services

Habit Breaking Appliances	Covered – 50%
Minor Tooth Guidance Appliances	Covered – 50%
Full-Banding Treatment	Covered – 50%
Monthly, Active Treatment Visits	Covered – 50%

Benefit Period, Copays and Dollar Maximums

Benefit Period	Calendar Year
Deductible	None
Member Coinsurance	0% for Class I; 25% for Class II, 50% III and IV services
Dollar Maximums	
• Annual Maximum	\$1,000 per member for covered Class I, II, & III services
• Lifetime Orthodontic Maximum	\$1,000 per member

FOP VSP (12/12/12)

This is intended as an easy-to-read summary. It is **not** a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blue members. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

VSP network doctor

Non-VSP provider

Member's responsibility (copays)

	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Eye exam

Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered -- \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
	One eye exam in any period of 12 months	

Lenses and frames

Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered -- \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lens type after copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 months	
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered -- \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to predetermined amount based on lens type after copay (member responsible for any difference)
	One frame in any period of 12 months	

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered -- \$10 copay	Reimbursement up to predetermined amount based on lens type after copay (member responsible for any difference)
	One pair of contact lenses in any period of 12 months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered -- \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered -- \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 12 months	

Appendix E

(Medicare eligible retirees, regardless of retirement date)

FOP Traditional Indemnity Plan Benefits-at-a-Glance Kalamazoo County Government

(Medicare eligible retirees, regardless of retirement date)

Group: 71410
Sections: 3100, 3150, 3200
Package Code: 220

Preventive Services

Health Maintenance Exam – beginning age 1, one per calendar year; includes related X-rays, EKG, and lab procedures performed as part of the physical exam	Covered – 100%
Annual Gynecological Exam - one per calendar year	Covered – 100%
Pap Smear Screening – one per calendar year; laboratory services only	Covered – 100%
Mammography Screening – one per calendar year; no age restrictions	Covered – 100%
Prostate Specific Antigen (PSA) Screening - one per calendar year	Covered – 100%
Screening Colonoscopy Exams - one per 10 years <ul style="list-style-type: none"> • Beginning on or after the age of 50 (or as physician ordered) • One every 10 years thereafter • Not included in the preventive max 	Covered – 100%
Well-Baby and Child Care – limited to first 4 visits	Covered – 100%
immunizations - pediatric and adult	Not Covered

Physician Office Services

Office Visits <ul style="list-style-type: none"> • PCP • Specialist Services include: <ul style="list-style-type: none"> • Initial OB visit to determine pregnancy • Voluntary second opinion consultations • Outpatient and home visits • Office consultations • Urgent care visits 	Covered – 90% after deductible Covered – 90% after deductible
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Emergency Medical Care

Hospital Emergency Room Qualified Medical Emergency & First Aid Services	Covered – 100%, no deductible
Non-emergency use of the Emergency Room	Not Covered
Emergency Ambulance Services – any medically necessary transport	Covered – 90% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100%, no deductible
Diagnostic Tests and X-rays	Covered – 100%, no deductible
Radiation Therapy	Covered – 100%, no deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 90% after deductible
Delivery and Nursery Care	Covered – 100%, no deductible, includes delivery provided by a certified nurse midwife

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%, no deductible
Inpatient Consultations	Covered – 100%, no deductible
Chemotherapy	Covered – 100%, no deductible

Alternatives to Hospital Care

Skilled Nursing Care	Not Covered
Hospice Care	Covered – 100% , no deductible, limited to the annually adjusted state maximum
Home Health Care	Covered – 100% , no deductible
	Unlimited visits

Surgical Services

Surgery – includes related surgical services	Covered – 100%, no deductible
Voluntary Sterilization	Not Covered

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%, no deductible Up to \$1 million maximum per transplant type
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%, no deductible
Kidney, Cornea and Skin	Covered – 100% , no deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Covered – 100%, no deductible
Outpatient Mental Health Care	Covered – 100%, no deductible
Outpatient Substance Abuse Care	Covered – 100%, no deductible

Other Services

Cardiac Rehabilitation	Covered – 100%, no deductible
Acupuncture – performed by an MD or DO	Not Covered
TMJ Services - Limited to surgery (including arthrocentesis), X-rays and MRI's. Reversible appliance therapy, physical therapy and medications are non-covered.	Covered – 100%, no deductible
Allergy Testing and Therapy	Covered – 90% after deductible
Chiropractic Care – Limited to 20 visits within the 1 st 90 consecutive days, then 2 visits per month.	Covered – 90% after deductible, up to 20 visits 1 st 90 consecutive days, then 2 visits per month.
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%, no deductible, up to 60 combined visits. Services are covered when performed in the outpatient department of the hospital, approved freestanding facility or independent therapist's office.
Durable Medical Equipment/Medical Supplies	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible
Private Duty Nursing	Covered – 75% after deductible

Deductible, Copays/Coinsurance and Dollar Maximums

Deductible – per calendar year	\$100 per member \$200 per family
Copays/Coinsurance	None
• Fixed Dollar Copays	
• Percent Coinsurance	10% - general services and mental health care 25% - private duty nursing
Out-of-Pocket Maximum – per calendar year	No maximum
• Fixed Dollar Copays	\$0 per member \$1,000 per family
• Percent Coinsurance – including deductible	
Lifetime Maximum	\$1 million lifetime

Prescription Drugs

Retail - 3-4 day supply	\$5 for each prescription Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay
Mail Order - 90-day supply	\$2.50 for each prescription
Diabetic Supplies Excludes: Alcohol swabs (may be covered through medical plan)	Includes: Needles/Syringes and Insulin - \$5 copay at retail; \$2.50 copay at mail order Test Strips - \$5 copay at retail; \$2.50 copay at mail order Lancets - \$5 copay at retail; \$2.50 copay at mail order Minimum and maximum amounts are applicable Note: If Needles/Syringes or test strips or lancets are purchased on the same day as Insulin, then only the Insulin copay will apply; all other diabetic supply copays will be waived.

This is intended as an easy-to-read guide. It is not a contract. An official description of benefits is contained in applicable Blue Cross Blue Shield of Michigan coverage documents.

Retiree Dental

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Note: If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

Member's responsibility (copays and dollar maximums)

Copays	50% for all covered services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,000 per member for all covered services
• Lifetime maximum (for Class IV services)	Not applicable

Class I services

Oral exams	Covered – 50%, once every six months
A set (up to 4) of bitewing x-rays	Covered – 50%, once every six months
Full-mouth and panoramic x-rays	Covered – 50%, once every 36 months
Prophylaxis (teeth cleaning)	Covered – 50%, once every six months
Palliative (emergency) treatment	Covered – 50%
Fluoride treatment	Covered – 50%
Space maintainers – missing posterior (back) primary teeth	Covered – 50%, up to age 19

Class II services

Fillings (amalgam, acrylic, or silicate)	Covered – 50%
Inlays, Onlays and Crowns	Covered – 50%
Oral surgery including extractions	Covered – 50%
Root canal treatment – permanent tooth	Covered – 50%
General anesthesia or IV sedation	Covered – 50%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 50%
Repair and adjustments of partial or complete dentures	Covered – 50%

Class III services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%

Class IV services – Orthodontic services for dependents under age 19

Habit Breaking Appliances	Not Covered
Minor Tooth Guidance Appliances	Not Covered
Interceptive and comprehensive orthodontic treatment	Not Covered
Full-Banding Treatment	Not Covered
Monthly, Active Treatment Visits	Not Covered

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins.

Retiree VSP (24/24/24)

This is intended as an easy-to-read summary. It is **not** a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blue members. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

VSP network doctor

Non-VSP provider

Member's responsibility (copays)

	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Eye exam

Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
One eye exam in any period of 24 consecutive months		

Lenses and frames

Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 24 consecutive months		
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45, less a \$10 copay (member responsible for any difference)
One frame in any period of 24 consecutive months		

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for any difference)
One pair of contact lenses in any period of 24 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
One pair of contact lenses in any period of 24 consecutive months		

Appendix F

(Early retirees, not Medicare eligible; 9/30/10 and 4/1/11 retirees only)

FOP/KCSSA Retirees Under 65 (early retirements only)
Benefits-at-a-Glance
Kalamazoo County

Group: 71410
Sections: 1000, 1200
Package Code: 100

(Early retirees, not Medicare eligible;
 9/30/10 and 4/1/11 retirees only)

In-Network

Out-of-Network

Deductible, Copays/Coinsurance and Dollar Maximums

Deductible - per calendar year	None	\$250 per member \$500 per family per calendar year
Copays/Coinsurance • Fixed Dollar Copays	\$10 copay for: ▪ Physician office visits \$25 copay for: ▪ Emergency room visits	\$25 copay for: ▪ Emergency room visits
• Percent Coinsurance	50% for private duty nursing	20%, for general services and mental health care 50% for private duty nursing Note: Services without a network are covered at the in-network level.
Out-of-Pocket Maximum – per calendar year • Percent Coinsurance <i>Excludes coinsurance for private duty nursing</i>	None	\$2,000 per member \$4,000 per family per calendar year
Lifetime Maximum	\$1 million lifetime per covered specified human organ transplant.	

Preventive Services

Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered – 100%	Not Covered
Annual Gynecological Exam - one per calendar year	Covered – 100%	Not Covered
Pap Smear Screening – pathology services	Covered – 100%	Not Covered
Mammography Screening – one per calendar year; no age restrictions	Covered – 100%	Covered – 80% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year	Covered – 100%	Not Covered
Endoscopic Exams –one per calendar year	Covered – 100%	Not Covered
Fecal Occult Blood Screening	Covered – 100%, on per calendar year	Not Covered
Well-Baby and Child Care - through age 15 • 6 visits birth through age 12 months • 6 visits 13 mos. through 23 months • 2 visits 24 mos. through 35 months • 2 visits 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Covered – 100%	Not Covered
Immunizations - pediatric	Covered – 100%	Not Covered

Physician Office Services

Office Visits	Covered – \$10 copay	Covered - 80% after deductible, must be medically necessary
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Emergency Medical Care	In-Network	Out-of-Network
Hospital Emergency Room	Covered – \$25 copay; copay waived if admitted or for an accidental injury	Covered – \$25 copay; copay waived if admitted or for an accidental injury
Urgent Care Visits	Covered – \$10 copay	Covered – \$10 copay , 80% after deductible, must be medically necessary
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%

Diagnostic Services

Laboratory and pathology services	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests, X-rays	Covered – 100%	Covered – 80% after deductible
Therapeutic Radiology	Covered – 100%	Covered – 80% after deductible

Maternity Services Provided by a Physician – includes care provided by a certified nurse midwife

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Non-emergency services must be rendered in a participating hospital	Covered – 100%	Covered – 80% after deductible Unlimited days
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered – 100% Up to 120 days per calendar year
Hospice Care	Covered – 100%	Covered – 100% Limited to dollar maximum which is adjusted annually
Home Health Care	Covered – 100%	Covered – 100% Unlimited Visits

Outpatient Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only Up to \$1 million maximum per transplant type
Kidney, Cornea, Bone Marrow and Skin	Covered – 100%	Covered – 80% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 100%	Covered – 80% after deductible Unlimited Days
Outpatient Mental Health Care – • Facility and Clinic • Physician's Office	Covered – 100% Covered – 100%	Covered – 80% after deductible Covered – 80% after deductible Unlimited Visits
Inpatient Substance Abuse Treatment – in approved facilities	Covered – 100%	Covered – 80% after deductible Unlimited Days
Outpatient Substance Abuse Care	Covered – 100%	Covered – 80% after deductible Unlimited Visits

Other Services	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal manipulations	Covered – \$10 copay	Covered – 80% after deductible
	Up to 24 Visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy <ul style="list-style-type: none"> • Facility and Clinic • Physician's Office – Excludes speech and occupational therapy 	Covered – 100%	Covered - 100%
	Covered – 100%	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%

Hearing Care Program

	Participating Provider	Nonparticipating Provider
Audiometric Exam – one every 36 months	Covered – 100%	Not covered

Prescription Drugs

Network pharmacy

Non-network pharmacy

Copays

Generic drugs	\$10 for each generic drug	\$10 for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Brand name drugs	\$20 for each brand name drug	\$20 for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Mail order prescription drugs	Copay for up to a 90 day supply: \$10 for each generic drug; \$20 for each brand name drug	Not applicable

Covered services

Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for the insulin	Covered – 75% less plan copay for the insulin

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Retiree Dental

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Note: If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

Member's responsibility (copays and dollar maximums)

Copays	50% for all covered services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,000 per member for all covered services
• Lifetime maximum (for Class IV services)	Not applicable

Class I services

Oral exams	Covered – 50%, once every six months
A set (up to 4) of bitewing x-rays	Covered – 50%, once every six months
Full-mouth and panoramic x-rays	Covered – 50%, once every 36 months
Prophylaxis (teeth cleaning)	Covered – 50%, once every six months
Palliative (emergency) treatment	Covered – 50%
Fluoride treatment	Covered – 50%
Space maintainers – missing posterior (back) primary teeth	Covered – 50%, up to age 19

Class II services

Fillings (amalgam, acrylic, or silicate)	Covered – 50%
Inlays, Onlays and Crowns	Covered – 50%
Oral surgery including extractions	Covered – 50%
Root canal treatment – permanent tooth	Covered – 50%
General anesthesia or IV sedation	Covered – 50%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 50%
Repair and adjustments of partial or complete dentures	Covered – 50%

Class III services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%

Class IV services – Orthodontic services for dependents under age 19

Habit Breaking Appliances	Not Covered
Minor Tooth Guidance Appliances	Not Covered
Interceptive and comprehensive orthodontic treatment	Not Covered
Full-Banding Treatment	Not Covered
Monthly, Active Treatment Visits	Not Covered

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.

Retiree VSP (24/24/24)

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Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blue members. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

VSP network doctor

Non-VSP provider

Member's responsibility (copays)

	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Eye exam

Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
One eye exam in any period of 24 consecutive months		

Lenses and frames

Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 24 consecutive months		
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45, less a \$10 copay (member responsible for any difference)
One frame in any period of 24 consecutive months		

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for any difference)
One pair of contact lenses in any period of 24 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
One pair of contact lenses in any period of 24 consecutive months		

Appendix G

(Retirees, ages 55-64 not Medicare eligible)

**FOP--PPO Enhanced Plan
Benefits-at-a-Glance
Kalamazoo County**

**Group: 71410
Section: 1000, 1100, 1200
Package Code: 103**

(Retirees, ages 55-64 not Medicare eligible)

In-Network

Out-of-Network

Deductible, Copays/Coinsurance and Dollar Maximums

Deductible - per calendar year	\$250 single \$500 dual \$750 family	\$ 750 single \$ 1,500 dual \$ 2,250 family
Copays/Coinsurance • Fixed Dollar Copays	None	None
• Percent Coinsurance	20%	40% unless otherwise noted Note: Services without a network are covered at the in-network level.
Out-of-Pocket Maximum – per calendar year • Percent Coinsurance <i>Excludes Deductible</i>	\$ 500 single \$1,000 dual \$1,500 family	\$1,500 single \$3,000 dual \$4,500 family
Lifetime Maximum	Unlimited	

Preventive Services

Health Maintenance Exam – beginning age 1, one per calendar year; includes related X-rays, EKG, and lab procedures performed as part of the physical exam	Covered – 100%	Covered – 60% after deductible
Annual Gynecological Exam - one per calendar year	Covered – 100%	Covered – 60% after deductible
Pap Smear Screening – one per calendar year; laboratory services only	Covered – 100%	Covered – 60% after deductible
Mammography Screening – one per calendar year; no age restrictions	Covered – 100%	Covered – 60% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year	Covered – 100%	Covered – 60% after deductible
Screening Colonoscopy Exams • Beginning on or after the age of 50 • One every 10 years thereafter (or as physician ordered) • Not included in the preventive max	Covered – 100%	Covered – 60% after deductible
Well-Baby and Child Care – limited to first 4 visits	Covered – 100%	Covered – 60% after deductible
Immunizations - pediatric and adult	Not Covered	Not Covered

Physician Office Services

Office Visits Includes: • Primary care and specialist physicians • Presurgical consultations • Initial visit to determine pregnancy	Covered – 80% after deductible	Covered – 60% after deductible
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Emergency Medical Care

Hospital Emergency Room	Covered – 80% after deductible	Covered – 80% after deductible
Qualified Medical Emergency & First Aid Services		
Non-Emergency use of the Emergency Room	Not Covered	Not Covered
Facility Based Urgent Care Centers	Covered – 80% after deductible	Covered – 60% after deductible
Ambulance Services – medically necessary transport	Covered – 80% after deductible	Covered – 80% after deductible

In-Network

Out-of-Network

Diagnostic Services

MRI, MRA, PET and CAT Scans and Nuclear Medicine	Covered – 80% after deductible	Covered – 60% after deductible
Other Diagnostic Tests, X-rays, Laboratory & Pathology	Covered – 80% after deductible	Covered – 60% after deductible
Radiation Therapy	Covered – 80% after deductible	Covered – 60% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 80% after deductible	Covered – 60% after deductible
Delivery and Nursery Care	Covered – 80% after deductible	Covered – 60% after deductible

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 80% after deductible.	Covered – 60% after deductible
	Unlimited days	
Inpatient Medical Care	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible

Alternatives to Hospital Care

Skilled Nursing Facility	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 120 days per calendar year	
Hospice Care	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited	
Home Health Care	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 120 visits per calendar year	

Outpatient Surgical Services

Surgery – includes related surgical services	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary Sterilization – <i>excludes reversal sterilization</i>	Covered – 80% after deductible	Covered – 60% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Not covered except in designated facilities
	Up to \$1 million maximum per transplant type	
Kidney, Cornea, Bone Marrow and Skin	Covered – 80% after deductible	Covered – 60% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health and Substance Abuse Care	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited Days	
Outpatient Mental Health and Substance Abuse Care	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited Visits	

Other Services

Cardiac Rehabilitation	Covered – 80% after deductible	Covered – 60% after deductible
Allergy Testing and Therapy	Covered – 80% after deductible	Covered – 60% after deductible
Chiropractic Care – Spinal manipulations, office visits, physical therapy and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 12 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to 60 combined visits per calendar year. Services are covered when performed in the outpatient department of the hospital, or approved freestanding facility. Physical therapy is also covered in an independent therapist's office.	
Durable Medical Equipment/Medical Supplies	Covered – 80% after deductible	Covered – 60% after deductible
Prosthetic and Orthotic Appliances	Covered – 80% after deductible	Covered – 60% after deductible
Private Duty Nursing	Covered – 80% after deductible	Covered – 60% after deductible

Hearing Care Program

	Participating Provider	Nonparticipating Provider
Audiometric Exam – one every 36 months	Covered – 100%	Not covered

Prescription Drugs

<p>Retail – 34 day supply</p>	<p>\$10 – Generic Drugs \$40 – Brand Drugs</p> <p>Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay</p>
<p>Mail Order - 90-day supply</p>	<p>\$20 – Generic Drugs \$80 – Brand Drugs</p>
<p>Diabetic Supplies</p> <p>Excludes: Alcohol swabs (may be covered through medical plan)</p>	<p>Includes: Needles/Syringes and Insulin - \$10 copay at retail; \$20 copay at mail order Test Strips - \$10 copay at retail; \$20 copay at mail order Lancets - \$10 copay at retail; \$20 copay at mail order</p> <p>Minimum and maximum amounts are applicable</p> <p>Note: If Needles/Syringes or test strips or lancets are purchased on the same day as Insulin, then only the Insulin copay will apply; all other diabetic supply copays will be waived.</p>

This is intended as an easy-to-read guide. It is not a contract. An official description of benefits is contained in applicable Blue Cross Blue Shield of Michigan coverage documents.

Appendix H

(Retiree Dental and Vision at any age)

Retiree Dental

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Note: If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

Member's responsibility (copays and dollar maximums)

Copays	50% for all covered services
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,000 per member for all covered services
• Lifetime maximum (for Class IV services)	Not applicable

Class I services

Oral exams	Covered – 50%, once every six months
A set (up to 4) of bitewing x-rays	Covered – 50%, once every six months
Full-mouth and panoramic x-rays	Covered – 50%, once every 36 months
Prophylaxis (teeth cleaning)	Covered – 50%, once every six months
Palliative (emergency) treatment	Covered – 50%
Fluoride treatment	Covered – 50%
Space maintainers – missing posterior (back) primary teeth	Covered – 50%, up to age 19

Class II services

Fillings (amalgam, acrylic, or silicate)	Covered – 50%
Inlays, Onlays and Crowns	Covered – 50%
Oral surgery including extractions	Covered – 50%
Root canal treatment – permanent tooth	Covered – 50%
General anesthesia or IV sedation	Covered – 50%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 50%
Repair and adjustments of partial or complete dentures	Covered – 50%

Class III services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 50%

Class IV services – Orthodontic services for dependents under age 19

Habit Breaking Appliances	Not Covered
Minor Tooth Guidance Appliances	Not Covered
Interceptive and comprehensive orthodontic treatment	Not Covered
Full-Banding Treatment	Not Covered
Monthly, Active Treatment Visits	Not Covered

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.

Retiree VSP (24/24/24)

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blue members. To find a VSP doctor, call 800-877-7195 or log onto the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

VSP network doctor

Non-VSP provider

Member's responsibility (copays)

	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Eye exam

Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
One eye exam in any period of 24 consecutive months		

Lenses and frames

Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 24 consecutive months		
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	Covered – \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45, less a \$10 copay (member responsible for any difference)
One frame in any period of 24 consecutive months		

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for any difference)
One pair of contact lenses in any period of 24 consecutive months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
One pair of contact lenses in any period of 24 consecutive months		

KALAMAZOO COUNTY
KALAMAZOO COUNTY SHERIFF
-and-
KALAMAZOO COUNTY SHERIFF'S SUPERVISORS ASSOCIATION

Letter of Understanding #1 - Regarding Miscellaneous Matters

1. **Random Drug Testing.** The random drug testing program currently utilized by the City of Portage will be used as a basis to develop a KCSD drug testing program. The drug testing program will be outsourced and will not be run by the County. A rehabilitation program is included in the drug testing program.
2. **Payoff of unused sick leave.** Employees who were in the Command unit on or before December 31, 2008 shall be paid for up to one thousand six hundred (1600) hours of accrued but unused sick leave at twenty-five (25%) of their current regular straight time rate if their employment ends for a reason other than those specified in Section 5.0.(e).
3. **Paid Personal Leave.** The change to the Paid Personal Leave will be effective 1-1-2010.
4. **Medical Insurance Plan Coverage.** Sheriff Office employees will continue to be covered under their current plan through April 30, 2011. On May 1, 2011 their coverage will change to the Kal Flex Enhanced Plan with hearing rider. A copy of the summary of the Kal Flex Enhanced Plan is attached to as Appendix D.
5. **Health Insurance contribution.** The increase to 10.00% will be effective the first paycheck after 5-1-2011 through 12-31-2011 and 12% effective 1-1-2012.
6. **Wages.** The wage increase as a result of the 2.00% wage increase that will be provided to the KCSDA as of 1-1-2008 shall be paid retroactive to 1-1-2008 for active employees as of the date of this agreement, for employees in the unit as of 1-1-2008 who subsequently assumed a different County position, and to employees who retired on or after 1-1-2008.

The wage increase as a result of the 3.50% increase that will be provided to the KSCDA as of 1-1-2009 will be paid retroactive to 1-1-2009 for active employees as of the date of this agreement, for employees in the unit as of 1-1-2009 who subsequently assumed a different County position, and to employees who retired on or after 1-1-2009.
7. **Pension.** The KCSSA has advised the County that all employees are not willing to transfer their funds into County Pension Plan as required by the 2007 MOU. As a result that MOU is not able to be implemented and is terminated.
8. **MOU.** A copy of a Summary of Memorandum and LOU is attached to this Agreement. The parties will review these documents and determine which are no longer applicable and which have continuing validity. Those to be continued will be incorporated into the new Agreement and those not to be continued will be omitted.

COUNTY OF KALAMAZOO

Deborah J. Buchholz
Deborah J. Buchholz, Board - Chairperson

2/15/11
Date

Timothy A. Snow
Timothy A. Snow, Clerk Register

2/15/11
Date

Richard C. Fuller III
Richard C. Fuller III, Sheriff

2/17/11
Date

KALAMAZOO COUNTY SHERIFF'S OFFICE SUPERVISORS' ASSOCIATION

Paul R. Baker
Paul R. Baker, Local Representative

2/11/11
Date

KALAMAZOO COUNTY
KALAMAZOO COUNTY SHERIFF
-and-
KALAMAZOO COUNTY SHERIFF'S SUPERVISORS ASSOCIATION

Letter of Understanding #2 - Regarding Employees Who Retire Prior to 4-1-2011

These employees retire with the level of health and prescription drug insurance benefits that were in effect for bargaining unit employees as of January 31, 2011 and the health and prescription drug coverage shall remain unchanged from that in effect as of January 31, 2011. The retiree health care coverage for these employees will include coverage for the retiree and their spouse and dependents, if any. The retiree shall contribute 10% of the applicable monthly premium for this retiree health care insurance. The percentage contribution by the retiree towards the premium shall remain unchanged after his/her retirement and the amount paid towards the cost of this insurance may increase in proportion to the increases in the underlying insurance, but the retiree will not be required to pay more than 150% of the amount they were paying at the time they retired. Incentive payment of one (1) year longevity payment into the employee's 457 plan account shall be made by the Employer on the first payroll period following retirement. Employees must elect to retire by 3-1-2011 and retire by 4-1-2011.

COUNTY OF KALAMAZOO

Deborah J. Buchholtz, Board - Chairperson

2/15/11
Date

Timothy A. Snow
Timothy A. Snow, Clerk/Register

2/15/11
Date

Richard C. Fuller III, Sheriff

Date

KALAMAZOO COUNTY SHERIFF'S OFFICE SUPERVISORS' ASSOCIATION

Paul R. Baker
Paul R. Baker, Local Representative

2/11/11
Date

**KALAMAZOO COUNTY
KALAMAZOO COUNTY SHERIFF
-and-
KALAMAZOO COUNTY SHERIFF'S SUPERVISORS ASSOCIATION**

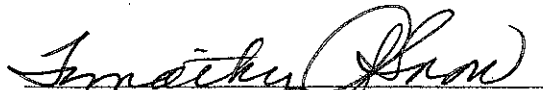
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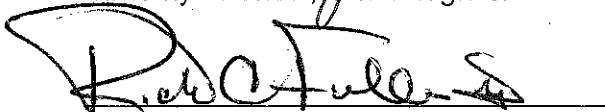
COUNTY OF KALAMAZOO


Deborah J. Buchholtz, Board - Chairperson

2/15/11
Date


Timothy A. Snow, Clerk/Register

2/15/11
Date

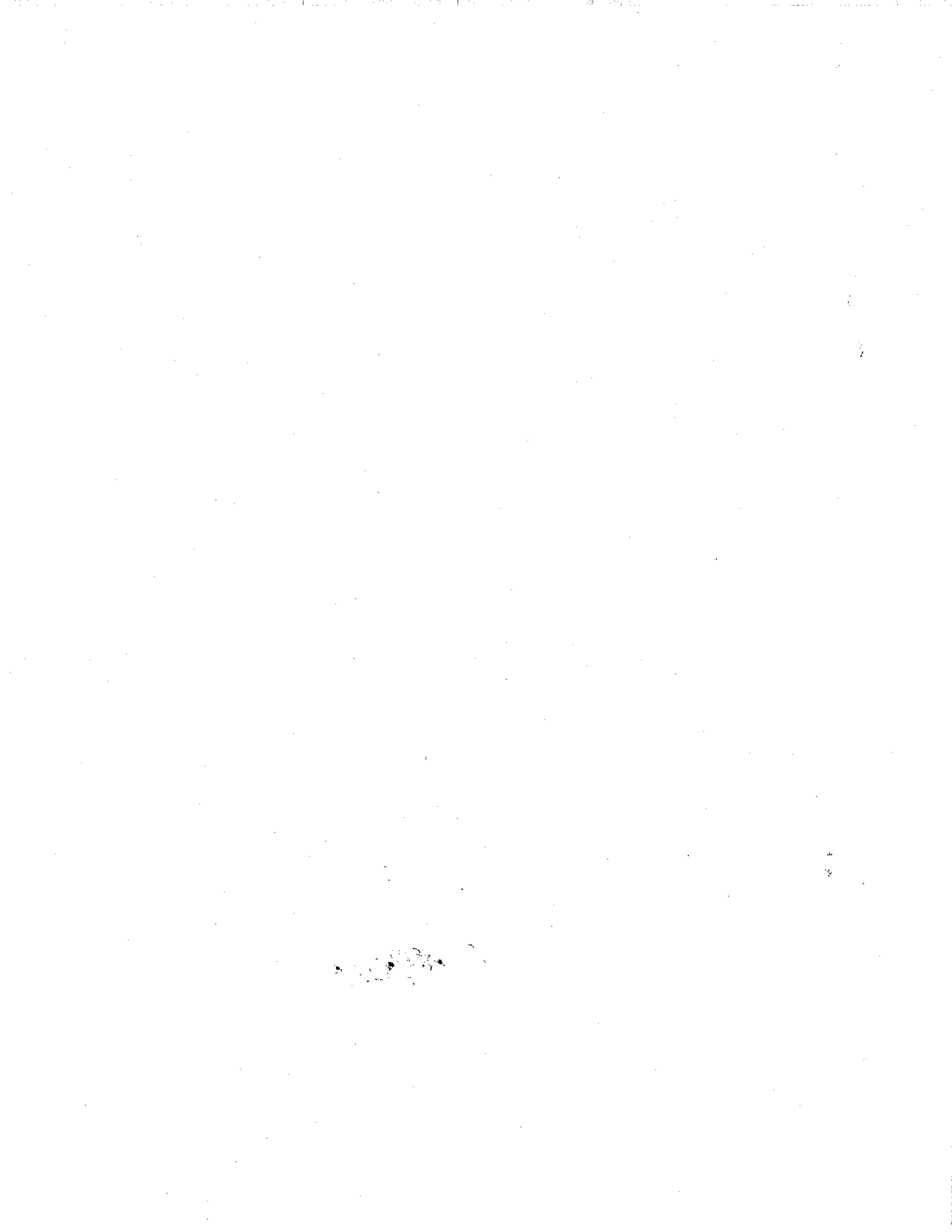

Richard C. Fuller III, Sheriff

2/17/11
Date

KALAMAZOO COUNTY SHERIFF'S OFFICE SUPERVISORS' ASSOCIATION


Paul R. Baker, Local Representative

2/16/11
Date



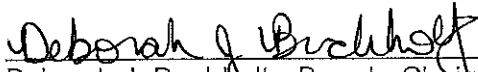
**County of Kalamazoo
Kalamazoo County Sheriff
-and-
Kalamazoo County Sheriff's Supervisors Association**

Letter of Understanding regarding Emergency Management

The County of Kalamazoo and the Sheriff of the County of Kalamazoo and said employee do hereby make the following agreements with the Kalamazoo County Sheriff's Office Supervisor's Association (COAM):

1. The Emergency Management Director position is initially filled at the rank of Lieutenant. After at least two (2) years of service the Sheriff, at his sole discretion, may upgrade the position to the rank of Captain.
2. In this case it's agreed upon that the Lieutenant Paul Baker the Emergency Management Director will be promoted to the rank of Captain of Emergency Management.
3. It is understood that if at any time the Kalamazoo County Board of Commissioners removes the position of Emergency Management from the control and supervision of the Sheriff of the County of Kalamazoo, it is agreed that the position shall be automatically removed from the bargaining unit.
4. In the event of a Command Staff reduction, laid off command officers are not eligible to bump into the Emergency Management Director position. Likewise, the Emergency Management Director is not eligible to bump into another position in the Command unit in the event the Emergency Management Director position is eliminated.
5. This shall be effective the beginning of the first full pay period after ratification of the pending contract.

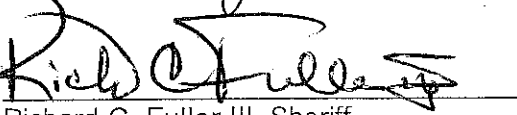
COUNTY OF KALAMAZOO


Deborah J. Buchholtz, Board - Chairperson

2/15/11
Date


Timothy A. Snow, Clerk/Register

2/15/11
Date


Richard C. Fuller III, Sheriff

2/17/11
Date

KALAMAZOO COUNTY SHERIFF'S OFFICE SUPERVISORS' ASSOCIATION


Paul R. Baker, Local Representative

2/11/11
Date

