

# **AGREEMENT**

**between**

**THE COUNTY OF KENT  
and  
THE SHERIFF OF KENT COUNTY**

**and**

**POLICE OFFICERS LABOR COUNCIL  
CAPTAINS/LIEUTENANTS**

**Effective: December 11, 2008 – December 31, 2011**



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# **AGREEMENT**

An AGREEMENT effective this 11th day of December 2008, by and between THE COUNTY OF KENT and THE SHERIFF OF KENT COUNTY, hereinafter referred to as "Employer", and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union", as follows:

## **PREAMBLE**

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

## **RECOGNITION**

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

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

## **REPRESENTATION**

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

## UNION SECURITY AND DUES CHECKOFF

Section 3.1. Agency Shop. All employees who are subject to this Agreement shall, as a condition of continued employment, either join and remain members in good standing of the Union, or pay an agency fee to the Union, within sixty (60) days after becoming a member of this bargaining unit.

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

## RIGHTS OF THE PARTIES

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

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

## HOURS OF WORK

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

Section 5.2. Overtime.

- (a) Employees shall receive straight time flex hours when overtime hours are worked contiguous with an employee's regular scheduled shift. Flex time hours must be used within 90 days of the date earned. Flextime hours will have no monetary value but must be used or lost. Notwithstanding the above provisions of this subsection the Sheriff may authorize the payment of overtime at the rate of time and one-half the employee's straight time regular rate for hours worked in excess of forty (40) in a workweek.

- (b) Time and one half the employee's straight time regular rate of pay (annual salary divided by 2080) shall be paid for all hours actually worked in the event an employee is called back to work outside his regularly scheduled shift and such time is not contiguous to his regular shift. At the employee's option, such overtime may be taken in pay or compensatory time up to a maximum of forty (40) hours. An employee shall be paid for all compensatory time upon severance of his employment with the employer.

Section 5.3. On-Call Duty. Employees scheduled to be on-call on a Saturday and Sunday shall receive four (4) hours of pay for each on-call day at the employee's regular rate of pay. An employee on weekend on-call status shall not be eligible for the call back overtime provided for in Section 5.2 if he is called in to work on Saturday or Sunday. In the event of an emergency situation an on-call employee called back to duty on Saturday, Sunday or a recognized holiday shall be paid time and one half following the fourth hour of emergency duty on that day. If an employee is scheduled to work on-call on a holiday recognized by this Agreement the employee will be allowed to bank the holiday for future usage however no on-call pay will be paid for the day.

Section 5.4. Shift Preference. Following the procedure outlined below, shift preference will be accomplished by the highest rank seniority lieutenant selecting his or her shift preference; and then the second highest rank seniority lieutenant will choose his or her shift preference. This procedure will continue until all the shifts are filled as established by the Sheriff. This selection of shift preference will only apply to those captains/lieutenants that are assigned as shift commanders. Shift preference will be bid once a year for a one-year period with transfer to the preferred shifts to occur on the first Monday in January. The bidding process will be accomplished by the third Monday in September each year. Continuous service on any one shift can be determined by the division commander but will not exceed 24 months. Shift preference as provided herein shall not diminish the right of the Sheriff to make administrative changes in personnel to another shift if he deems it necessary.

## **PROMOTIONS**

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

## **DISCIPLINARY PROCEDURE**

Section 7.1. Discipline.

- (a) The Employer shall not be arbitrary and capricious in the demotion, suspension or discharge of any employee.



- (b) Appeals invoking suspension, discharge or demotion may be submitted to arbitration by the Union within fifteen (15) days of the occurrence. Appeals shall be filed with the Federal Mediation and Conciliation Service (FMCS). The FMCS shall provide the parties with a list of arbitrators. The parties shall alternatively strike names from the list and the remaining name shall serve as the arbitrator. The decision of the arbitrator shall be final and binding on the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

## **SENIORITY**

### Section 8.1. Seniority Definition

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

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

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

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

- (a) The laid off employee has greater rank seniority in the rank in which the displacement is to occur than the employee to be displaced.

- (b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective manner the work in the lower rank.
- (c) The laid off employee elects to exercise his displacements rights within forty-eight (48) hours of the notification of his layoff.

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

### **LEAVES OF ABSENCE**

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

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

<u>In the event of the death of:</u>	<u>Period of Leave</u>
Spouse, Child, Father, Mother, Sister or Brother	5 work days
Father- or Mother-in-law, Sister- or Brother-in-law, Grandparent or Grandchild	3 work days
Aunt or Uncle	2 work days

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

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

- (a) Any full-time employee who participates in a branch of the Armed Forces Reserve Training Program shall be granted leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such

employees shall be paid the difference between the amount received for such training and the employee's regular salary. A Change of Status form and proper documentation must be submitted prior to receiving this benefit.

- (b) Any full-time employee who is ordered to emergency active duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the County the difference between the amount the employee receives for such duty and his regular salary for the period set forth in County policy. A Change of Status form and proper documentation must be submitted prior to receiving this benefit.

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

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

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

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

Section 9.6. Paid Time Off.

- (a) All full-time employees covered by this Agreement who have completed six (6) months of service shall be credited with seventy-two (72) hours of paid time off if each January. Effective January 1, 2009 the employee will be credited with eighty (80) hours of paid time off.
- (b) New employees in the bargaining unit will be credited with a pro rata amount of paid time off at the rate of six (6) hours for each full month remaining in the calendar year following the month the employee becomes a member of the bargaining unit.
- (c) Paid time off shall be granted for personal reasons, emergency personal reasons, when an employee is unable to perform his/her duties because of illness or injury, illness or injury of a member of the immediate family including parents, or illness or incapacity associated with pregnancy. In the event that the employee has exhausted their paid time off bank, the employee shall be allowed to activate their vacation or comp time banks or go without pay.
- (d) Paid time off days shall be charged against the employee's paid time off account in the amount taken.
- (e) Absent an emergency situation, paid time off must be requested at least four (4) days in advance of the date requested. The reported reason for the use of the paid time off benefit is at the employee's discretion; however, if less than four day's advance notice is given because of an emergency situation the Employer may request proof of the emergency situation.
- (f) Paid time off may be taken in one (1) hour increments with permission of the employee's supervisor.
- (g) At the end of each calendar year, the number of unused paid time off hours shall be added to the employee's previously accumulated sick leave bank which existed as of December 31, 2002, for use as set forth in this section. This will become known as the employee's paid time off bank. There shall be no limit on the number of hours an employee may have in his/her paid time off bank, which includes his/her previously accumulated sick leave bank.
- (h) An employee shall not be charged paid time off leave for a doctor or dentist appointment provided the employee submits a signed verification from the doctor/dentist substantiating the appointment.
- (i) Employees may also use the hours in the paid time off bank in the following manner:

- (1) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100% of the employee's gross weekly wage).
- (2) Following the exhaustion of the sickness and accident benefits, the employee may draw from his/her paid time off bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.
- (3) Employees may also supplement their sickness and accident benefits by accessing their previously accrued sick leave, vacation leave, or banked comp time hours.

## INSURANCE

Section 10.1. Health Insurance. All full-time employees and eligible dependents shall be provided with Kent County Wellness PPO Plan hospitalization insurance. (Appendix A)

- (a) Subscribers shall contribute ten percent (10%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010 employees shall contribute fifteen percent (15%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010, the employee premium contribution may be reduced by two and one-half percent if the employee has participated in the wellness program and an additional two and one-half percent if the employee is a non-smoker or is participating in a smoking cessation program.
- (b) As an alternative to the County hospitalization coverage, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (Grand Valley HMO co-pay plan). All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.
- (c) Annually during the open enrollment period, employees may choose between health coverage offered. This coverage will remain in effect for one year beginning January 1.
- (d) The Employer reserves the right to establish a self-insurance hospitalization program or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible, except as to the administration of such hospitalization insurance.

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

- (a) The employee must provide proof of insurance coverage from some other source.
- (b) Notice of the intent to waive insurance must be sent to the Human Resources Director within thirty (30) days of the execution of this Agreement and annually thereafter during the open enrollment period.
- (c) All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period each year.
- (d) Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage (not by selection) may return to provided hospitalization insurance at any time throughout the year as long as written evidence is provided which substantiates one of these special conditions.
- (e) Restoration of insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.
- (f) Waiver of coverage procedures must be acceptable to the applicable insurance carrier. Payment in lieu of hospitalization insurance shall not be paid to an employee whose spouse is covered by a County Plan.

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

Reimbursement of fifty percent (50%) of reasonable and customary charges as determined by a licensed dentist or physician for services or supplies to a maximum of \$2,000 per family per calendar year. Class I benefits (two cleanings and one set of x-rays annually per participant) will be reimbursed at 100% of reasonable and customary charges subject to the annual maximum. Effective 2009 the annual maximum will be increased to \$2,200 and effective 2011 the annual maximum will be increased to \$2,300. The benefits shall include an Orthodontic rider. Dental expenses which are the result of an accidental injury, which is covered in whole or in part by any other benefit plan offered by the County, are excluded from this coverage.

- (a) All full-time employees who apply for dental benefits by completing an enrollment card will be made effective under the Dental Plan no later than the first of the month following receipt of enrollment card. All terminated employee benefits continue through the end of the employee's last month of employment. Employees in an approved unpaid leave of absence may continue coverage up to six months at their own expense, at established group rates.

- (b) All dental bills are the primary responsibility of the employee with County reimbursement for 50% of paid expenses being made directly to the employee.
- (c) If both spouses are County employees who are eligible for Dental Benefits, both spouses may enroll separately and children will be enrolled on the male spouse's enrollment. Neither spouse shall be enrolled on the other spouse's enrollment.
- (d) All dental claims must be filed within six (6) months after the calendar year in which services were rendered has ended. For example, 2008's bills must be filed by June 30, 2009. Dental claims may be submitted for reimbursement at any time during the year; it is not necessary to accumulate the charges until the end of the year.
- (e) A Dental Benefit Plan Employee Handbook explaining in further detail the Dental Benefit Plan shall be distributed to all eligible employees.

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

- (a) Employees who retire on or after July 1, 2005, who have a minimum of twenty-five (25) years of service shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members up to a maximum of three hundred fifty dollars (\$350) per month. When the retiree is eligible for Medicare, the Employer shall provide to the retiree Medicare supplement insurance at an amount not to exceed the lowest single subscriber rate available under the Employer's insurance programs, not to exceed three hundred fifty dollars (\$350) per month. Retirees may, at their own expense, be allowed to pay the difference between the premium amount paid by the Employer and the premium amount for any other Employer provided insurance plan selected by the retiree. Effective January 1, 2006, retirees shall be eligible to purchase vision insurance subject to the carrier's rules.
- (b) Employees who retire with a duty disability pension on or after July 1, 2003, with less than twenty-five (25) years of continuous service at the time of retirement shall have a monthly pro-rata health care credit based on years of credited service in relation to 25 years not to exceed the single subscriber rate.
- (c) Dependent health insurance coverage may be purchased by the retiree at the retiree's expense. A retiree's surviving spouse may continue to purchase health insurance provided by the Employer at the Employer's group rates, subject to the carrier's rules.

- (d) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending on the death of the employee.
- (e) No payments shall be made by the Employer if:
  - (1) The employee receives a deferred pension;
  - (2) The employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
  - (3) The retiree is covered by a health care program or insurance under their spouse's employment;
  - (4) The balance of the required premiums required by the carrier in excess of those paid by the Employer is not paid by the employee.
- (f) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the County's health care program that is provided to members of the bargaining unit from which they retired and such benefits are subject to negotiations between the parties and the provisions of Section 10.1.

Section 10.5. Life Insurance. The Employer shall pay the required premiums to provide each full-time employee with Term Life Insurance equivalent to one times that employee's annual salary, rounded to the next highest multiple of \$1,000, up to a maximum of \$50,000. The insurance benefit amount shall be changed annually based on an individual employee's earnings as of January 1 of each year.

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

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

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



## DISABILITY PROGRAM

### Section 11.1. Sickness and Accident Benefits.

- (a) In consideration for the program of sickness and accident insurance benefits described in this Section, the parties agree that the former program of paid sick days shall no longer exist after December 31, 2003. No further use of time earned under the prior sick leave program; other than as provided in Sections 9.6 and 12.3 and this Section shall be permitted.
- (b) The Employer shall provide sickness and accident benefits for full-time and regular part-time employees covered by this Agreement. This coverage shall become effective following the completion of the employee's probationary period. Employees who are eligible for disability benefits shall receive weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross straight time wages. These benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accident or hospitalization and eighth (8<sup>th</sup>) day of illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. Employees are not entitled to sickness and accident benefits for any disability for which they may be entitled to indemnity or compensation under the Employer's retirement plan, Social Security, Workers' Compensation or any other disability benefit program.
- (c) The employee shall be given pension service credits for the period of time an employee is receiving sickness and accident insurance benefits under the County plan.
- (d) If an employee is otherwise eligible for Family and Medical Leave all insurance premium payments will be paid while an employee is receiving sickness and accident benefits, not to exceed twenty-six (26) weeks in a rolling twelve (12) month period, subject to the employee making the necessary premium co-payments.
- (e) An employee who is receiving sickness and accident insurance benefits shall be eligible to return to his/her former position at any time during the duration of the sickness and accident benefit period.
- (f) Accrued sick leave hours earned prior to January 1, 2003 shall be placed in a sick leave bank. The employee may use the hours in the sick bank in the following manner.
  - (1) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.

- (2) Following the exhaustion of the sickness and accident benefits, the employee may draw from his sick bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal weekly wage.

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

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

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

- (a) All Disability Leaves of Absence are without pay and must have the approval of the Sheriff.

- (b) The County payment of Term Life Insurance and Hospitalization Insurance premiums will cease the first of the month following the employee's exhaustion of benefits under the Long-Term Disability Program. Employees on Extended Long-Term Disability or approved Disability Leave of Absence may, however, continue their Term Life Insurance, Dental, and Hospitalization Insurance coverage for a maximum period of six months by paying the insurance premiums themselves at the group rate.

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

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

## RETIREMENT

Section 12.1. Pension Plan. All employees shall participate in the County's Retirement Plan. The employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation plus three and one-half percent (3-½%), (which reflects the pension COLA provision) however the maximum employee contribution shall not exceed eight and one-half percent (8.5%).

Normal retirement benefits are two and one-half (2-½%) of the employee's final average compensation as defined in the Plan after eight (8) years of continuous service with the Employer. Final average compensation (FAC) is the best three (3) years out of the last five (5) years as defined in the Plan.

For purposes of computing final average compensation, an employee's annual overtime earnings in any year shall not exceed ten percent (10%) of the employee's base salary for that year.

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

Section 12.3. Retirement Bonus. An employee who retires under the Kent County Retirement Plan (other than a deferred retirement) who, as of the date of retirement, has unused sick leave shall receive pension service credit for all hours in his paid time off bank.

## VACATIONS

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

- (a) At hire will receive 8 hours each month award at the first pay of each month.
  - (b) After initial month 8 hours each month through the 72nd month.
  - (c) 73rd month (7 year) – 10 hours each month.
  - (d) 109th month (10th year) – 10.666667 hours each month.
  - (e) 121st month (11th year) – 11.333333 hours each month.
  - (f) 133rd month (12th year) – 12 hours each month.
  - (g) 145th month (13th year) – 12.666667 hours each month.
  - (h) 157th month (14th year) – 13.333333 hours each month.
  - (i) 169th month (15th year) – 14 hours each month.
  - (j) 181st month (16th year) – 14.666667 hours each month.
  - (k) 193rd month (17th year) – 15.333333 hours each month.
  - (l) 205th month (18th year) – 16 hours each month.
  - (m) 217th month (19th year) – 16.666667 hours each month.
- 
- (1) Employees may not accumulate over three hundred (300) hours of vacation leave. Upon separation from County employment, an employee shall be paid for all current, unused vacation hours.
  - (2) If an employee is earning 160 or more vacation hours at the beginning of the calendar year and the employee has taken at least 80 hours of vacation in the calendar year, the employee may request that he or she receive 40 hours (5 days) pay in the last pay period of the year, in lieu of 40 hours (5 days) vacation time. The request should be submitted to the employee's department director for approval. Forms are available in the Human Resources Department.
  - (3) Employees request vacation leave from the appropriate authority to whom they report.

## HOLIDAYS

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

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

- (a) In most instances, when a holiday occurs on Saturday, it is celebrated on the preceding Friday. When the holiday occurs on Sunday, it is celebrated on the following Monday.

## WAGES

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

	<u>Lieutenant</u>	<u>Captain</u>
January 1, 2008	\$79,292	\$88,473
July 1, 2008	\$80,085	\$89,358
January 1, 2009	\$81,687	\$91,145
July 1, 2009	\$82,504	\$92,057
January 1, 2010	\$84,360	\$94,128
January 1, 2011	\$86,469	\$96,481

Newly promoted lieutenants will be paid \$1,000 less than the above salaries for a period of one (1) year from the date of promotion, at which time the annual salary shall be as specified above. Newly promoted captains will be paid \$1,500 less than the above salaries for a period of one (1) year from the date of promotion.

## MISCELLANEOUS

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

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

Section 16.3. Clothing Allowance. Non-uniformed employees shall receive a clothing allowance, paid quarterly, at an annual amount of Eight Hundred Dollars (\$800.00) per year.

Effective January 1, 2009 the annual clothing allowance shall be One Thousand Two Hundred Dollars (\$1,200).

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

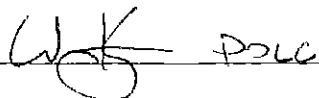
Section 16.5. Dry Cleaning. The County will pay all costs of dry cleaning for uniforms; provided, however, the County reserves the right to establish reasonable rules and regulations on the cleaning procedure. Employees assigned to plainclothes shall receive dry cleaning "chits"; forty (40) per quarter,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

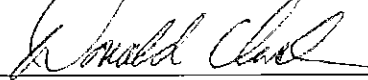
### DURATION

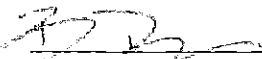
Section 17.1. Termination. This Agreement shall remain in full force and effect until midnight December 31, 2011 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, amend or re-negotiate this Agreement.

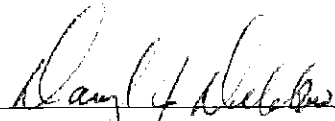
POLICE OFFICERS LABOR COUNCIL

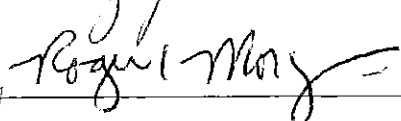
COUNTY OF KENT AND KENT  
COUNTY SHERIFF

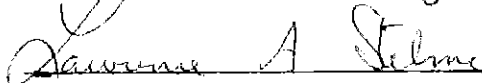
  
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## APPENDIX A

### 3-Year Healthcare Plan Summary Chart

	2009		2010		2011	
	In Network	Out of * Network	In Network	Out of * Network	In Network	Out of * Network
<b>Preventative Care</b>	100%	80%	100%	80%	100%	80%
<b>Office Visit</b>	\$20	80%	\$20	80%	\$25	80%
<b>Urgent Care</b>	\$30	80%	\$30	80%	\$40	80%
<b>ER Visits (Waive if admitted)</b>	\$100	80%	\$100	80%	\$125	80%
<b><u>Deductible</u></b>						
<b>Individual</b>	\$200	\$400	\$200	\$400	\$250	\$500
<b>Family</b>	\$400	\$800	\$400	\$800	\$500	\$1,000
<b>Coinsurance</b> (except as provided under current mental health and skilled nursing provisions)	100%	80%	95/5	75/25	90/10	70/30
<b><u>Out-of-Pocket Max for Coinsurance</u></b>						
<b>Individual</b>	N/A	\$1,200	\$600	\$1,200	\$750	\$1,500
<b>Family</b> (Does not include deductibles)	N/A	\$2,400	\$1,200	\$2,400	\$1,500	\$3,000
<b><u>GVHMO Office Visit</u></b>	\$10	-	\$10	-	\$20	-
<b><u>Traditional Plan</u></b>	Eliminate		Eliminate		Eliminate	
<b><u>Prescription Drugs</u></b>						
<b>Co-pay applies as dispensed</b>						
<b>Generic</b>	\$15		\$15		\$15	
<b>Formulary</b>	\$20		\$20		\$25	
<b>Non-Formulary</b>	\$40		\$40		\$45	
<b>Mail Order co-pay for Maintenance Drugs</b>	1X Co-pay for 90 Day Supply		2X Co-pay for 90 Day Supply		2X Co-pay for 90 Day Supply	
<b>Premium Share</b>	10%		15%**		15%**	

\*\*2.5% credit for Wellness Program (HRA, Annual Physical)

\*\*2.5% credit for Wellness Program Non-Smoker or smoking cessation program

\*Deductibles/Co-Pays apply to all out of network changes

#### **Plan Design Change Notes for 2009**

- Add baseline/routine colonoscopy as preventative benefit
- Add standard adult immunizations as preventative (Advisory Committee on Immunization Practices)
- Additional benefits to cover contraceptive devices and voluntary sterilization
- Remove preventative limitation on partial lab tests
- Rx copay applied as drug is dispensed (i.e. generic @ \$15, formulary @ \$20, non-formulary @ \$40)
- Remove erectile dysfunction lifestyle drugs (i.e. Viagra, Cialis, etc.) from approved list
- 2009 phase-in of Health Risk Assessments/Annual Physicals to support 2010 incentives
- No "payment in lieu of health insurance" if spouse is covered by a County health insurance plan