

**AGREEMENT**

**Between**

**THE COUNTY OF KENT  
AND THE SHERIFF OF KENT COUNTY**

**-and-**

**THE KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION**

**Effective January 1, 2009 through December 31, 2011**



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## AGREEMENT

THIS AGREEMENT, made and entered this 13th day of August, 2009, effective January 1, 2009, by and between the COUNTY OF KENT and the SHERIFF OF KENT COUNTY, hereinafter referred to as the "Employer" or "County," and the KENT COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as the "Association."

NOW, THEREFORE, the parties agree as follows:

## RECOGNITION

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

All full-time employees employed in the Sheriff's Department of Kent County, classified and/or occupying the position of Corrections Sergeant, Corrections Officer, Transfer Officer, Court Security Officer, Scientific Support Unit Team Leader, and Scientific Support Unit Specialist BUT EXCLUDING the Sheriff, Undersheriff, Captains, Lieutenants, Chief Deputy, polygraph examiners and all other employees.

Should the title of the employees of the bargaining unit be changed for any reason, the change will have no bearing on the bargaining unit. The Employer will submit the proposed changes to the Association sixty (60) days prior to the effective date of change or when the changes become known to the Employer.

Section 1.2. Other Agreements. The Employer hereby agrees not to enter into any agreements with any other labor organization with respect to employees included in the collective bargaining unit described herein.

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

- (a) Classification (or Class): Means a position or a group defined by a single specification as to duties, responsibilities, experience, training and educational background required, and is designated by a single title indicative of the kind of work.
- (b) Work Assignment: Means a position or post calling for specified duties to which an employee is assigned for a definite or indefinite period of time but which has not been designated as a work classification.

Section 1.4. Access to Information. The Employer agrees to provide the Association, upon written request, reasonable access to necessary materials and information in order for the Association to fulfill its responsibility in administering this Agreement.

## **ASSOCIATION REPRESENTATION**

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize not more than seven (7) Sheriff Department employees as a collective bargaining committee. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances in accordance with the procedures established in this Agreement. Members of the collective bargaining committee shall also meet with County officials for the purpose of negotiating modifications to this Agreement. The Association may designate any full-time employee with one (1) year of bargaining unit seniority employed in the Sheriff Department to the collective bargaining committee. The Association shall furnish the Employer in writing the names of its collective bargaining committee members and alternates. The Association may designate alternates who shall serve only in the absence of committee representatives.

Section 2.2. Committee Lost Time. Employee members of the bargaining committee shall be paid by the Employer for time spent in negotiations with the Employer but only for the straight-time hours they would have otherwise worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the employee's regular work schedule hours which otherwise would have been worked by the committee member. The committee shall be allowed to meet one-half (½) hour before and one-half (½) hour after the scheduled negotiations meetings with Employer representatives.

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

Section 2.3. Association Rights. All employees covered by this Agreement shall have the right to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employer through representatives of their own free choice; provided however, that such rights shall be exercised consistent with and not in conflict with the terms of this Agreement.

Section 2.4. Association President. The Association President shall at his request during the annual shift-bid period, be assigned to the shift of his choice.

Section 2.5. Investigatory Interview. The parties agree to the following:

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

Section 2.6. Sergeant's Role in Investigatory Interviews. Sergeants performing their duties may be required to engage in fact finding in order to ascertain whether or not a Departmental rule, regulation or policy was violated. He shall turn these reports over to his immediate supervisor for the investigatory interview process and make no recommendations.

Section 2.7. Compulsory Statement (Garrity Rule). If the matter under investigation could lead to criminal charges, but the Departmental inquiry is not directed to obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employee's continued status with the Department, the employee shall be advised that the employee's Constitutional Rights prohibit coerced statements obtained in the threat of discharge from use in subsequent criminal proceedings against him. When the Employer advises the employee that such statements given will not be used against him in any subsequent criminal proceedings, the employee shall also be advised that:

- (a) The employee has the right to Association Counsel or Association representation during questioning;
- (b) The presence of Association Counsel or an Association representative will in no way, in and of itself, jeopardize his continued employment;
- (c) The questions must be narrowly and directly related to the performance of the employee's duties and the on-going investigation. The employee is required to fully and truthfully answer the questions.

Section 2.8. Garrity Form.

The Garrity Warning is to be used only when a member is being questioned about possible criminal matters and it has been officially determined that any self-incriminating statements that the member makes will not be used against the employee in a criminal prosecution.

Employee: \_\_\_\_\_

Case No.: \_\_\_\_\_

Date: \_\_\_\_\_

Interviewer: \_\_\_\_\_

Time Started: \_\_\_\_\_

Others Present: \_\_\_\_\_

Time Ended: \_\_\_\_\_

Garrity Warning

At this time I am going to question you about (state the nature of the matter under investigation). This questioning concerns administrative matters relating to the official business of the Kent County Sheriff's Department. I am not questioning you for the purpose of instituting a criminal prosecution against you. During the course of this questioning, even if you do disclose information which indicates you may be guilty of criminal conduct, neither your self-incriminating statements nor the fruits of any self-incriminating statements you make will be used against you in any criminal legal proceedings.

Since this is an administrative matter and any self-incriminating information you may disclose will not be used against you in a court of law, you are required to answer my questions fully and truthfully or be subjected to discharge.

You have the right to counsel or Association representation during questioning.

The presence of counsel or an Association representative will in no way, in and of itself, jeopardize your continued employment.

Do you understand what I have just explained to you?

Do you have any questions concerning what I have just explained to you?

Section 2.9. Leave for Association Business. Members of the Association Executive Board shall be granted up to ten (10) days leave of absence per year to attend Union conventions and seminars provided, however, that reasonable advance notice is given and such leave does not interfere with the personnel requirements of the Sheriff's Department. Such leave shall be without pay, however, seniority and fringe benefits shall continue to accumulate during such leave.

## **ASSOCIATION SECURITY AND CHECKOFF**

Section 3.1. Agency Shop. All employees who are subject to this Agreement and who are members of the Association shall, as a condition of continued employment, either remain members in good standing for the duration of this Agreement or pay to said Association an agency fee and assessments uniformly levied upon all Association members. All new employees who are subject to this Agreement upon completion of thirty (30) days of employment shall, as a condition of continued employment, either become and remain members in good standing in the Association for the duration of this Agreement or pay to said Association an agency fee, initiation fees and assessments uniformly levied upon all Association members.

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

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

- (e) The Employer's remittance will be deemed correct if the Association does not give written notice to the Employer's Administrator within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- (f) Any employee covered by the terms of this Agreement may join or terminate membership in the Association by written notice to the Human Resources Director, and the amount owing the Association shall reflect accordingly with the next payment from the employee and due the Association.
- (g) The Association shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of the Association dues and/or representation fee to be deducted from the wages of County employees as in accordance with this Section. Any change in the amounts determined will also be provided to the Human Resources Director at least (30) days prior to its implementation.
- (h) 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.

## **RIGHTS OF THE EMPLOYER**

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

Section 4.2. Maintenance of Rights. Nothing contained herein or within the Rules, Regulations, Policies and Procedures of the County of Kent and/or Sheriff of Kent County shall be construed to deny or restrict any employee covered by this Agreement, or the Association, rights each may have under the laws of the State of Michigan or the United States, or the Constitution of Michigan and the United States.

## **GRIEVANCE PROCEDURE**

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

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

Step 1. Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he shall discuss it with a jail Lieutenant or jail Captain within five (5) days after the employee received actual notice or should have known of the events giving rise to the grievance. The employee may have a representative of the collective bargaining committee present.

Step 2. Written Procedure. If the grievance is not resolved, a member of the collective bargaining committee shall reduce the grievance to writing and present it to the Corrections Division Commander within seven (7) days after the Step 1 meeting. The grievance shall be dated and signed by the aggrieved employee, and his representative shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Corrections Division Commander receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the representative who signed the grievance, insofar as practical, and the Corrections Division Commander to discuss the grievance. The Corrections Division Commander will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

Step 3. If the answer of the Corrections Division Commander is not satisfactory to the grievant, the grievance may be referred to the Association Grievance Chairperson, who may submit his appeal to the Sheriff indicating the reasons why the written answer of the Corrections Division Commander is unsatisfactory. Any such appeal must be made within fifteen (15) days of receipt of the written answer in Step 2. A meeting between no more than three (3) members of the collective bargaining committee of the Association and the Sheriff, and the Human Resources Director, or their designated representative, will be arranged to discuss the grievance appealed. Said meeting is to be within ten (10) days from the date when received by the Employer. The Employer shall answer the grievance within seven (7) days of the date of the meeting at which the grievance was discussed.



Step 4. In the event that the grievance is not satisfactorily resolved in Step 3, the Association may request arbitration of the unresolved grievance which is arbitrable by giving written notice to the Employer of its intent to arbitrate, within thirty (30) days following receipt of the Employer's answer in Step 3.

Section 5.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Association, thereafter the Association shall file a Request for Arbitration Panel with the FMCS, requesting Michigan arbitrators only. An arbitrator shall be selected from the panel provided by FMCS by making alternating strikes, with the last remaining arbitrator being selected to serve. The Employer shall make the first strike in the first case filed under this provision, and thereafter the first strike shall be made on an alternating basis. Upon selection of an Arbitrator under this provision, the Union or the Employer shall notify the Arbitrator of his/her selection, and request that an arbitration hearing date be scheduled. Alternatively, the Association and the Employer may agree to obtain a panel of arbitrators from MERC.

The fees and expenses of the arbitrator will be split equally between the Employer and the Union. The use of a court reporter will be permitted at the request of either party. A copy of the transcript will be provided without cost to the party not requesting the court reporter. The decision of the Arbitrator shall be due within thirty (30) days after submission of post-hearing briefs, or within thirty (30) days after the hearing if no briefs are filed.

Section 5.4. Pre-Arbitration Conference. The parties may agree to meet a minimum of forty-five (45) calendar days prior to any scheduled arbitration.

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

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

Section 5.7. Association Grievance. Grievances on behalf of the Association shall be filed by the President or Vice President of the Association and shall be processed starting with the second step of the grievance procedure within fifteen (15) days of the date that the Association received actual notice or should have known of the events giving rise to the grievance.

Section 5.8. Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, the grievance shall be processed starting at the third step of the grievance procedure. The grievance shall be submitted within seven (7) days of the date the Association is notified of the disciplinary suspension or discharge. A meeting will be held between the Association representative and the Sheriff or his representative within eight (8) days of submission of the grievance to discuss the grievance.

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

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

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

Section 5.12. Rules and Regulations.

- (a) The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards or the performance of their duties. The Employer agrees to submit to the Association President any changes or additions to the rules and regulations for comment or suggestions at least ten (10) days prior to the official promulgation or effective date of said amendment or modification. The Association may, within five (5) days after receiving notice, invoke the special conference procedure of this Agreement, in which event a special conference will be held within fifteen (15) calendar days after request for same. The Association may challenge the reasonableness of said rules and regulations by filing a grievance at Step 2 within seven (7) days after the rules or regulations have been established and the Association has received written notice thereof.
- (b) In the event that the Sheriff or the County promulgates a major revision of its rules and regulations concerning the conduct of their employees and/or the standards of performance of employees' duties, the seven (7) day period provided above shall be forty-five (45) days or such other time as the parties mutually agree.

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

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

The members of the collective bargaining committee shall be allowed time off their jobs without loss of pay to investigate a grievance which has been presented in writing upon having received permission from his supervisor. The supervisor will normally grant permission and provide sufficient time to the members of the collective bargaining committee to leave their work for these purposes subject to the conditions that this privilege does not unreasonably interfere with the operation of the Department. The Association agrees that this privilege will not be abused. The Employer agrees to compensate representatives of the Association at their straight time regular rate of pay for all reasonable time lost from their regular schedule of work due to mutually agreed upon meetings with the Employer and grievance administration in accordance with the grievance procedure.

## **DISCHARGE AND DISCIPLINE**

Section 6.1. Just Cause. The Employer agrees that they shall not discipline or discharge an employee except for just cause.

Section 6.2. Association Representation. At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may and is encouraged to request the presence of an Association representative. The Employer must, if requested by the employee, allow sufficient time for the employee to arrange to have Association representation.

Section 6.3. Notice of Charges. Written notice of disciplinary action or discharge shall cite the specific sections of rules and regulations and/or appropriate law(s) which the employee is alleged to have violated.

Section 6.4. Written Notice. An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification in writing. For informational purposes only, the Association shall be given a copy of such suspension or discharge notices.

Section 6.5. Disciplinary Record. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by an employee, supervisor, or any other Employer representative or Department or Division Head in the employee's personnel record which relates to, is or may be made the basis for the disciplinary action up to and including the discharge of such employee by the Employer.

Section 6.6. Association Consultation. An employee who has been discharged may consult with his Association representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the Employer's operations.

Section 6.7. Employee Right to Know. An employee shall be entitled to personnel information in accordance with the Employee Right to Know Act. An employee who is disciplined may submit a Statement of Response, consistent with the "Bullard-Plawecki Employee Right to Know Act," to his supervisor, a copy of which shall be attached to the Employer's copy of the disciplinary action.

Section 6.8. Use of Personnel Record. If an employee's work record is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions more than two (2) years old in imposing discipline, unless the prior infractions are directly related to the current violations in which event the Employer will not take into account any prior infractions more than four (4) years old.

Section 6.9. Counseling Memoranda. The Association acknowledges that counseling memoranda may be utilized by the Employer to communicate job deficiencies to employees. Counseling memoranda shall not be construed as disciplinary action and shall not be subject to the grievance and arbitration procedure set forth in the Collective Bargaining Agreement. Counseling memoranda shall not remain in effect for more than six (6) months from the date it is issued.

In the event that counseling memoranda is utilized by the Employer, they shall be in writing, with a copy provided to the affected employee and the Association. Counseling memoranda shall not be placed in an employee's personnel file unless within six (6) months following issuance of the counseling memoranda, the employee receives discipline for conduct which was addressed in the counseling memoranda, in which event the latter shall be attached to the discipline and be subject to Section 6.8.

## **PROHIBITED ACTIVITY**

Section 7.1. No-Strike-No Lockout. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Kent County Deputy Sheriff's Association therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Kent County Deputy Sheriff's Association further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the County, as long as this contract is in force. During the life of this Agreement, the Association shall not cause its members nor shall any member of the Association engage in any strike, because of a labor dispute between the County and any other labor organization. The Employer agrees not to lock out its employees during the term of this agreement.

Section 7.2. Penalty. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Association acknowledges that discharge is an appropriate penalty for the violation of Section 7.1.

Section 7.3. Affirmative Action. The Association agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

## **HOURS OF WORK AND OVERTIME**

Section 8.1. Workweek - Workday. The official workweek shall begin at 12:01 a.m., Monday and end at midnight the following Sunday. The official workweek of County employees shall be forty (40) hours per week. The official workday of County employees shall be eight (8) consecutive hours plus briefing time, inclusive of a meal period, in any one (1) twenty-four (24) hour period.

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

Section 8.2. Work Schedule. The work schedule which has been established by the Sheriff shall remain and be posted so that employees are scheduled forty (40) hours of work per week with eight (8) consecutive hours in a workday, including a lunch period. There shall be ten (10) minutes before the start of a shift to be used for briefing which shall be excluded from overtime.

Notwithstanding this Section, employees on administrative assignment, except the Transfer Crew and Court Security, shall be normally on an 8 a.m. to 5 p.m. work day with a one hour non-paid lunch period.

Section 8.3. Overtime.

- (a) Overtime shall be paid at the rate of time and one-half (1 ½) the employee's straight-time hourly rate (annual salary divided by 2,080 hours) for all hours actually worked in excess of forty (40) in any one workweek. Paid time off for the following reasons shall be counted as hours worked for the purpose of computing an employee's overtime work: holidays, vacation days, paid time off (PTO), funeral leave, witness leave, jury duty leave, doctor/dental time and compensatory time. Overtime pay shall not be duplicated nor shall an employee receive compensatory time off and overtime pay for the same overtime hour(s) worked.
- (b) MDOT Overtime. Effective June 1, 2002, selection of officers to provide highway clean-up supervision in an overtime status (commonly referred to as MDOT overtime), shall be governed by the following guidelines:
  1. Officers within the entire Corrections Division who desire this overtime assignment may bid for same on their regularly scheduled pass days off. With permission, an employee may take his Friday holiday on his scheduled long weekend or a personal day and still be eligible for sign up of MDOT overtime. An employee shall not be eligible for more than twenty-four (24) hours of MDOT overtime per pay period subject to the provisions of Subsection 7 below.
  2. Volunteers will be identified by offering an overtime sign-up list that identifies the needed hours and dates of the overtime. An employee may not be awarded overtime on two separate overtime sign-up lists for the same date.
  3. The overtime sign-up list shall be located in one central reoccurring location within the Corrections Division. Scheduled overtime shall be a part of the briefing of all officers. Officers who are assigned to a detached/distant work location such as the Honor Camp, Work Release, Circuit Court, etc., may sign-up by telephone. No work location shall have any priority to the sign-up list or have preferred selection to the overtime assignments.
  4. Officers must undergo, on their own time, any safety training required for the MDOT duty by the Kent County Road Commission.
  5. In the event that more than one officer signs up for the same overtime date and time, selection shall be made on the basis of bargaining unit seniority. Sergeants shall compete for the overtime based on bargaining unit seniority and rank seniority shall not be considered. If a Sergeant is selected, their time slip must reflect that this is MDOT overtime to be paid at the top Deputy overtime rate, not at the Sergeant overtime rate.

6. The Officer awarded the overtime is the Officer that must work the overtime. If an officer signs up for the overtime and has an unexcused absence, he shall forfeit MDOT overtime until the next posting.
7. In the event that there is no volunteer for a needed overtime date and time, the supervisor may fill the opening by assignment.

Section 8.4. Call-In. An employee called in for duty or for a Court appearance which is not contiguous to his regular schedule of work shall be guaranteed two (2) hours at time and one-half (1 ½) his regular rate of pay. If the employee is paid for Court time, any witness fees and mileage due the employee shall be paid to the County. If the employee uses his personal vehicle, he may retain mileage fees.

Section 8.5. Training. All employees may agree to volunteer time for training for the improvement of professional standing.

An employee who is required to attend training sessions on the employee's scheduled day off (holiday) for up to thirty-two (32) hours per contract year shall be paid for such training sessions at the employee's straight-time hourly rate. Any required training in excess of thirty-two (32) hours per calendar year on a scheduled holiday off shall be paid at the rate of time and one-half (1 ½).

The Employer agrees that the employee's work schedule/hours shall not be changed, absent a minimum of five (5) days notice in advance of that change, for the purpose of training. In the event that the Employer does not provide the minimum five (5) days notice, the employee will attend the training session, work the regular days off/hours, and be paid overtime at the rate of time and one-half (1 ½) the employee's straight-time rate.

Effective upon the ratification of this Agreement, all hours spent by an employee in mandatory training shall be considered hours worked for the purposes of computing overtime under this Agreement. The Employer agrees that the employee's work/hours shall not be changed, absent a minimum of five (5) days notice in advance of that change, for the purpose of training.

Section 8.6. On-Call Premium. In order to provide coverage for services during off-duty hours, the Employer may require the assignment and scheduling of Scientific Support Unit Specialists for on-call duty. Employees shall be notified of the reason for the on-call status and when the reason for the on-call status terminates, the employee shall be promptly notified. An employee assigned to on-call duty shall be required to remain immediately available through reasonable pre-established methods of communication, to report for work within a reasonable period of time as determined by their supervisor, and to perform normally-assigned duties.

The Scientific Support Unit Specialists assigned to on-call duty will be compensated at the rate of one (1) hour of straight-time pay for each six (6) hours of on-call duty, prorated for any portion of six (6) hours. Employees required to return to work while in scheduled on-call status will receive call-in pay in accordance with Section 8.4 of this Agreement.

In the event that other members of the bargaining unit are placed on an on-call status, the parties will meet and confer concerning the on-call premium.

Section 8.7. On-Duty Injuries. If an employee is injured while on the job and required to leave the job by a medical authority or supervisor, she/he shall be paid for the whole day. In the event that an employee is the subject of an aggravated assault, and the injury occurs at or near the end of the injured employee's shift and the employee seeks medical assistance, he will be paid their straight-time rate provided in this Agreement for up to four (4) hours or until the employee is admitted to the hospital, whichever occurs first, after the end of the employee's shift.

## SENIORITY

### Section 9.1 Definition of Service/Seniority.

- (a) Service, for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within the Kent County or the Courts of Kent County. Continuous service is defined as that time actually spent on the active payroll of the County of Kent (including County Courts) plus approved leaves of absence, unless otherwise provided in this Agreement.
- (b) Rank seniority shall be defined as the length of the member's continuous service in rank commencing from his/her last date of promotion within his rank.
- (c) Bargaining Unit seniority shall be defined as the length of the employee's continuous service within the bargaining unit.
- (d) Each respective type of seniority shall be utilized as a method of preference for only those matters as specified within this Agreement.
- (e) All types of service and seniority shall continue to accumulate during all approved leaves of absence.
- (f) Tie-breaking Seniority. Employees hired on the same date shall be placed on the seniority list in alphabetical order of surnames at last date of hire. Employees promoted in rank on the same date shall be placed on the respective seniority list by first using bargaining unit seniority, and if hired on the same date, shall be placed on the seniority list in alphabetical order of surnames at the date of hire.
- (g) Unit members promoted within the Sheriff's Department to a position outside of the bargaining unit shall retain all accumulated bargaining unit seniority, inclusive of rank seniority if applicable, and will be credited with such seniority upon re-entry into the bargaining unit.



- (h) Unit members who are laterally transferred to the Patrol Division shall retain all accumulated bargaining unit seniority and shall accumulate bargaining unit seniority (inclusive of rank seniority if applicable) during the first twelve (12) months (probationary period) of their transfer with return rights to this bargaining unit. After twelve (12) months, the unit member will no longer have nor accumulate bargaining unit seniority inclusive of rank seniority if applicable.

Section 9.2. Probationary Period. All new bargaining unit employees shall be considered probationary employees for a period of twelve (12) months, after which time their bargaining unit seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without regard to this Agreement.

Section 9.3. Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- (a) He resigns or quits.
- (b) He is discharged or terminated.
- (c) He retires.
- (d) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
- (e) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, unless otherwise excused.

Section 9.4. Promotions to Sergeant. The purpose of the promotional procedure is to establish a promotion system for deputies of the Kent County Sheriff's Department as directed and approved by the Sheriff. The promotion procedure will be for sergeant positions.

A. Closed Program:

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

B. Program Weight:

- 1. Scores shall be based upon the written examination, department oral board and bargaining unit seniority. The weights assigned shall be as follows:

- (a) Written Examination: 60 points.
- (b) Oral Board: 22 points.
- (c) Seniority: Up to a maximum of 18 points. (Seniority points are given at the rate of .0625 points for each month of completed bargaining unit seniority.)

C. Testing Cutoff:

- 1. An applicant must score a minimum of 70% of written examination in order to take additional examinations.
- 2. Scoring and points of eligible participants shall be accomplished as soon as practicable after testing process is completed.

D. Roster:

- 1. For each rank position which is open and which is to be filled as determined by the Employer, a roster of applicants who have satisfied the conditions of this promotional procedure shall be maintained in consecutive order for a period of two (2) years. The composite scores of the three components shall be posted; i.e., written examination, oral board and seniority.
- 2. The Sheriff shall select from the top fifty (50%) percent of the qualified applicants. Notwithstanding the above, in cases where there are ten (10) or fewer qualified applicants, the Sheriff may select from the entire list.
- 3. An eligible deputy may participate in more than one promotional examination and be on more than one roster. An employee may remain on the roster even if he declines the promotion.

E. Examination Period:

Written examinations will be given, when Sergeant positions are open, but in no event more than once every two (2) years. Notwithstanding the above, the Sheriff may terminate a current promotional roster, and schedule examinations to establish a new promotional roster, if there are less than five (5) names on the roster.

F. Probation:

- 1. Commencing the first full pay period following promotion, the promoted deputy shall receive the rate of the new rank or classification at the same step paid the deputy prior to the promotion.
- 2. All promoted employees shall be on probation for a period of six (6) months immediately following promotion.

3. During such probationary period, the Sheriff may demote the employee to his former rank or the deputy may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank.

G. Notification-Posting:

1. Examination notices for competitive promotion shall be posted on the bulletin boards throughout the department for a minimum of forty-five (45) days prior to the examination date. Materials identified as the subjects to be covered in both the written and oral examinations shall be made available to the competing Deputies. Such notice shall include the subjects to be covered in the written and oral examinations.
2. Deputies eligible to compete shall submit their letters of intent to participate to the Sheriff no later than ten (10) days prior to the examination date.

H. Eligibility:

1. Bargaining Unit Members: A deputy must have not less than six (6) years of bargaining unit seniority and be at the "G" step at the time of the written examination.

I. Written Examination:

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

J. Examination Procedure:

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

K. Oral Board:

The oral board shall consist of:

1. Sheriff or his designee
2. Up to two (2) Division or Bureau Heads
3. A command officer of equal or higher rank from another law enforcement department.

Section 9.5. Shift Preference. Employees assigned to the two (2) Divisions (Corrections and Service [Scientific Support Unit]) shall be allowed to select their shifts by bidding in accordance with their bargaining unit or rank seniority, whichever is appropriate, in the following manner:

- (a) All groups shall bid on a shift assignment once a year, to be completed by the 3rd Monday in September, with the transfers to the preferred shift to occur on the first Monday in January. All shift bids will identify the separate group for bidding and the hours of work at the location.
  1. Corrections Division: Employees within each of the six (6) groups therein shall be assigned to their preferred shift provided the employee has the greater bargaining unit seniority. Sergeants shall utilize rank seniority. The six (6) groups therein are:
    - a. Corrections Sergeants
    - b. Corrections Officers
    - c. Work Release
    - d. Honor Camp
    - e. Classification Officers
    - f. Court Security
  2. Services (Scientific Support Unit): Will consist of one (1) bid group: Scientific Support Unit Specialists. Scientific Support Unit Specialists shall utilize bargaining unit seniority.
- (b) Members shall be assigned to their preferred shift provided the employee has the greater bargaining unit seniority. The Sheriff reserves the right to assign employees to a designated shift notwithstanding their bid if there are insufficient number of employees to fill the Sheriff's position allocations by utilizing the inverse order of bargaining unit seniority if there are not sufficient volunteers.
- (c) Employees will bid for vacations following their bid for shifts. The bid shift assignment list will be posted by the First Monday in October.
- (d) Employees shall not be allowed to bid a work assignment.

- (e) Whenever there is a vacancy in any Division where shift bidding is utilized, after the annual shift bid has been completed and the vacancy is to be filled, there shall be a shift bid for that opening plus one additional opening, utilizing bargaining unit or rank seniority, whichever is appropriate.
- (f) Shift preference, as provided herein, shall not diminish the right of the Sheriff to make administrative changes in personnel to another shift, if he deems it necessary.

Section 9.6. Transfers. All reclassification transfers, whether inter-divisional or not, and work assignment transfers, excluding rank promotions, shall be administered in the following manner:

- (a) There are two types of transfers: (a) one classification to another called reclassification, and (b) one work assignment to another. Both types of transfers may be intra- and interdivisional. Transfers may be initiated by the employee or the Employer. In either case, all transfer decisions shall be pursuant to the lawful authority of the Sheriff and shall not be subject to challenge under the grievance and arbitration provisions herein.
- (b) All vacancies which are to be filled within a classification or work assignment position shall be posted, for informational purposes only, on the bulletin board within the department for a minimum of seven (7) days. Employees interested in such position(s) may make application by filling out the required forms as provided by the Co-Employers within the time period allowed.
- (c) Reclassification transfers. All applicants for a reclassification vacancy shall compete openly with all interested outside applicants and shall meet the same requirements as all other candidates without affording preference based upon their status as Sheriff Department employees.
- (d) Work Assignment Transfers. All applicants for a work assignment transfer shall be reviewed by the Sheriff who will consider, but not limited to, the following criteria: (i) the needs of the Department, (ii) the employee's experience, (iii) the employee's training, (iv) the employee's work record, and (v) the employee's seniority, and (vi) other criteria which may be indicated on the posting.
- (e) Temporary transfers of ninety (90) days or less shall not be posted.

## LEAVES OF ABSENCE

### Section 10.1. Personal Leave.

- (a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reasons for the leave. Approval shall be in writing by the Sheriff and the Personnel Officer.
- (b) Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Sheriff and the Finance Committee.

### Section 10.2. 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 in January of each year. Effective January 1, 2007, all full-time employees covered by this Agreement who have completed six (6) months of service shall be credited with eighty (80) hours of paid time off in January of each year.
- (b) For all new hires, upon completion of six (6) months of service, a full-time employee 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 completes probation. The amount of hours will be rounded to the nearest whole number of hours.
- (c) Paid time off for personal reasons must be requested at least four (4) days in advance of the date requested. The granting of paid time leave for personal reasons will conform to the manpower needs as determined by the Employer.
- (d) Paid time off without pre-approval shall be granted for emergency personal reasons, when an employee is unable to perform his duties because of illness or injury, pregnancy, or the illness or injury of the employee's spouse, child or parent. In cases where PTO is used for employee illness, injury, or pregnancy, or for the illness or injury of the employee's spouse, child or parent, medical certification will not be generally required to substantiate a leave of absence of three (3) consecutive working days or less; however, medical certification, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the use of PTO, may be required at the discretion of the Employer for each absence, regardless of duration, if the Employer has reason to believe that the employee is abusing his PTO privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

- (e) Paid time off days shall be charged against the employee's paid time off account in the amount taken. Paid time off may be taken in one (1) hour increments with the permission of the employee's supervisor.
- (f) Effective January 1, 2007, in the event the employee has exhausted his/her paid time off (PTO) bank, the employee shall be allowed to utilize up to 24 hours of his/her holiday bank per calendar year for the sole purpose of providing compensation for an absence due to the employee's illness upon presentation of medical certification, or in lieu thereof, a signed written statement from the employee setting forth reasons for the use of PTO. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- (g) 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. Time spent at doctor and dental appointments in excess of ten (10) hours per year shall be deducted from the employee's paid time off bank.
- (h) 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 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 holiday bank hours.

Example: An employee who is on the sick and accident plan and is receiving sixty-seven percent (67%) of his/her pay, may supplement the benefit with 13.2 hours weekly from their previously accrued sick leave, paid time off bank, holiday bank, or vacation leave.

Example: An employee who receives sick and accident plan benefits for twenty-six (26) weeks at sixty-seven percent (67%) of his/her pay will use a total of three hundred twelve (312) hours from their previously accrued sick leave, paid time off bank, holiday bank, or vacation leave to receive one hundred percent (100%) of their base pay for twenty-six (26) weeks.

- (i) Effective in December 2006 – At the end of each calendar year, an employee may elect to be paid for all unused PTO hours earned during the course of the year at the rate of 75% or the employee may add all the unused PTO to the employee's paid time off bank. No employee pension contribution will be deducted from the payments, and the payments will not be included in pension FAC. There shall be no limit on the number of hours an employee may have in his paid time off bank, which includes his previously accumulated sick leave bank.
- (j) The employee must telephone in and talk directly to a supervisor. The employee may not leave a message with Central Control or any other person instead of talking to a supervisor. Where the employee states that PTO is being used for emergency personal reasons, the employee must explain the emergency reasons.
- (k) Disability due to pregnancy shall be treated as any other disability.
- (l) Before an employee absent from his/her duties for twelve (12) consecutive days returns to work, he/she shall satisfy the Employer that he/she is fit to again perform his/her duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work from a layoff or leave of absence of any kind, Section 16.26 shall apply.

### Section 10.3. Sickness and Accident Benefits.

- (a) The Employer shall provide sickness and accident benefits for full-time employees covered by this Agreement. This coverage shall become effective following the completion of six (6) months of service.
- (b) 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 or after absence from work for forty (40) consecutive straight time hours for a qualified illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. Out patient surgery shall be considered hospitalization for purposes of coverage under this Section.

Example: If an employee has a cold and takes three (3) days of paid time off and subsequently the cold turns into pneumonia and the employee needs to be hospitalized for three (3) weeks, the employee would receive sickness and accident benefits retroactive to the first sick day and the three (3) days previously taken will be restored to the employee's paid time off account.

- (c) 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, or Workers' Compensation.



- (d) 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. Employees will be required to pay their portion of the pension contribution if they wish pension credit.
- (e) After the completion of one year of service with the Employer, employees shall have their insurance programs (hospitalization, dental, life, and vision) continued while receiving sickness and accident benefits, provided the employee makes the necessary premium co-payments.
- (f) Vacation leave shall continue to accrue while an employee is entitled to sickness and accident benefits as follows:
  - 1. 67% accrual if employee is only receiving sickness and accident benefits:
  - 2. 100% accrual if employee supplements sickness and accident benefits by paid time off, such as paid time off accrual, holiday banked-time, vacation, and previously accrued sick leave benefits.
- (g) An employee's final average compensation (FAC) under the Employer's retirement program shall be:
  - 1. the sickness and accident benefits shall be applied to the FAC;
  - 2. however, if the employee supplements the sickness and accident benefits with his paid time off benefits, such as paid time off accrual, holiday banked-time, vacation, and previously accrued sick leave benefits equaling one hundred (100%) of the employee's gross weekly wage, then the FAC will reflect same.
- (h) An employee's seniority shall continue to accrue while receiving sickness and accident benefits.

Section 10.4. Military Leave.

- (a) Any employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.
- (b) Any employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amount received for such training and the employee's regular salary or wage.

- (c) Any employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for the period set forth in County policy.

Section 10.5. Disability Plan. A disability plan shall become operative upon the expenditure of all of an employee's accumulated sick leave for a work-connected disability. Benefits shall be payable to age 65 at 60% (sixty percent) of an employee's monthly salary up to a maximum of \$3,500 per month, offset for Workers' Compensation, pension and social security benefits.

Section 10.6. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for a period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee receives from the Court, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employers, an employee must:

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

Section 10.7. Witness Leave. An employee legally subpoenaed as a witness in any criminal case in a court of law, to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. For each day that an employee serves as a witness when the employee would have otherwise worked, the employee shall receive his straight time regular rate of pay for eight (8) hours, up to a maximum of five (5) days (40 hours) per calendar year. In order to receive the regular rate of pay under the terms of this Section, an employee must:

- (a) Turn over to the Employer all compensation, fees, or monies received by the employee in return for the employee's service as witness (excluding mileage);
- (b) Give the Department Head reasonable advance notice of the time that the employee is required to report to court as a witness;
- (c) Give satisfactory evidence that the employee has served as a witness pursuant to the legal subpoena of the court on the date that the employee claims to be entitled to pay under the provisions of this Section; and

- (d) Return to work promptly after the employee is subpoenaed by the court to serve as a witness, if the employee is released by the court during the employee's regularly scheduled shift.

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

Section 10.8. Family and Medical Leave Act. The right to leave under the provisions under the Family Medical Leave Act of 1993 (FMLA) is acknowledged by the parties. The implementation of those rights shall in no way impair or reduce the rights of employees as set forth in this Agreement. In accordance with the provisions of the FMLA the Employer shall maintain, at the Employer's expense (subject to any applicable co-pay as set forth in this Agreement), the employee's current health plan benefits (life, dental and vision), during any periods of unpaid leave that qualify under the provisions of that Act. Employees may elect to use accumulated leave credits during periods of leave that qualify under the Family Medical Leave Act. The employee shall be allowed, upon the employee's request, to reserve and not use one-half of the employee's credited vacation and up to forty-eight (48) hours of credited holiday time at the time the employee requests the leave of absence under the Family Medical Leave Act. Subject to the following understandings:

- (a) The Family Medical Leave Act provides that FMLA qualifying leave(s) shall be limited to twelve (12) work weeks per twelve (12) month period. This twelve (12) month period shall be measured back from the first date the employee's FMLA qualifying leave begins.

Example: Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months. If an employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four weeks of leave could be taken. If an employee used four (4) weeks beginning February 1, 2006, four (4) weeks beginning June, 1 2006 and four (4) weeks beginning December 1, 2006, the employee would not be entitled to any additional leave until February 1, 2007. However, beginning on February 1, 2007, the employee would be entitled to four (4) weeks of leave, on June 1 the employee would be entitled to an additional four (4) weeks, etc.

Section 10.9. Bereavement Leave. Employees shall be entitled to bereavement leave, with pay to attend the funeral or attend to personal family matters when death occurs in the employee's immediate family according to the following schedule:

- (a) Spouse, children, father, mother, sister, brother, minor step-child: five (5) consecutive days.
- (b) Father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparents, grandchildren: three (3) consecutive days.

- (c) Aunts, uncles, step-brother, step-sister: one (1) day.

An employee who loses work from his regularly scheduled hours shall receive his regular straight-time rate of pay, exclusive of all premiums, for such lost time. Leaves under this Section shall include the day of the funeral.

An employee shall be entitled to additional time, deducted from the employee's paid leave, equivalent to air travel time, for deaths in the immediate family which are out of state.

The employee, with permission of the Employer, may take additional paid leave deducted from holiday, personal and/or vacation.

The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

The employee shall provide appropriate verification to confirm his eligibility for the provisions of this Section, if requested by the Sheriff.

Section 10.10. Worker's Compensation.

- (a) In case of work incapacitating injury or illness for which the employee is or may be eligible for disability benefit under the Worker's Compensation Law of the State of Michigan, such employee, with notice to the County Human Resources Director, shall be allowed salary payments, which, with his compensation benefit, equal his regular salary or wage. The period not to exceed twenty-six (26) weeks, after which accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's regular salary or wage. The maximum supplement under this Subsection shall not exceed a maximum of twenty-six (26) weeks during the employee's tenure with the Sheriff's Department.
- (b) An employee injured in the line of duty by gunshot or aggravated assault (an assault that is more serious than a common assault) shall be covered for a period of fifty-two (52) weeks. 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. The maximum supplement under this Subsection shall not exceed a maximum of fifty-two (52) weeks during the employee's tenure with the Sheriff's Department.
- (c) A bargaining unit member who is receiving worker's compensation from an injury such as the following:
  - 1. an assault,
  - 2. crashes while a passenger or driver of a conveyance,
  - 3. while attempting to detain or take individuals into custody,
  - 4. attempting to quell a riot or disturbance,

5. attempting a rescue,
  6. while performing first-aid function,
  7. conducting a search,
  8. firearms injury,
  9. authorized training which places the employee at a risk of physical injury shall continue to receive Employer-provided health insurance coverage for the duration of the worker's compensation leave.
- (d) Bargaining unit members who are on worker's compensation for any other reason shall receive the Employer-provided health insurance for a period of twelve (12) months after the exhaustion of all County paid leave.

## VACATIONS

### Section 11.1. Vacations.

Full-time employees at the County shall earn vacation leave with pay in accordance with the following schedule:

- (a) A new employee shall not be entitled to a vacation leave until completion of six (6) months of service at which time he shall be credited with forty (40) hours of vacation leave. On the next January 1 following completion of six (6) months of service the employee will be credited with a pro-rata amount of vacation hours at the rate of six and two-thirds (6-2/3) hours for each full month of service completed to December 31.

#### **Examples:**

1. An employee who is hired on March 1 earns 40 hours on September 1. Then on January 1 of the following year the employee will be credited with vacation hours based on the remaining months of the year which were: September, October, November and December. Four months times 6-2/3 will equal 26.7 hours. In effect the employee will have received 66.7 hours of vacation for ten months worked during the year.
  2. An employee who is hired on September 1 earns 40 hours on March 1. Then on January 1 of the following year the employee will be credited with vacation hours based on the remaining months of the year which are: March through December. Ten month times 6-2/3 will equal 66.7 hours. The employee will receive 66.7 hours of vacation for the year and a total of 106.7 hours for the 16 months worked.
- (b) An employee then begins to earn eighty (80) hours vacation for each year of employment through the seventh calendar year of employment.

- (c) An employee shall be entitled to one hundred twenty (120) hours vacation leave during the course of the eighth through the tenth calendar years or if seven years of service by December 31.
- (d) An employee shall be entitled to one hundred twenty (120) hours' plus eight (8) hours' vacation leave during the course of the eleventh (11th) calendar year.
- (e) An employee shall be entitled to one hundred twenty (120) hours plus sixteen (16) hours vacation leave during the course of the twelfth (12th) calendar year.
- (f) An employee shall be entitled to one hundred twenty (120) hours plus twenty-four (24) hours vacation leave during the course of the thirteenth (13th) calendar year.
- (g) An employee shall be entitled to one hundred twenty (120) hours plus thirty-two (32) hours vacation leave during the course of the fourteenth (14th) calendar year.
- (h) After an employee has been in the employment of the County for fifteen (15) consecutive years by December 31 of the current calendar year, he shall be entitled to one hundred sixty (160) hours' vacation leave.
- (i) Employees shall be entitled to improved vacation leave as indicated below:

<b>After</b>	<b>Hours of Vacation</b>
16 years service	168
17 years service	176
18 years service	184
19 years service	192
20 years service	200

Section 11.2 Vacation Requests.

- (a) An employee may, with approval, take his vacation(s) at any time in the year. On seniority bid, a minimum of four (4) Deputies and one (1) Sergeant on the day shift, four (4) Deputies and one (1) Sergeant on the afternoon shift, and three (3) Deputies and one (1) Sergeant on the midnight shift will be allowed on vacation at any one time in the main jail bid group; for each of the other bid groups, a minimum of one (1) member will be allowed on vacation at any one time (Work Release and Honor Camp to be considered one bid group). An employee may, at the option of the employee, accumulate eighty (80) hours vacation time to be carried into the following calendar year.
- (b) Vacation requests for all Divisions shall be made after the shift bids are known, but before the 3rd Monday in October. All Divisions will bid for shifts and vacations only once per year. This shall include summer and winter vacation bidding.

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- (c) Vacation requests must be made by the 3rd Monday in October in the year preceding the bid period requested. Personnel who make their requests by this date shall be granted vacation preference in accordance with bargaining unit or rank seniority, whichever is appropriate, among those in his division, shift and bid group.
- (d) Vacation bidding will be accomplished by the use of an employee's bargaining unit seniority. Employees holding the rank of sergeant shall use rank seniority for vacation bids.
- (e) Vacation request(s) submitted prior to the 3rd Monday in October for forty (40) or more consecutive vacation hours [excluding regular days off and holidays] will be granted subject to the following conditions, in accordance with bargaining unit or rank seniority, whichever is appropriate, among those in the departmental bid groups.
1. In the event that all of the requested forty (40) or more hours cannot be granted due to minimum staffing requirements or the needs of the department, the employee will be given the option of any day that is available within the requested period, or alternate forty plus (40+) hour blocks.
  2. After all personnel in the bid group have scheduled their (40+) forty plus hours, any request submitted by the 3rd Monday in October for two, three or four days will be granted by bargaining unit/rank seniority. This could be for vacation requests for any open summer vacation that would be in addition to the employees eligible time under the summer/winter vacation schedule.
- In the event that all of the requested days cannot be granted due to minimum staffing requirements or the needs of the Department, the employee will be given the option of any day that is available within the requested period, or alternate days equal to the original requested time off.
3. The vacation schedule will be completed by the first Monday in December to run from the first Monday in January until the first Monday of January in the following calendar year.
  4. Any vacation requests outside of the seniority bid period shall be granted on a first come first serve basis for any time period that has not been committed to vacation use by seniority bidding. Requests submitted on the same calendar day for identical days off shall be granted on the basis of bargaining unit/rank seniority. Any vacation granted on a first come first serve basis will conform to the manpower needs as indicated by the Division.
- (f) Summer/Winter Vacation Schedule: The following table illustrates the number of summer and winter vacation days the employee is eligible for, depending upon the length of continuous service years.

<b>Length of Service</b>	<b>Summer Vacation</b>	<b>Winter Vacation</b>
0 – 7 Years	56 Hours	Balance
8 – 12 Years	80 Hours	Balance
13 – 14 Years	96 Hours	Balance
15 – 19 Years	112 Hours	Balance
20 Years +	120 Hours	Balance

- (g) The summer vacation season will begin on April 15 and continue until September 30. Winter vacation season will be all other dates within the vacation bid period starting with the first Monday in January for the affected calendar year up to the first Monday in January of the following calendar year.

Section 11.3. Vacation Credits During Leaves of Absence. A full-time employee may be off payroll for up to one hundred seventy-three (173) hours in a calendar year without affecting vacation benefits. Any additional time off of payroll shall not be considered as days worked for the purposes of acquiring vacation credits, provided, however, the special circumstances may be considered by the Human Resources Director with the approval of the County Administrator.

Section 11.4. Vacation Pay.

- (a) An employee will be paid for the vacation period on the basis of the employee's regular straight-time rate at the time he takes his vacation.
- (b) An employee wishing to receive his vacation payment on the pay day preceding his vacation may apply to the Fiscal Services Director no later than three (3) weeks prior to that pay period.

Section 11.5. Payout of Vacation Upon Termination. Employees shall receive payment for all accrued, but unused vacation upon termination of their employment with the Employer including a pro-rated share of vacation for the year in which their employment with the Employer is terminated.

Section 11.6. Hospitalization During Vacation. If an employee is hospitalized as an inpatient during his vacation period and presents a physician's statement specifying the hospitalization date(s), the time involved in the hospital may be charged to the employee's accumulated paid time off bank and not to his vacation.

## **HOLIDAYS**

Section 12.1. Recognized Holidays. All full time employees will be credited on January 1 of each year with eight (8) hours of paid holiday bank time (a/k/a holiday bank) for each of the following recognized holidays:

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- |                           |                               |
|---------------------------|-------------------------------|
| 1. New Year's Day         | 6. Labor Day                  |
| 2. Martin Luther King Day | 7. Thanksgiving Day           |
| 3. Memorial Day           | 8. Day after Thanksgiving Day |
| 4. Independence Day       | 9. Christmas Eve              |
| 5. Veteran's Day          | 10. Christmas Day             |

The paid holiday bank hours (a/k/a holiday bank) shall be eighty (80) hours for all full time employees.

Section 12.2. Holiday Work. If an employee works on a recognized holiday, he shall receive time and one-half (1 ½) their straight time rate of pay for all hours actually worked on the holiday. Holiday work shall mean all hours of a shift, which begin on the calendar date of the recognized holiday will be paid at the holiday rate. Employees who work on a recognized holiday shall not have the holiday hours deducted from their holiday pay.

Employees who do not work on a holiday because it is their normal pass day shall not have holiday hours deducted from their holiday bank.

Section 12.3. Holiday Observance. Full-time employees who are not scheduled to work on a recognized holiday because it is a holiday (such as employees on administrative assignment as set forth in Section 8.2) and those employees who are assigned to the Courts (Transfer Crew and Court Security) shall receive their scheduled hours of pay deducted from their holiday bank. For purposes of this Subsection only, when one of the recognized holidays falls on a Sunday, the following Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section 12.4. Holiday Bank-Time Usages. Holiday bank-time shall be scheduled by the employee's supervisor on the employee's regularly scheduled long weekend as selected by the employee and at such other times as the supervisor determines would not interfere with the staffing needs of the Department. Between January 1 and July 1, an employee may take four (4) or more holidays. Holiday bank time may, at the request of the employee, be utilized if the employee's paid time off bank has been exhausted.

Section 12.5. Holiday Bank-Time Accrual.

- (a) Each year, an employee shall be allowed to bank all of his holiday bank-time credit for use and/or pension credited service upon retirement.
- (b) Should the employee leave the employ of the Employer or leave the bargaining unit for any reason except retirement, the employee shall be entitled to a holiday bank-time pay-out for the number of his accumulated banked holidays not exceeding forty-eight (48) hours, irrespective of the amount of holiday bank-time hours the member has accrued in past years.

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- (c) An employee's previously banked-time holidays and those accrued under this provision will continue to be used in the traditional manner and/or as a supplement to paid time off and/or sickness and accident benefits.
- (d) Upon retirement, the holiday bank-time hours shall be converted at the rate of one (1) month of credited service for every one hundred seventy-three (173) hours in the employee's holiday bank.
- (e) Holiday bank-time hours shall have an unlimited accumulation.

Section 12.6. Termination. In the event an employee terminates his employment prior to the date of the recognized holiday, but after he has taken the holiday, the value of such taken but unearned holiday shall be deducted from the last paycheck of the employee. Upon termination an employee shall be paid for any accrued holiday bank-time (not to exceed forty-eight [48] hours) and for each recognized holiday which occurred prior to the date of termination less any holiday bank-time taken by the employee.

## INSURANCE

### Section 13.1. Health Insurance.

All full time employees and eligible dependents shall be provided with Kent County Wellness PPO Plan and prescription drug plan (Appendix B).

- (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 (2 ½%) if the employee has participated in the wellness program and an additional two and one-half percent (2 ½%) if the employee is a non-smoker or is participating in a smoking cessation program. Provided however, if either or both credits are deemed unlawful and the Employer is unable to bring the credit program into compliance with the law, the Employer agrees to bargain over the applicable employee contribution credit(s).
- (b) As an alternative to the County health insurance program, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (Grand Valley 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 and the Association will continue to work together to assess and address issues concerning wellness and quality of care. This provision requires the parties' participation in identification of evidence-based quality measures and other strategies to educate consumers and ensure health care plan providers are responsible and accountable for providing the highest quality of care. The Employer will endeavor to continue its educational programs and activities to the members of the Association. The Employer shall also address the benefits of mail in prescription program and the cost savings to the member for doing so.
- (e) Section 125 Plan. All premiums for health insurance shall be pre-tax. Employees may elect to participate in the County's Section 125 plan.
- (f) The parties agree that either party may request to discuss plan design changes during the term of the Agreement in an effort to reduce health care premiums; no plan design change will be implemented unless mutually agreed upon.
- (g) Effective for the new premium rates effective 2007 and thereafter, the Union upon request shall be provided with the annual actuarial information upon which the new premium rates were established. In the event the Union questions the premium calculation, the Union may invoke the special conference procedure under 5.13, and the parties will undertake a good faith effort to reach a satisfactory resolution; either party may bring outside specialists/experts to the special conference meetings.

Section 13.2. Payment in Lieu of Health Insurance. Notwithstanding the provisions of Section 13.1, a full-time employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 13.1 and in lieu thereof, shall receive thirty-five (\$35.00) Dollars per pay period subject to the following:

- (a) The employee must provide proof of insurance coverage from some other source.
- (b) Notice of the intent to waive insurance must be sent to the Human Resources Director within thirty (30) days after the ratification of this Agreement by both parties 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 the death of a spouse, divorce, or the loss of coverage (not by selection) may return to provided health insurance program 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 health insurance shall not be paid to an employee whose spouse is covered by a County plan.

Section 13.3. Life Insurance. Effective January 1, 2010, the Employer shall pay the required premiums to provide each employee who has completed six (6) months of service a Forty Five Thousand Dollar (\$45,000) term life insurance policy with double indemnity; provided, however, that such life insurance shall only apply to deaths which are not compensable under the Worker's Compensation Laws of the State of Michigan or where the death benefits under such law is less than the said face amount of the policy.

Section 13.4. Supplemental Life Insurance. Employees may purchase an additional amount of supplemental term life insurance in Five Thousand (\$5,000) Dollar increments up to a maximum of One Hundred Fifty Thousand (\$150,000) Dollars through payroll deduction. The amount of payroll deduction for supplemental term life coverage equals the actual cost to the County. The purchase of supplemental term life insurance shall be subject to carrier rules.

Section 13.5. Pension. The present retirement plan for employees of the Department shall be continued and shall provide normal retirement benefits at two and one-half percent (2.5%) of the employee's annual compensation as defined in the plan after eight (8) years of continuous service with the Sheriff's Department. Employee contributions to the plan shall be six and one-half percent (6.5%) of their annual salary. Final average compensation shall be the best three (3) of the last five (5) years of service. The Employer has adopted Section 414(h) which includes Kent County Deputy Sheriff's Association bargaining unit members.

- (a) Required Employee Contributions. Effective August 22, 2002, the employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation and shall not exceed six and one-half (6 1/2%) percent of the employee's annual compensation. The annual amortized actuarial valuation shall be based on the actuarial assumptions and amortization periods established by the Board of Trustees of the Kent County Employees' Retirement Plan and Trust and the Kent County Board of Commissioners in their sole discretion. The cost of these benefits for 2002 is 3.28%.
- (b) Deferred Vested Benefit. An employee shall be vested in the plan after five (5) years of credited service.
- (c) Cost of Living. Effective July 1, 2002, and for employees who retire on or after July 1, 2002, a cost of living escalator is added to the pension plan which annually increases a retiree's pension benefit check by up to two (2%) percent compounded annually in January after three (3) full years of retirement. The calculations for the percentage increase are based on the CPI as set forth in the Kent County Employees' Retirement Plan and Trust. The cost will be paid by the bargaining unit members through increased payroll deductions and will be 3.43% of pensionable payroll for

payroll periods paid after June 30, 2002, and before July 1, 2017, and 1.38% of pensionable payroll thereafter.

(d) Purchase of Military Service. An employee who entered the armed service of the United States before January 1, 1980, or who entered the armed service of the United States after May 31, 1980, during a time of war or emergency condition as defined in Section 35.61 of the Michigan Compiled Laws, may elect to receive credited service for active military service subject to the following conditions:

1. Service credited under this Section will not be counted in determining a participant's or a beneficiary's eligibility for benefits, but rather, will be used solely in the calculation of the amount of benefits under the Plan.
2. Credit for military service cannot be obtained under this Section until a participant has earned a minimum of ten (10) years of credited service.
3. Only completed years and months of active military service will be credited under this Section up to a maximum of five (5) years. Service credited under this Section when added to service credited under the plan (credit for military leaves) may not exceed six (6) years.
4. Credit for military service provided under this Section will be given upon the payment by a participant to the plan of an amount equal to five (5%) percent of the participant's full time or equated full time annual compensation for the calendar year in which payment is made multiplied by the number of years, and fractional years of credited service that the participant elects to purchase.
5. Credit for military service provided under this Section will not be given if the military service is, or would be, credited under any other federal, state, or local publicly-supported retirement plan.

(e) Retirees, upon separation from County employment, shall be paid in cash for all current year's unused vacation days and for pro rata vacation earning for the subsequent year to a maximum of fifty (50) days.

(f) Section 2.01 (o)(3) of the Kent County Employees' Retirement Plan and Trust shall be modified to read as follows, with the changes as applicable to the KCDSA to be effective August 24, 2006:

(3) In the case of a participant accruing service under Section 5.05, the 60 consecutive month period used for determining the 36 consecutive months producing the highest average compensation will be the 60 consecutive month period ending on the date a workers compensation leave commences, except if the participant is a member of the Kent County Deputy Sheriff's Association, in which case the 60 consecutive months of compensation for final average salary includes:

(A) Up to 12 months of compensation imputed at the participant's base wage for period(s) during which the participant receives County-paid supplemental workers' compensation benefits and the participant pays the required participant contribution on the amount of the supplement; and

(B) Up to 12 months of compensation imputed at the participant's base wage for period(s) during which the participant receives supplemental payments from the participant's vacation, sick and other time bank and the participant pays the required participant contribution on the amount of the supplement.

The maximum amount of time in which wages will be imputed to base wage under Sections A and B above is 24 months.

- (g) For purposes of computing final average compensation, there shall be a total maximum cap of seven hundred fifty (750) hours of overtime worked applicable to periods of time on or after January 1, 2010 that are included in the final average compensation period.

In the event there is a portion of the total final average compensation period that preceded January 1, 2010 and that is therefore not subject to the overtime maximum cap, the 750 hour maximum cap shall be applied on a pro rata basis. (For example, if 2/3 of the total final average compensation period is subsequent to January 1, 2010 and therefore subject to the maximum cap, and 1/3 of the total final average compensation period preceded January 1, 2010 and is therefore not subject to the maximum cap, then a maximum cap of 500 hours would apply to the 2/3 period and no cap to the 1/3 period.)

Section 13.6. Dental Plan. The Employer shall provide a dental program for employees and their dependents. Benefits under the plan shall provide fifty percent (50%) of the dental fees incurred to be paid by the Plan up to a maximum of One Thousand Six Hundred Dollars (\$1,600) per family, with orthodontics subject to the 50/50 program and the \$1,600 maximum for all benefits under the Plan.

The dental plan shall provide for one hundred percent (100%) coverage for two (2) cleanings and one (1) set of x-rays per year, per family member. All other dental and orthodontics shall remain fifty (50%) percent and a total annual amount of One Thousand Six Hundred (\$1,600) Dollars.

Section 13.7. Retirement Bonus. An employee who retires under the Kent County Retirement Plan on or after July 1, 2002, (other than a deferred retirement) who as of the date of retirement has unused sick leave/paid time off shall receive pension service credit for all unused sick leave time/paid time off. The accumulated sick leave/paid time off bank will be converted into additional months or years of credited service at the rate of one (1) month of credited service for every one hundred seventy-three (173) hours in the sick leave/paid time off bank.

Section 13.8. Retiree's Health Insurance. In lieu of any payout for accumulated sick leave under Section 10.3, and notwithstanding Section 13.7, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan in accordance with the following:

- (a) Employees who retire on or after January 1, 2004, who have a minimum of twenty-five (25) years of service or employees who receive a duty disability retirement on or after January 1, 2004, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members up to a maximum of Two Hundred Fifty (\$250.00) Dollars 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 Two Hundred Fifty (\$250.00) Dollars 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.
- (b) For employees who retire on or after January 1, 2007, the maximum shall be increased from \$250.00 per month to \$300.00 per month. Retirees may further opt to add optical coverage for themselves and/or spouses and dependents, subject to carrier's rules for retirees, by reimbursing the County for the additional premium cost applicable thereto.
- (c) For employees who retire on or after January 1, 2009, the maximum shall be increased from Three Hundred (\$300.00) per month to Three Hundred Fifty (\$350.00) per month. Retirees may further opt to add optical coverage for themselves and/or spouses and dependents, subject to carrier's rules for retirees, by reimbursing the County for the additional premium cost applicable thereto.
- (d) Employees who retire on or after July 1, 2002, 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 twenty-five (25) years not to exceed the single subscriber rate including the Medicare supplement.
- (e) 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, provided the surviving spouse is receiving pension from the County.
- (f) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending on the death of the employee.
- (g) 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, are not paid by the employee.
- (h) 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 13.1.
- (i) Retirees shall be allowed to switch hospital/medical coverage during the regular annual open enrollment period(s).

Section 13.9. Self-Insurance. The Employer reserves the right to select the insurance carrier or to establish a self-insurance health care program, which will provide the same or equivalent benefits insofar as possible except as to the administration of such health care program.

Section 13.10. Coordination of Benefits. All medical and dental programs shall provide for coordination of benefits among members of the same family employed by the Employer.

Section 13.11. Vision Plan. The County will provide a vision plan which is administered by Vision Service Plan, to be made available to all bargaining unit members.

The plan will provide for glasses or contacts each year if there has been a prescription change.

Section 13.12. Deferred Compensation. The Kent County Deferred Compensation Plan (457) is an Employer-sponsored retirement plan that allows employees to supplement retirement income by investing pre-tax dollars through a payroll deduction. The Employer's Deferred Compensation Plan will provide for a minimum contribution of Twenty-five (\$25.00) Dollars per pay period.

## WAGES

Section 14.1. Classification and Rates. Attached hereto, and marked Appendix A is a schedule showing the classification and wage rates of the employees covered by this Agreement. Salary steps are based on the County's pay plan and intervals for advancement provided therein. Salaries are annual based on 2080 hours.

Section 14.2. Anniversary Date Definition. For purposes of progressing from one salary step to the next, and not for any other purposes, the following shall apply:



- (a) Anniversary date shall mean the date on which an employee has completed six (6) months of service and the corresponding date in each year thereafter unless changed due to promotion, demotion, leave of absence, withholding of merit increase, separation or rehire.
- (b) If an employee is on a leave of absence for a period of thirty (30) days or more, his anniversary date will be adjusted by the length of time the employee was on the leave of absence.
- (c) If the employee is transferred or promoted outside the bargaining unit, the employee's anniversary date will be adjusted by the length of time the employee was outside the bargaining unit.

## **LAYOFF AND RECALL**

Section 15.1. Layoff Procedure. The Employer may lay off employees whenever it deems such action to be necessary, including, by way of illustration only and not by way of limitation, a reduction in the work force due to a shortage of work or funds, the abolition of positions, changes in departmental organization or for other reasons. Whenever practicable, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the employee is capable of performing the work and/or normal attrition, but if deemed necessary by the Employer, layoffs will be utilized. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- (a) If a notice of reduction in the work force is given pursuant to this Section, the Employer, upon request, will meet with the Association to discuss the impact of such layoff.
- (b) The parties acknowledge that there are many non-paid volunteers or cooperative programs with pay that function in association with the Sheriff's Department. The parties agree that in the event of a layoff within the bargaining unit, these programs may continue in effect, but the Employer agrees that the hours of work now scheduled for the reserves and cadets shall not be increased. The parties agree, in accord with this Subsection, that the hours of work now scheduled for the Cadets and Reserves at the time of signing of this Agreement is a total of five hundred sixty (560) hours per week.
- (c) Probationary employees shall be the first employees to be laid off providing that the more senior employees have the experience, qualifications and present ability to perform the required work. The next employee to be laid off shall be the employee with the least bargaining unit seniority or rank seniority in the classification or rank affected by the layoff, provided however, that the remaining senior employees have the experience, qualifications and the present ability to perform the required work. Further layoffs shall be accomplished by the inverse order of bargaining unit seniority or rank seniority in the classification or rank affected, provided that the

remaining senior employees have the experience, qualifications and present ability to perform the required work.

- (d) Upon being laid off, a sergeant shall be in lieu of layoff, demoted to a Corrections Officer position, provided, however, that he has the required qualifications and that he has greater bargaining unit seniority than the employee he is replacing.
- (e) Upon being laid off, the Scientific Support Unit Team Leader shall in lieu of layoff, be demoted to a Scientific Support Unit Specialist provided, however, that he has the required qualifications and that he has greater bargaining unit seniority than the employee he is replacing.

Section 15.2. Recall. Employees who are laid off from their classification or who are demoted in lieu of layoff, if they have recall rights, shall be recalled to their former classification or rank, in order of their bargaining unit seniority or rank seniority, whichever the case may be, when the workforce is to be increased, provided that the employee has the experience, qualifications and present ability to perform the required work.

Section 15.3 Notice of Layoff. Employees to be laid off indefinitely shall be given at least thirty (30) calendar days' prior notice; however, if it is impossible or impractical to give such notice, this shall not restrict the Employer from implementing a layoff with less notice.

Section 15.4. Super Seniority. Notwithstanding his or her position on the seniority list, the President of the Association shall, in the event of a layoff, be continued at work as long as there is work for which he is qualified to perform and shall be recalled to work in the event of a layoff to the first vacancy in the Department provided he/she is qualified to perform the required work.

Section 15.5. Notice of Recall. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address. The Association shall be notified of the names of the employees to be recalled at the same time notices are sent to the employees to assist in contacting the recalled employees.

## MISCELLANEOUS

Section 16.1. Mileage. Reimbursable mileage shall be the published IRS rate.

Section 16.2. Dog Handlers. Dog handlers will receive an annual allowance of One Hundred Fifty Dollars (\$150.00).

Section 16.3. Clothing Allowance. Non-uniformed Corrections Officers and Sergeants shall receive a clothing allowance, paid quarterly, at an annual amount of Four Hundred (\$400.00) Dollars per year.

Section 16.4. Bulletin Board. The Employer shall provide bulletin board space for the posting of Association notices; provided, however, the Employer shall have the right to police the bulletin boards for offensive materials. E-mail may be utilized by the Association consistent with County Policy to post notices of meetings, elections, and other Association notices.

Section 16.5. Uniforms and Equipment. Uniforms and equipment shall be furnished by the Employer. Such uniforms and equipment shall be of the proper police specifications and sizes commensurate with the needs and safety of the Officers.

Section 16.6. 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. Non-uniformed Corrections Officers and Sergeants shall receive forty (40) "chits" per quarter (one hundred sixty [160] per year).

Section 16.7. Dual Employment. No employee shall be employed at other employment which will be a conflict of interest or impair his performance as a Sheriff Department employee. Written permission from the Sheriff must be obtained before other employment may be taken.

Section 16.8. Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be used if it would result in the layoff of bargaining unit employees or a reduction in straight-time hours of bargaining unit employees. Such employees shall not be subject to the terms of this Agreement.

Section 16.9. Pro-rata Benefits. Paid sick leave, longevity, and vacation benefits recited herein are predicated on an employee's working a full-time schedule on a basis of two thousand eighty (2,080) hours during a twelve (12) month period. Paid sick leave, Worker's Compensation leave of absence where benefits are being paid, for a period up to one year; paid leaves of absence, and vacation shall be considered as a day of work (8 hours). Any employee who is absent from work due to an unpaid leave of absence or layoff shall receive these benefits if otherwise eligible on a pro-rata or reduced basis which shall be the ratio of his straight-time hours of work to a full-time schedule of two thousand eighty (2,080) hours (all overtime hours shall be excluded).

Section 16.10. Subcontracting. If the Employer subcontracts work formerly performed by bargaining unit employees and jobs are lost as a result thereof, the Employer agrees to negotiate with the Association concerning the impact of such subcontracting.

Section 16.11. Indemnification. Whenever a claim is made or a civil action is commenced against an officer or employee of the County for injuries to persons or property caused by the negligence of the officer or employee while in the course of employment and while acting within the scope of his/her authority, the County, to the extent permitted by law, agrees to pay for, engage, or furnish the services of an attorney to advise the officer or employee as to the claim and to appear for and represent the officer or employee in the action. The County may compromise, settle or pay any claim before and after the commencement of any civil action.

Section 16.12. Gender. The male gender shall also include the female gender and vice versa.

Sections 16.13. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 16.14. New Job Classifications. When and if the Employer creates a new job classification, it shall establish responsibilities thereof, set the qualifications, and rate of pay therefore, and advise the Association. If, after a special conference is held, the Association disagrees with the rate of pay, it may file a written grievance with respect thereto, provided the grievance is filed within ten (10) days following such special meeting. If as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created.

Section 16.15. Substations. In the event that the Employer should establish substations which require manning, the personnel shall be solicited from volunteers first. In the event that voluntary personnel with the required training and experience are insufficient, assignment of qualified personnel shall be made by the Sheriff after giving consideration to the needs of the Department and the personal circumstances of the officers involved.

Section 16.16. Multi-forum Waiver. It is the intent of the parties that multiforums should be avoided. Therefore, the Association and the employee involved hereby waives any right to arbitration in this Agreement if the employees challenge the Employer's action under the provisions of any veteran's preference legislation. If arbitration is elected, the employee thereby waives any statutory right which may be provided under such legislation.

Section 16.17. Light Duty. Any light duty assignment permitted by the Sheriff, for reasons of temporary physical or mental disability, shall be as determined by the Sheriff in his sole discretion and shall not be subject to challenge and shall not be subject to the Grievance and Arbitration Procedure provided herein.

Section 16.18. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 16.19. A.D.A. Waiver. When either the Employer or the Association engages in compliance efforts as set forth in the Americans with Disabilities Act (ADA), including reasonable accommodation with the Federal Age and Disability Act, neither shall be held liable for any deprivation of contract rights suffered by an employee affected by the compliance efforts.

Section 16.20. Employee Assistance Program. The County Employee Assistance Program shall be offered and provided to all bargaining unit members.

Section 16.21. Employee Tuition Reimbursement Program. All full-time employees with one year of full-time service are eligible for the Employee Tuition Reimbursement Program.

- (a) Courses must be job related, part of a degree program related to the employee's position or related/leading to career advancement within the County structure.
- (b) Tuition reimbursement is based on the availability of funds and is made on a first-come, first-served basis.
- (c) Employees are limited to a maximum reimbursement of nine (9) credit hours per year.
- (d) The County will only pay the actual institutional cost per credit hour, not to exceed Two Hundred (\$200.00) Dollars per credit hour, or as provided by County policy.
- (e) Employees must sign an agreement stating that if they voluntarily leave the County's employment within one (1) year of completing a reimbursed course, one hundred (100%) percent of the tuition will be repaid to the County and fifty (50%) percent will be repaid if the employee leaves within two (2) years of completing courses.

Section 16.22. Health Programs.

- (a) HIV and HBV Testing. The parties acknowledge that, under Public Act 57 of 1997 (MCLA 333.5131, et seq) Corrections Officers who have received training in the transmission of blood-borne diseases may request that an arrestee, inmate, parolee, or probationer be tested for HIV infection, HBV infection, and/or HCV infection in the event the Corrections Officer determines that he or she has sustained a percutaneous, mucous membrane, or open wound exposure to the blood or body fluids of an arrestee, inmate, parolee, or probationer. In the event such test is requested, pursuant to Section 5204, the Employer agrees to pay the reasonable and customary charges of such test, as well as the confirmation test to be administered sixty (60) days from the date of the last injection.
- (b) Tuberculin Test. A tuberculin skin test shall be administered every three (3) years at a place and time as arranged by the Employer and at no expense to bargaining unit members who have worked for the Employer two (2) or more years. Bargaining unit members shall have the option of securing the test or X-ray elsewhere at their own

expense. All bargaining unit members not able to take the skin test or those with positive tuberculin skin tests shall have X-rays immediately at a place and time designated by the Employer and at Employer expense.

- (c) Influenza Immunization. The Employer shall offer to employees an opportunity to have the influenza immunization, subject to the availability of the influenza vaccine, at a time and place designated by the Employer at no cost to the employee.

Section 16.23. COLES Certification. The Employer may pay the cost of tuition for attendance at a Police Academy ("Academy") for up to two (2) non-probationary employees per year covered by the parties Collective Bargaining Agreement, subject to the following conditions:

- (a) Non-probationary employees must submit to the Sheriff a letter of interest to attend the Academy by the deadline which is posted by the Department.
- (b) The selection of employees for payment of Academy tuition cost shall be within the sole discretion of the Sheriff. The Sheriff's decision shall be final and not subject to review or challenge through the parties' Collective Bargaining Agreement or otherwise.
- (c) The employee shall be paid wages, and receive benefits, as provided under the parties' Collective Bargaining Agreement, while attending the Academy. However, no overtime shall be paid for hours attending the Academy.
- (d) Upon completion of the Academy and certification from the Commission on Law Enforcement Standards ("COLES"), the employee shall continue to serve in the employ of the Kent County Sheriff's Department for not less than two (2) consecutive calendar years following COLES certification.
- (e) In the event the employee voluntarily terminates his employment with the Kent County Sheriff's Department, or is terminated for just cause within one (1) year of completing the Academy, one hundred (100%) percent of the cost of the Academy will be repaid to the County and fifty (50%) percent will be repaid if the employee leaves within two (2) years of completing the Academy.

Section 16.24. Utility Services Team (UST).

- (a) Except as provided in this Subsection, USOs are subject to all the terms and conditions of this Agreement, economic as well as non-economic, relating to Corrections Deputies. When not assigned to USO duties, USOs are assigned the general duties of Corrections Deputies.
- (b) The Corrections Division Utility Services Team is a equipped and trained group of uniformed officers. Being a member of this team is not a duty assignment in and of itself, but a supplement to daily required activities. The UST is responsible to carry out any divisional task that requires the use of a duty weapon. These duties include,

but are not limited to, all out of building transfers, hospital guard duty and perimeter/site checks. UST members will be equipped with bulletproof fitted vests, portable PT's, 40 caliber weapon, gas or foam, handcuffs, gun belt and handcuff case, baton and will be allowed a back-up weapon approved by their commanding officer.

- (c) Assignment as a Utility Service Officer (USO) is subject to the provisions of Section 9.6.
- (d) Presently, eighteen (18) Corrections Deputies are assigned as USOs.
- (e) A Corrections Deputy may be assigned to USO duty if:
  - 1. He or she has qualified for use of a duty weapon;
  - 2. He or she has completed the course of training provided by the Sheriff for USOs; and
  - 3. If required by state or federal statute he or she must have a valid CCW permit paid for by the County.

Section 16.25. Medical Certificates and Examinations.

- (a) Employees requesting a leave for sickness or injury for an extended period of time or a continuation of sickness may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. Should the Employer require a second opinion from a physician, the Employer shall pay the cost of such second opinion. In the event of a dispute, Section 16.26, Medical Arbitration, shall apply.
- (b) In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his job, the Employer may require a medical or psychological examination at its expense and, if cause is found, require the employee to take or remain on a sickness leave of absence. In the event of a dispute, Section 16.26, Medical Arbitration, shall apply.

Section 16.26. Medical Arbitration. In the event of a dispute involving an employee's physical or mental ability to perform his job and the Employer is not satisfied by the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its own choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third doctor chosen by the employee's doctor and the Employer's doctor. The Employer and the Union shall share the cost of this report equally.

Section 16.27. Retroactivity. Unless otherwise specified in this Agreement, all provisions of this Agreement shall become effective upon the date of ratification by the County Board of Commissioners. Retroactive pay shall only be paid to those bargaining unit employees on the active payroll of the County on the date of ratification by the County Board and those employees who were promoted outside the bargaining unit or who retired from the active service with the County on or after January 1, 2009.

Section 16.28. Residency. Employees hired after August 24, 2006 shall be required to reside within twenty-four (24) miles of the border of Kent County.

## DURATION

Section 17.1. Termination. This Agreement shall continue in full force and effect until December 31, 2011. Notice to modify, alter, amend or renegotiate or change, or any combination thereof, the provisions of this Agreement shall be given no later than sixty (60) days nor earlier than ninety (90) days prior to the expiration of the Agreement. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Human Resources Director or to any address as the Association or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15<sup>th</sup> day of December, 2010.

KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

Michael S. Yozaly

R.B. [Signature]

Mark Marton

[Signature]

A. [Signature]

[Signature]

COUNTY OF KENT

[Signature]

[Signature]

[Signature]

KENT COUNTY SHERIFF

Laurence A. Steh



**APPENDIX A**

The following wage scales shall be effective on the dates indicated:

<b>1/1/2009</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
Corrections Officer /	\$44,532.80	\$45,864.00	\$47,528.00	\$49,712.00	\$53,560.00	\$57,075.20	\$62,171.20
Support Unit Specialist	\$21.41	\$22.05	\$22.85	\$23.90	\$25.75	\$27.44	\$29.89
Sergeant /						\$65,644.80	\$71,489.60
SSU Team Leader						\$31.56	\$34.37

<b>1/1/2010</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
Corrections Officer /	\$45,531.20	\$46,904.00	\$48,588.80	\$50,835.20	\$54,766.40	\$58,364.80	\$63,564.80
Support Unit Specialist	\$21.89	\$22.55	\$23.36	\$24.44	\$26.33	\$28.06	\$30.56
Sergeant /						\$67,121.60	\$73,091.20
SSU Team Leader						\$32.27	\$35.14

<b>1/1/2011</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
Corrections Officer/	\$46,446.40	\$47,840.00	\$49,566.40	\$51,854.40	\$55,868.80	\$59,529.60	\$64,833.60
Support Unit Specialist	\$22.33	\$23.00	\$23.83	\$24.93	\$26.86	\$28.62	\$31.17
Sergeant /						\$68,473.60	\$74,547.20
SSU Team Leader						\$32.92	\$35.84

Economic Impact/2009-2011 KCDSA Pay Scale.xls

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Appendix B

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>Deductible</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>Out-of-Pocket Max for Coinsurance</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>GVHMO Office Visit</b>	\$10	-	\$10	-	\$20	-
<b>Traditional Plan</b>	Eliminate		Eliminate		Eliminate	
<b>Prescription Drugs</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

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# LETTER OF UNDERSTANDING

No. 93-2

DATED: 7-15-93

SUBJECT: Alcohol & Drug Testing Policy

The parties agree as follows:

## Prohibitions:

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

## Condition of Employment:

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

## Consequences for Violation of this Policy:

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

Last Chance Agreement:

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

The Last Chance Agreement provides that an employee may return to employment under the following conditions:

- (a) The Employee acknowledges in writing that he has a substance abuse problem.
- (b) The Employee successfully completes an Employer approved, supervised detoxification treatment program.
- (c) The Employee agrees in writing to remain free of alcohol/drug use and strictly complies with the Employer's Alcohol and Drug Policy.
- (d) The Employee is subject to automatic discharge for any violation of the Last Chance Agreement or this policy while on the Last Chance Agreement, and the employee and Association waive the right to grieve and arbitrate such discharge.

Purposes:

The purposes of this policy are:

- (a) to establish and maintain a healthy and safe working environment for all employees;
- (b) to ensure the reputation of the Kent County Sheriff's Department and the County of Kent and its employees as good, responsible citizens;
- (c) to reduce accidental injury to person(s) or property;
- (d) to reduce absenteeism, tardiness, and indifferent job performance; and

- (e) at the Employer's sole discretion to provide assistance towards rehabilitation for affected employees in appropriate cases.

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Reasonable Suspicion Testing:

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

- (a) under the influence, impaired, or otherwise affected by the use of drugs/alcohol, or
- (b) is currently possessing on the Employer premises (or in the Employer's vehicle[s]) unauthorized drugs/alcohol, or
- (c) has sold, used, distributed drugs/alcohol on or off the Employer's premises or attempted the same.

The Employer may require the employee to go to a medical clinic to provide specimens for laboratory testing. He shall also sign an authorization for the release of these medical records to the Employer. A refusal to provide a specimen will constitute a presumption of guilt and the employee may be subject to discharge. If the employee is unable to produce 60 ml of urine, he shall be given fluids to drink and shall remain at the collection site under observation until able to produce a 60 ml specimen, or until eight (8) hours have passed. At the Employer's discretion alternative testing may be administered, such as blood, or Hair Follicle (RIAH) method for the purpose of detection of the employee's use of unauthorized use of prescription drugs, illegal drugs, controlled substances, and/or alcohol.

Chain of Possession Procedures/Split Sample Procedure:

At the time specimens are collected for any testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled, and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The two (2) containers shall be sealed in the employee's presence and the employee given the opportunity to initial the containers and witness his social security number placed on the containers. Both shall then be forwarded to an approved laboratory for testing. If an employee is told that the 1st sample tested positive, the employee may, within 72 hours of receipt of actual notice, request that the 2nd specimen be forwarded by the first laboratory to another independent and unrelated, approval

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laboratory of the parties' choice for confirmatory testing of the presence of the drug. If the employee refuses to comply with this procedure, it shall be a presumption of guilt and the employee may be subject to discharge.

Laboratory Accreditation:

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

Certification of Test Results:

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

Leave of Absence:

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

Random Testing:

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

Confidentiality:

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

Specimen Retention:

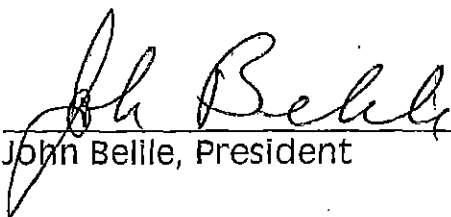
All specimens deemed "positive" by the laboratory must be sealed and retained, by the laboratory if possible, for a period of one (1) year.

Laboratory Methodology:

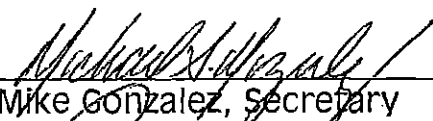
Approved testing techniques known at the time for specimen testing of blood, urinalysis and hair follicle shall be employed.

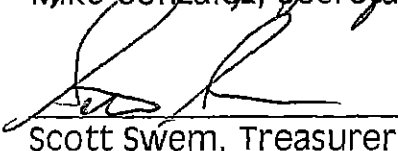
KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT

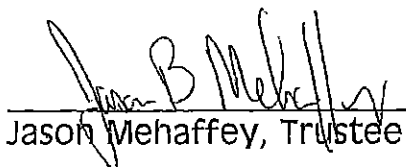
  
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John Belle, President

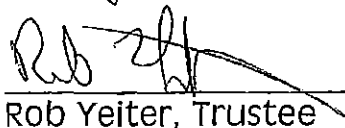
  
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Lonny Hall, Vice President

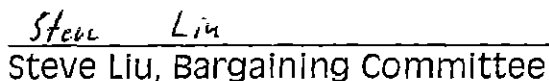
  
\_\_\_\_\_  
Mike Gonzalez, Secretary

  
\_\_\_\_\_  
Scott Swem, Treasurer

SHERIFF OF KENT COUNTY

  
\_\_\_\_\_  
Jason Mehaffey, Trustee

  
\_\_\_\_\_  
Rob Yeiter, Trustee

  
\_\_\_\_\_  
Steve Liu, Bargaining Committee



# LETTER OF UNDERSTANDING

No. 97-4  
Modified August 22, 2002

DATED:

SUBJECT: Application of Section 9.5, Shift Preference, to the Scientific Support Unit

The parties agree to a trial period concerning the Work Schedule for SSU employees. The current workweek of ninety-nine (99) hours with seven (7) on-call days consists of sixty-nine (69) on-call hours.

The trial period work schedule shall extend the workweek to one hundred twenty-two (122) hours with three (3) on-call days with forty-six (46) on-call hours.

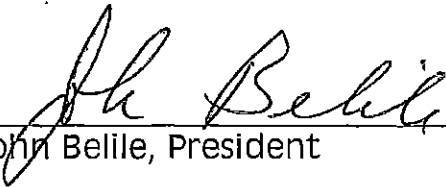
The trial period shall be pursuant to the following guidelines:

1. The trial period shall commence as soon as administratively possible and shall continue for three (3) months.
2. The trial period shall include three (3) separate shifts to be bid according to seniority. One (1) eight (8) hour first shift, two (2) ten (10) hour second shifts, and three (3) eight (8) hours night shifts.
3. Two (2) SSU Specialists will be assigned the first shift and will work Monday through Friday with a work schedule of 7:00 a.m. to 3:00 p.m.
4. Two (2) SSU Specialists will be assigned to second shift and shall work four (4) of the days, Monday through Friday, on a ten (10) hour shift, 2:00 p.m. to 12:00 midnight, with at least one regularly scheduled Specialist per shift, Monday through Friday.
5. The SSU Specialist(s) assigned to work the night shift will work the following eight (8) hours shifts: Sunday 6:00 p.m., Monday 2:00 a.m., and Tuesday through Thursday 12:00 midnight to 8:00 a.m.

6. The members of the Scientific Support Unit will decide the rotation of the on-call member.
7. The schedule for the SSU Supervisor shall be posted weekly according to the needs of the SSU.
8. At the conclusion of the three (3) month trial period, the parties will meet to determine if the trial period shall be abolished, expanded, extended or discontinued.

KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT

  
\_\_\_\_\_  
John Belile, President


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Lonny Hall, Vice President

\_\_\_\_\_  
Mike Gonzalez, Secretary

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Scott Swem, Treasurer

SHERIFF OF KENT COUNTY

\_\_\_\_\_  
Jason Mehaffey, Trustee

  
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Rob Yeiter, Trustee

  
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Steve Liu, Bargaining Committee

# LETTER OF UNDERSTANDING

No. 97-5

Dated:

Subject: Past Practice Regulating Payment of Overtime in Work Weeks  
Which Include Use of Sick leave

The parties agree as follows:

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

Under the practice of the parties, any overtime worked before a sick day is paid as straight time (including eight (8) hours for the sick day).

Under the practice of the parties, any overtime hours worked after a sick day are paid at one and one-half (1½) times rate (sick days count eight (8) hours straight time for the week's total).

The practice is illustrated by the December 7, 1981, letter from former Undersheriff James R. Dougan, to Dale Sommers, Deputy Controller:


	Monday	Tuesday	Wednesday	Thursday	Friday	
1.	8	sick	10	8	8	= 40 hours straight; 2 overtime
2.	8	10	sick	8	8	= 42 at straight time
3.	8	10	sick	10	8	= 42 straight; 2 overtime
4.	10	sick	10	sick	8	= 44 at straight time

The parties agree that this illustration is fair and accurate. The parties agree to continue this practice and to be bound by it.

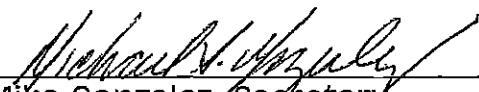
This Letter of Understanding will be null and void effective December 31, 2002, with the institution of the Paid Time Off benefit.

KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT

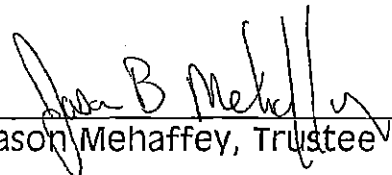
  
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John Belile, President


  
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Lonny Hall, Vice President

  
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Mike Gonzalez, Secretary

  
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Scott Swem, Treasurer

SHERIFF OF KENT COUNTY

  
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Jason Mehaffey, Trustee

  
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Rob Yeiter, Trustee

  
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Steve Liu, Bargaining Committee

# LETTER OF UNDERSTANDING

No. 97-7

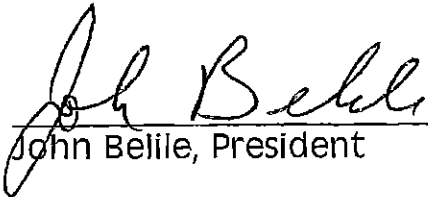
DATED:

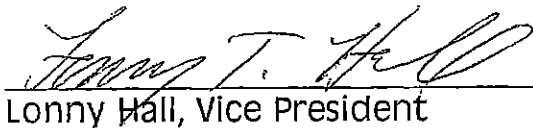
SUBJECT: Implementation of Section 2.2, Committee Lost Time

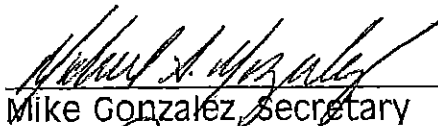
The parties agree that employee members of the bargaining committee will be allowed time off of their shift by the Employer for time spent in negotiations if it does not result in overtime. In the event that the committee member cannot be released because overtime would be required, the parties agree that the committee member will have the option of trading shifts with fellow members. In the event that this option is not available, the parties agree that the Kent County Deputy Sheriff's Association will be allowed to reimburse the Employer in order to allow the committee members to be present for contract negotiations. The second paragraph of Section 2.2 will in fact result in pre-planning by and between the Sheriff and the Association President in future negotiations with the intent as to how the parties will implement Section 2.2 in the future.

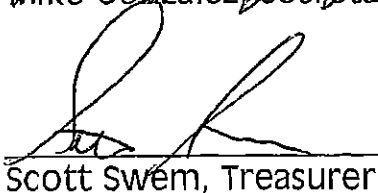
KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT

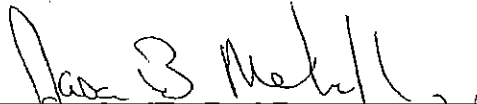
  
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John Belile, President

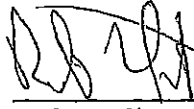
  
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Lonny Hall, Vice President

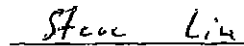
  
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Mike Gonzalez, Secretary

  
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Scott Swem, Treasurer

SHERIFF OF KENT COUNTY

  
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Jason Mehaffey, Trustee

  
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Rob Yeiter, Trustee

  
\_\_\_\_\_  
Steve Liu, Bargaining Committee

RECEIVED

DEC 14 1999

LETTER OF UNDERSTANDING

ADMINISTRATOR

No. 99-1

Subject: Transfer Crew and Court Security

This Letter of Understanding, dated December 1, 1999, is by and between the County of Kent and the Sheriff of Kent, hereinafter referred to as the "Employer" or "Sheriff;" the Kent County Law Enforcement Association, hereinafter referred to as "KCLEA;" the Police Officers Association of Michigan, hereinafter referred to as "POAM;" and the Kent County Deputy Sheriff's Association hereinafter referred to as "KCDSA."

WITNESSETH

WHEREAS, on December, 15, 1985, then Sheriff Philip J. Heffron caused to issue a Policy to be made a part of every Deputy's Departmental Policy Manual, reporting:

In the past, the department has applied for and preserved Police Officer Certification of the State of Michigan, for those officers working in Corrections, who have been certifiable when hiring into the Corrections Division. The above will no longer be the policy of this department.

Effective December 15, 1985 for any deputy working in the Corrections Division of the Kent County Sheriff Department, who does not have "Police Officer Certification" from M.L.O.E.T.C. (sic), the department will not apply to M.L.O.E.T.C. (sic) or grant Police Officer Certification, by virtue of that deputy working in the Corrections Division of this Department.

For any future Deputies hired into the Corrections Division who are either certified or certifiable, the position of Deputy Sheriff, Kent County Corrections, will not gain or retain Police Officer Certification as recognized by M.L.E.O.T.C. (Emphasis in Original).

WHEREAS, at all times prior to July 16, 1996, the KDCSA was the exclusive bargaining representative of all employees performing the work in the Transfer Crew and Court Security: and

WHEREAS, Sheriff had designated the Transfer Crew and Court Security to be work assignments and not job classifications; and

WHEREAS, the Sheriff has required MLEOTC certification for the past several years for Deputies to be eligible for the work assignments to the Transfer Crew and Court Security; and

WHEREAS, the Sheriff has utilized for several years Deputies from both the Corrections Division and Patrol Division who were certified, utilizing the work assignment transfers found in Section 8.6 of the Collective Bargaining Agreement between the Sheriff, County of Kent and the KCDSA; and

WHEREAS, on May 23, 1996, as a settlement of a Petition, MERC Case No. R96 C-45, filed by the Police Officers Association of Michigan for certification of all Act 312 eligible employees then represented by the KCDSA, the KCLEA, POAM, Employer, and KCDSA agreed that the representation of the employees assigned to the Transfer Crew and Court Security would continue by the KCDSA; and

WHEREAS, on July 16, 1996, the Employment Relations Commission in Case No. R96 C-45 certified the Police Officers Association of Michigan as the exclusive representative of all employees in a unit at the Kent County Sheriff's Department, excluding the Sheriff, Undersheriff, Captains, Lieutenants, Polygraph Examiners, and those employees classified and/or occupying the position of Corrections Sergeant, Corrections Officer, Transfer Officer, Court Security Officer, seasonal, part-time, and irregular employees, employees represented in other collective bargaining units, and all other employees; and

WHEREAS, on May 2, 1997, in MERC Case No. C96 L-300, in resolution of an Unfair Labor Practice filed by the KCLEA and POAM, the Sheriff agreed, among other things, to initially solicit volunteers for assignment to the Transfer/Court Security and in the event that there were no volunteers, the Sheriff may exercise his right to assign personnel to the Transfer/Court Security Crew for a period of time not to exceed twelve (12) months; and

WHEREAS, on September 5, 1997, the KCLEA and the Sheriff entered into a Letter of Understanding providing that vacancies that occur in the Transfer/Court Security Work Assignments that are to be staffed by the Road Patrol Division shall be



filled by the day shift with a period of assignment of ninety (90) days absent sufficient volunteers; and

WHEREAS, on December 11, 1997, the KCDSA and the Employer entered into a Collective Bargaining Agreement for the time period of December 11, 1997, through December 31, 2000, with retroactive wages to January 1, 1997; and

WHEREAS, on September 14, 1998, during a telephone conference between Elections Officer Robert Strassberg from the Employment Relations Commission; Tom Drenth, counsel for the Employer; James DeVries, business agent for KCLEA and POAM; and Dan Hankins, counsel for KCDSA, Mar. DeVries reported that the Petitioner, POAM and KCLEA, did not desire to have the Transfer Crew and Court Security in KCLEA and POAM bargaining unit; and

WHEREAS, the Petition pending before the Michigan Employment Relations Commission was placed on hold pending a meeting between representatives of the KCLEA, POAM, Sheriff, and KCDSA; and

WHEREAS, on October 9, 1998, a meeting was held between the following representatives of the parties:

Roger Zoppa, President, KCLEA

James DeVries, business agent POAM and KCLEA

Mike Dubay, KCLEA

Jim Loughrin, KCLEA

Dennis VanTassel, KCLEA

Dan Hankins, general counsel, KCDSA

John Belile, President, KCDSA

Tom Drenth, Labor Relations Manager/Attorney for the County of Kent and Sheriff of Kent County

Undersheriff James Porter

Sheriff James Dougan; and

WHEREAS, after lengthy discussions protesting the transfer and assignment of KCLEA and POAM bargaining unit employees to the Transfer Crew and Court Security; and

WHEREAS, the KCDSA handed out its survey responses from its members in the Corrections Division in which forty-nine (49) Corrections Division employees indicated they would be interested in being assigned to the Transfer Crew and Court Security; and

WHEREAS, on May 24, 1999, representatives of KCLEA/POAM, KCDSA, and the Sheriff met to review this document and the staffing needs of the Transfer Crew/Court Security; and

WHEREAS, it was determined that currently the Corrections Division does not have sufficient staff who meet the certification requirements to immediately take over the total staffing of the Transfer Crew and Court Security; and

NOW, THEREFORE, the parties agree as follows:

1. The Sheriff agrees that Corrections Division personnel will exclusively staff the Transfer Crew/Court Security position. The KCLEA/POAM, and KCDSA, and the Sheriff agree that, in so far as practicable, the Transfer Crew/Court Security positions shall be staffed in the following manner:

Corrections Divisions Personnel-60%  
Road Division Personnel-20%  
Remaining 20% may come from either division

The Sheriff will determine the number of personnel assigned to the Court Security and Transfer Crew.

2. The Sheriff shall rescind the December 15, 1985, Policy previously established by then Sheriff Heffron regarding the Obtaining/Retaining of Certification, as it applies to the Corrections Division.
3. The Sheriff shall issue a new Policy whereby the Office of the Sheriff shall apply for and preserve Police Officer certification for those Corrections Division employees who currently and continue to meet the certification standards.
4. Corrections Division employees who had previously received certification shall, if they desire to be considered for the Transfer Crew or Court Security assignment, comply with the acts and rules governing the selection, employment, training, and certification of law enforcement officers in the State of Michigan, such as but not limited to, the waiver of training program application, meet candidate qualifications, and meet the competence and performance examinations after the waiver of training program.

11/11

5. The Sheriff will determine the number of correction officers whose C.O.L.E.S. certification will be maintained by the department.
6. The parties acknowledge that recognition of certification of correction officers by the Sheriff does not mean automatic assignment to the Transfer Crew and Court Security detail.
7. The Sheriff reserves the right and sole discretion notwithstanding COLES certification of an individual employee, be it the KCLEA/POAM or KCDSA bargaining unit to determine the assignment to the Transfer Crew/Court Security consistent with the staffing percentages set forth in paragraph one (1) of this letter of understanding.
8. If a KCLEA/POAM bargaining unit member is displaced from the Transfer Crew/Court Security detail by a KCDSA bargaining unit member or vice versa, he will be allowed to exercise his seniority rights under his respective collective bargaining agreement in regards to shift bidding and layoffs.
9. The parties agree that this Letter of Understanding shall become part of the Collective Bargaining Agreements that are entered into by and between the Sheriff, County of Kent and KCDSA: and by and between the Sheriff and County of Kent and the KCLEA and POAM.
10. Staffing of the vacancies within the Transfer Crew/Court Security shall be on a voluntary basis through the posting procedures outlined in the respective collective bargaining agreements. In the event, there are an insufficient number of volunteers, the Sheriff reserves the right to involuntarily transfer. An involuntary transfer shall not exceed a period of more than three (3) continuous calendar months commencing January of each year. An involuntary transfer from the Road Patrol Division shall be filled by the Road Patrol day shifts. Day shift personnel may request to remain on the Transfer Crew/Court Security assignment(s) for a longer duration of time at the discretion of the Sheriff.
11. Notwithstanding paragraph (1), the Sheriff reserves the right to assign members of the KCLEA/POAM bargaining unit to the Transfer Crew/Court Security detail to fill in for temporary vacancies in the event these are insufficient numbers of COLES certified corrections officers available to perform the required work.

12. Vacation Bidding shall be accomplished in the following manner: Under the existing staffing levels during the seniority vacation bid period, one (1) vacation slot shall be allocated for the Corrections Division and one (1) vacation slot shall be allocated for the Road Patrol Division. After the seniority vacation bid process is completed, vacations granted shall be on a first come first serve basis amongst all of the personnel assigned to the Transfer Crew/Court Security. Same day requests for vacations at the same time after the seniority bid shall be granted by applying the department seniority of the employees.
13. Employees assigned to the Transfer Crew/Court Security detail shall be subject to their respective collective bargaining agreements.
14. Union dues and/or service fees will be transmitted to the employees incumbent union.
15. The KCLEA/POAM will dismiss Employment Relations Commission Petition UC98 H-35. The KCLEA/POAM agree that the positions of Transfer Crew/Court Security are properly within the Correction Division.
16. This agreement is subject to approval by the Executive Boards of the KCLEA/POAM, KCDSA, and the Office of the Sheriff.
17. This agreement may be modified by the parties at any time notwithstanding the expiration dates of the respective collective bargaining agreements.

KCLEA/POAM

*[Handwritten signature]*  
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 \_\_\_\_\_

County of Kent  
*[Handwritten signature]*  
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 \_\_\_\_\_

KCDSA

*[Handwritten signature]*  
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 \_\_\_\_\_  
 \_\_\_\_\_

Kent County Sheriff

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 \_\_\_\_\_

*[Handwritten mark]*

LETTER OF AGREEMENT  
No. 2001-1

Subject: Security Enforcement Officers

This Letter of Understanding, dated June 1, 2001, is by and between the County of Kent and the Sheriff of Kent, hereinafter referred to as the "Employer" or "Sheriff," and the Kent County Deputy Sheriff's Association, hereinafter referred to as the "KCDSA."

WITNESSETH

WHEREAS, the Employer acknowledges that front door security has been provided by a contract with the Nation Wide Security Company at the Hall of Justice, 300 Monroe, NW; and

WHEREAS, a new Courthouse is being constructed by the County of Kent at 180 Ottawa, NW; and

WHEREAS, on December 19, 2000, the Employer notified the KCDSA that it desired to replace the Nation Wide Security Company personnel at the new Courthouse and employ COLES certified or certifiable Officers in a part-time status of employment and that same would have no impact on the employment of KCDSA members serving in the capacity of Court Security Officers in the new Courthouse; and

WHEREAS, on or about March 14, 2001, the KCDSA, through its general counsel, requested a special conference with the Employer concerning the building security at the new Courthouse; and

WHEREAS, on March 22, 2001, the Employer provided counsel's office with a copy of the narrative given to the Board of Commissioners regarding the additional staffing required for the new Courthouse and a job description of the classification "that will be responsible for the new staffing required at the entrance of the Courthouse"; and

WHEREAS, on April 17, 2001, the Employer representative provided counsel's office with a copy of the action request, narrative and report given to the Board of Commissioners regarding the additional staffing required for the new Courthouse which included the recommendation from the Kent County Sheriff's Office; and

WHEREAS, the new position requests—County Courthouse—proposed that the Security Enforcement Officer(s) (SEO) were estimated at 11,000 hours per year as part-time employees; and

WHEREAS, the job classification/description for SEO provided that the new part-time employees would:

--maintain security in the Kent County Courthouse, Court facilities, and County facilities as assigned; and

--be engaged in routine and special assignments as received from supervisors; and

--maintain order and security in Courtrooms, Court facilities, and/or other County facilities; and

--escort judges, court personnel, witnesses and jurors to and from the Courthouse and Court facilities as necessary to ensure their safety; and

WHEREAS, on May 14, 2001, the KCDSA and the Employer met with the KCDSA reporting that the job classification/description of the proposed part-time SEOs for the new Courthouse included some of the job duties currently being performed by Corrections Officers assigned as Court Security Officers to the Hall of Justice; and

WHEREAS, the KCDSA requested voluntary recognition by the Employer of the job classification/description of SEO which the Employer declined; and

WHEREAS, the parties met again on June 1, 2001, with the Employer stating:

--its intent for the job duties of the part-time SEO is to provide adequate security for the entrance and lobby of the new Courthouse as reported on December 19, 2000; and

--its intent was not to replace any KCDSA members; and

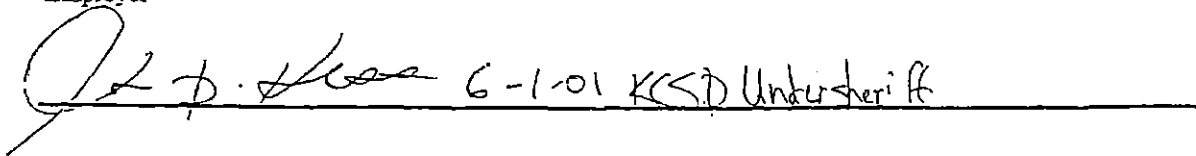
--that the job classification/description reflecting that the proposed SEOs are responsible for ensuring that all individuals admitted to the Courthouse, Court facilities and/or other County facilities would be amended to add language excluding all correctional facilities and Courtroom's; and

--that the job classification/description reflecting that the proposed SEOs escort judges, Court personnel, witnesses and jurors to and from the Courthouse and Court facilities would be stricken.

NOW, THEREFORE, IT IS AGREED as follows:

1. The Employer agrees that the proposed part-time SEO job classification/description created 6-2-00 will be amended to delete "maintains order and security in Courtrooms, Court facilities" and will specifically exclude any SEO in any County correctional facility; and delete "escorts judges, court personnel, witnesses and jurors to and from the Courthouse and Court facilities as necessary to ensure their safety."
2. The Employer agrees that the proposed part-time SEOs will not be used to replace KCDSA members who are sick, on vacation, or any other type of leave status.
3. The Employer agrees that the proposed part-time SEOs will not displace KCDSA members.
4. The Employer agrees that the proposed part-time SEOs will not be used to reduce the payment of overtime or premium pay to KCDSA members.
5. The Employer agrees that the hours of the proposed part-time SEOs shall be approximately 11,000 hours per year as reported to the Kent County Board of Commissioners.
6. The KCDSA agrees not to pursue representation of the proposed part-time SEOs as long as the Employer maintains that the SEOs will not perform the job duties and/or responsibilities performed by Corrections Officers, including those assigned to Court Security or Court Transfer.
7. The KCDSA agrees that the proposed part-time SEOs may be utilized at the 63<sup>rd</sup> District Court to monitor non-custody Court proceedings.
8. Upon request of the KCDSA, the parties agree to review this Letter of Understanding no later than nine (9) months after the opening of the new Courthouse to determine if non-certified part-time SEOs can be utilized from the KCDSA retirees, and any other matters which the parties desire to address.

Employer

  
\_\_\_\_\_

WV

*Steve Fales*

ACTING PRESIDENT KCDSA 6-1-01

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KCDSA

*John D. Hesse* Under Secretary KCSD

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# LETTER OF AGREEMENT

2001-2

Subject: WORK SCHEDULE FOR KCDSA MEMBERS ASSIGNED TO THE COURT SECURITY AND TRANSFER CREW

This Letter of Understanding, dated September 25, 2001, is by and between the County of Kent and the Sheriff of Kent, hereinafter referred to as the "Employer" or "Sheriff" and the Kent County Deputy Sheriff's Association, hereinafter referred to as the "KCDSA."

## WITNESSETH

WHEREAS, pursuant to Letter of Understanding No. 1999-1, dated December 1, 1999, members of the KCDSA are assigned both to the Transfer Crew and the Court Security Unit; and

WHEREAS, a new Courthouse has been constructed by the County of Kent at 180 Ottawa, NW, City of Grand Rapids; and

WHEREAS, the new Courthouse hours of operation call for the building to be staffed starting at 0800 until 1800 hours each day, Monday through Friday; and

WHEREAS, the Transfer Crew and Court Security Unit Deputies have been working eight (8) hour shifts with one shift commencing at 0800 until 1600 hours or 0900 until 1700 hours; and

WHEREAS, on July 31, 2001, the Commanding Officer of the Transfer Crew and Court Security Unit, Lieutenant Bruce Partridge, directed a memorandum to Captain Steve Van't Hof, a copy of which is attached hereto and made a part hereof, providing alternate



work schedules for the Transfer Crew and Court Security Unit; and

WHEREAS, on August 14, 2001, Lieutenant Partridge again directed a memorandum to Captain Steve Van't Hof titled, "Overtime Reduction Plan--Implementation Evaluation," a copy of which is attached hereto and made a part hereof; and

WHEREAS, on September 13, 2001, Lieutenant Partridge directed a memorandum to Undersheriff Jon Hess and Captain Steve Van't Hof titled, "Kent County Courthouse Schedule," which is attached hereto and made a part hereof.

NOW, THEREFORE, IT IS AGREED as follows:

1. Effective on or about October 1, 2001, the work schedule for the Transfer Crew and Court Security Unit Deputies shall consist of three shifts. They are:

A. 0800 through 1800 hours--4/10 hour days.

Days off would rotate forward with a four (4) day weekend every 5<sup>th</sup> week.

B. 0800 through 1600 hours--5/8 hour days.

Traditional Monday through Friday schedule.

C. 0900 through 1700 hours--5/8 hour days.

Traditional Monday through Friday schedule.

2. Deputies shall be allowed to bid their shift preference according to seniority.

3. A bid system will be designed so that the Employer can accomplish the certified/non-certified Deputies pairing for the Transfer Crew.

4. For scheduling purposes, the 4/10 shift Deputies shall be assigned a letter "A" through "E" with days off rotating ahead one day per week.

5. The Employer <sup>May</sup> ~~shall~~ <sup>up to 10</sup> combine the 82 Ionia location and the 180 Ottawa Court Security Unit and allow <sup>DEPT</sup> ten (10) Deputies to bid the 4/10 schedule.

6. The Employer <sup>May</sup> ~~will~~ <sup>DEPT</sup> combine the three (3) control center assignments with three (3) positions on the Transfer Crew and allow five (5) non-certified Deputies and three (3) certified Deputies to bid for the Transfer Crew assignment on the 4/10 schedule. This allows the Employer to have three (3) non-certified Deputies rotate through the central control assignment and the remaining non-certified Deputies to be paired with the three (3) certified Transfer Unit Deputies.

~~7. The balance of the Court Security Unit will have a work schedule of 0900 through 1700 hours, Monday through Friday. Delete 10/11/2001 DEPT.~~

~~8. The four (4) remaining Transfer Crew Deputies will have a work schedule of 0800 through 1600 hours, Monday through Friday. Delete 10/11/2001 DEPT.~~

9. A total of <sup>up to 18</sup> ~~eighteen~~ (18) Deputies <sup>May</sup> ~~shall~~ <sup>DEPT</sup> be allowed to bid the 4/10 rotation.

10. The parties agree that the experimental period for these work schedule changes involving Transfer Crew and Court Security Unit will be from a period commencing on or about October 1, 2001, through December 31, 2002. The shift bid will then be consistent with the timelines set forth in the Collective Bargaining Agreement by and between the Employer, the Sheriff and KCDSA.

11. At the time of this Letter of Understanding, each Deputy receives ninety-six (96) hours of holiday pay in accord with Section 11.1 of the parties Collective Bargaining Agreement (effective December 11, 1997, through December 20, 2000, and extended by mutual assent until a successor agreement is reached).

Employees on the (E) ten plan, who would normally be scheduled to work but for the holiday, <sup>10-11-2001</sup> shall have 10 hours of holiday pay deducted from their holiday bank. <sup>DET</sup>

~~12. Deputies shall automatically receive eight (8) hours per holiday. In the event the affected employee desires ten (10) hours paid holiday, he/she shall notice same on their daily.~~ <sup>De/2 to 10/11/2001 DET</sup>

13. Vacation bidding for the Transfer Crew and Court Security Unit Deputies shall be in accord with Sections 10.1 through 10.6, of the parties' Collective Bargaining Agreement referred to in Paragraph 11:

14. The parties agree and understand that as this experimental work schedule is implemented, unanticipated concerns and/or problems may arise which would result in the parties meeting in a special conference to bring resolution.

15. The parties agree to meet and confer regarding the continuation of this work schedule as set forth above on or about March 31, 2002.

IN WITNESS WHEREOF, the parties have set their hand and seal on the date set forth below.

COUNTY OF KENT

SHERIFF OF KENT COUNTY

Frank Klus (gmg)

Date: 10/11/01

[Signature]

Date: 10-11-01

KCDSA

[Signature]

Date: 10-11-01

10/11

TO: Captain Steve Van't Hof  
FROM: Lieutenant Bruce Partridge  
DATE: July 31, 2001  
RE: Overtime Reduction Plan

Presently the group of Transfer Crew Officers (10) assigned the transportation responsibilities work an 8 hour shift five days a week, starting at 0800 hours. The Court Security Officers also work an 8 hour shift with three (3) of them starting at 0800 and four (4) of them starting at 0900 hours in order to provide extended coverage until 1700 hours in the present Hall of Justice.

Most Circuit Courts remain in session until 1700 hours with several judges occasionally continuing passed 1730 hours. The new courthouse hours of operation call for the building to be staffed by security officers until 1800 hours every day. In order to better control our overtime expenditures and accomplish this goal, I would make the following recommendations:

Plan A

1. Post a 10 hour day schedule for the Transfer Crew Officers and assign each two person team letters A thru E. Days off would rotate ahead one day per week on a continuous cycle.
  - Instead of paying 8 hours of overtime every day when officers work until 1700 hours, we would have 8 officers available until 1800 hours every day with no overtime commitment.
  - Post an additional 9 to 5 / 8 hour day transfer shift.
    - This would ensure maximum crew strength of five 2-person teams on duty every day.
    - Prison runs leaving the Kent County Jail are accomplished after the Court transfers leave in the morning.
    - The work day is still extended by one hour for this 9 to 5 crew and this is where the overtime expenditures are occurring.

2. Schedule supervisors in this fashion.
  - A. Sergeant M – Th 0700 – 1700 hours
  - B. Lieutenant T – Th 0800 – 1800 hours  
Fri 0700 – 1700 hours

Alternate the Sergeant and Lieutenant between the A & B schedule.

- Supervisors would then be on duty during all but two hours of the entire week.
    - It is desirable to have a supervisor available at all times of building operation.
    - It is difficult at times to have the Transportation Sergeant leave at 1500 hrs (present shift 0700 – 1500 hrs – 5 days per week), as this occurs right in the middle of all afternoon court sessions.
    - To work an 8 hour day and have supervision coverage until 1800 would require one supervisor to begin an 8 hour work day at 1000 hours.
    - Vacations would be easier to cover without overtime on a 10 hour day schedule.
3. Court Security Officers would continue to bid between a 0800 – 1600 hour shift and 0900 – 1700 hour shift.

#### Plan B

1. Assign twelve (12) officers to the Transfer Crew portion of the unit.
  - Six (6) officers to bid 0800 – 1600 hr shift.
  - Six (6) officers to bid 0900 – 1700 hr shift.
2. Post a 1000 – 1800 hr shift for four (4) Court Security Officers.
  - This would provide end of the day coverage for building operations and extended court activities.
  - Also provide officers for jury deliberations and prisoner transfers that occasionally occur after 1700 hours.

TO: Captain Steve Van't Hof  
FROM: Lieutenant Bruce Partridge  
DATE: August 14, 2001  
RE: Overtime Reduction Plan  
- Implementation and Evaluation

#### TRIAL PERIOD

I would propose that this plan be implemented for a minimum of 6 months commencing 10/1/01 and re-evaluated on or about 3/31/02. Certainly, a longer evaluation period of one year would be desirable.

#### OFFICER PLACEMENT

Placement on this trial schedule could be accomplished in the following manner.

- On 9/10/01 distribute a "bid slip" and allow as many officers as interested to bid for the 4/10 rotation.
- The Transfer Crew will be allotted five 10 hour slots for certified officers and five 10 hour slots for non-certified officers.
  - Transfer Crew would be allotted two Monday thru Friday 9-5 eight hour slots for one certified and non-certified officer.
  - The Court Security unit would be staffed with as many officers working four/10 hour days as interested and can be scheduled.

#### VACATION SCHEDULING

Vacation time including holiday leave is now credited and deducted from an officer's bank as it is earned or used. Instead of using eight hours of vacation leave at a time, ten hours would be used and since a work week always includes one regular pass day; a weeks vacation would be 40 hrs of vacation leave taken plus one regular day off.

Vacation leave taken in a minimum of 2 hr increments would still be allowed.

Vacation hour accrual for the purpose of this trial period would remain the same but may require a slight adjustment should this schedule become a permanent part of our operation.

## VACATION ALLOCATION

With the addition of nine full time employees to the Transfer Crew/Court Security unit we would allow up to four officers vacation leave at any one time. If all officers have the maximum accrued vacation as identified in the labor agreement; that would require 145 weeks of vacation leave granted annually.

Identifying the summer vacation period as beginning with the first Monday in April thru the first Monday in October, increasing our vacation allocation to four officers would allow 104 weeks or approximately 71% of the officers vacation to be taken during the summer vacation period.

We would continue our practice of allowing additional officers vacation leave depending upon the summer court schedule. Presently, as many as six officers at a time have been granted vacation leave during popular summer vacation weeks and the week between Christmas and New Years. Minimally, the 14 weeks between Memorial Day and Labor Day would allow us to grant vacation leave of 56 weeks or approximately 40% of the officers vacation accrual.

## EVALUATION

At the end of the identified trial period the relative success of this venture would be measured by the following factors:

- A number of officers available for peak court activity and security functions.
- Scheduling of personnel.
- Overtime monies spent.
- Relative employee satisfaction.

Transfer Crew/Court Security  
Survey Bid Form A

Please fill out the following 3 Shift Preference/Vacation Preference Bid Forms as if they were the posted Transfer Crew/Court Security shifts beginning 01/01/02. This survey will guide us in determining which scheduling options are most compatible with officers' preferences. Rank in order 1 = most preferred.

Name \_\_\_\_\_ Seniority \_\_\_\_\_  
Date \_\_\_\_\_

Shift Preference

\_\_\_\_\_ 0800 – 1800 hrs 4/10 hr days  
Days off would rotate forward with a 4 day weekend every 5<sup>th</sup> week.

\_\_\_\_\_ 0800 – 1600 hrs 5/8 hr days  
Traditional M-F schedule

\_\_\_\_\_ 0900 – 1700 hrs 5/8 hr days  
Traditional M-F schedule

Vacation Requested

Summer/Winter Vacation shall be bid according to the following schedule:

<u>Length of Service</u>	<u>Summer Vacation</u>	<u>Winter Vacation</u>
0 – 7 years	7 days	balance
8 – 12 years	10 days	balance
13 – 14 years	12 days	balance
15 – 19 years	14 days	balance
20 years plus	15 days	balance

Summer \_\_\_\_\_  
\_\_\_\_\_

Winter \_\_\_\_\_

M/L



Transfer Crew/Court Security,  
Survey Bid Form B

Please fill out the following 3 Shift Preference/Vacation Preference Bid Forms as if they were the posted Transfer Crew/Court Security shifts beginning 01/01/02. This survey will guide us in determining which scheduling options are most compatible with officers' preferences. Rank in order 1 = most preferred.

Name \_\_\_\_\_ Seniority  
Date \_\_\_\_\_

Shift Preference

\_\_\_\_\_ 0800 – 1600 hrs 5/8 hr days  
Traditional M-F schedule

\_\_\_\_\_ 0900 – 1700 hrs 5/8 hr days  
Traditional M-F schedule

\_\_\_\_\_ 1000 – 1800 hrs 5/8 hr days  
Traditional M-F schedule

Vacation Requested

Summer/Winter Vacation shall be bid according to the following schedule:

<u>Length of Service</u>	<u>Summer Vacation</u>	<u>Winter Vacation</u>
0 – 7 years	7 days	balance
8 – 12 years	10 days	balance
13 – 14 years	12 days	balance
15 – 19 years	14 days	balance
20 years plus	15 days	balance

Summer \_\_\_\_\_  
\_\_\_\_\_

Winter \_\_\_\_\_

11/4

Transfer Crew/Court Security  
Survey Bid Form C

Please fill out the following 3 Shift Preference/Vacation Preference Bid Forms as if they were the posted Transfer Crew/Court Security shifts beginning 01/01/02. This survey will guide us in determining which scheduling options are most compatible with officers' preferences. Rank in order 1 = most preferred.

Name \_\_\_\_\_ Seniority \_\_\_\_\_  
Date \_\_\_\_\_

Shift Preference

\_\_\_\_\_ 0800 – 1800 hrs 4/10 hr days  
Days off would rotate forward with a 4 day weekend every 5<sup>th</sup> week.

\_\_\_\_\_ 0900 – 1700 hrs 5/8 hr days  
Traditional M-F schedule

\* Note – No 0800 ÷ 1600 shift \*

Vacation Requested

Summer/Winter Vacation shall be bid according to the following schedule:

<u>Length of Service</u>	<u>Summer Vacation</u>	<u>Winter Vacation</u>
0 – 7 years	7 days	balance
8 – 12 years	10 days	balance
13 – 14 years	12 days	balance
15 – 19 years	14 days	balance
20 years plus	15 days	balance

Summer \_\_\_\_\_

Winter \_\_\_\_\_

10/3

Courthouse Deputy Schedule

82 Ionia . 2 (1 – 7:00 AM-5:00 PM 1 – 8:00 AM-5:00 PM)  
180 Ottawa . 8 (8 – 8:00 AM-6:00 PM)  
10  
-2 Regular days off  
8 On duty  
-2 82 Ionia  
6 180 Ottawa

NC – Central Control - 2 D, E  
NC – Transfer - 3 A, B, C\* \*relief  
C – Transfer - 3 A, B, C

N/C C, D, E would rotate thru Central Control position

When D & E's are off an extra 10 hr Transfer Deputy would be on duty.

W/S

TO: Undersheriff Jon Hess, Captain Steven Van't Hof  
FROM: Lieutenant Bruce Partridge  
DATE: September 13, 2001  
RE: Kent County Courthouse Schedule

Upon approval of the KCDSA and the Sheriff's Department Administration the following schedule will take effect for the Transfer Crew/Court Security Unit.

Deputies will be allowed to bid their shift preference according to seniority. A bid system will be designed so we can accomplish the certified/non-certified officer pairing for the Transfer Crew.

For scheduling purposes the four/ten shift officers will be assigned a letter-A thru E with days off rotating ahead one day per week.

We would combine the 82 Ionia location and the 180 Ottawa Court Security Unit and allow ten officers to bid the four/ten schedule.

We would then combine the three Control Center assignments with three positions on the Transfer Crew and allow five non-certified officers and three certified officers to bid for the Transfer Crew assignment on the four/ten schedule. That would allow us to have three non-certified officers rotate through the Central Control assignment and the remaining non-certified officers to be paired with the three certified Transfer Unit Deputies.

The balance of the Court Security Unit would work a 9 to 5 shift and the four remaining Transfer Crew Officers would bid a 8 to 4 shift.

A total of eighteen deputies would be allowed to bid the four/ten rotation during this experimental period.

# LETTER OF UNDERSTANDING

No. 02-1

Dated: 1-18-02

Subject: Access

The parties agree as follows:

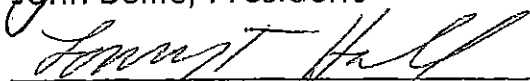
Association representatives may upon approval have up to three (3) minutes to meet with each shift of employees during the briefing period, which will not be unreasonably denied. The Employer agrees that upon approval, Association representatives will be permitted access to recruits following their scheduled shift.

KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

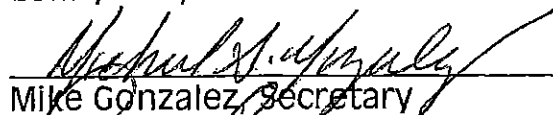
COUNTY OF KENT



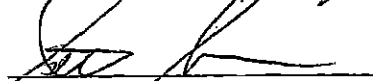
John Bellile, President



Lonny Hall, Vice President

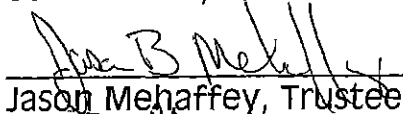


Mike Gonzalez, Secretary

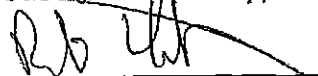


Scott Swern, Treasurer

SHERIFF OF KENT COUNTY



Jason Mehaffey, Trustee



Rob Yelter, Trustee



Steve Liu, Bargaining Committee

# LETTER OF UNDERSTANDING

No. 02-2

Dated: 1-18-02

Subject: Section 9.6(2), Transfers

The parties agree as follows:

Examples of the work assignments that qualify for posting pursuant to Section 9.6(2), Transfers, of the Collective Bargaining Agreement include, but are not limited to:

## **Work Assignments**

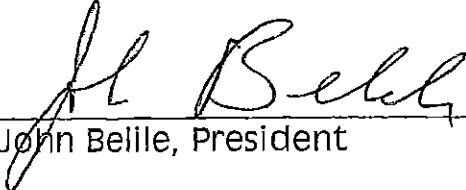
1. Video Court
2. Classification Officers
3. Background Investigators
4. Honor Camp
5. Work Release Center
6. Transfer Crew
7. Court Security
8. Trainer
9. Records Bureau
10. Classification Sergeant
11. Honor Camp Sergeant
12. Work Release Sergeant
13. Transfer Sergeant

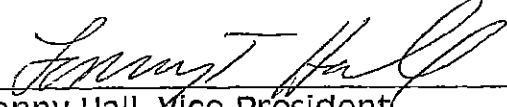
## **Duty Assignments**

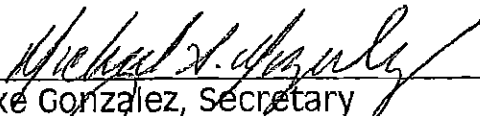
15. Utility Services Team Officers
16. Honor Guard


KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT

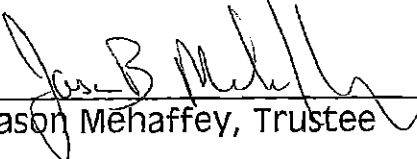
  
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John Belille, President

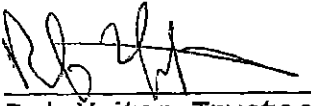
  
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Lonny Hall, Vice President

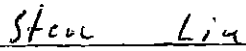
  
\_\_\_\_\_  
Mike Gonzalez, Secretary

  
\_\_\_\_\_  
Scott Swern, Treasurer

SHERIFF OF KENT COUNTY

  
\_\_\_\_\_  
Jason Mehaffey, Trustee

  
\_\_\_\_\_  
Rob Yeiter, Trustee

  
\_\_\_\_\_  
Steve Liu, Bargaining Committee

# LETTER OF UNDERSTANDING

No. 02-3

Dated: 5-29-02

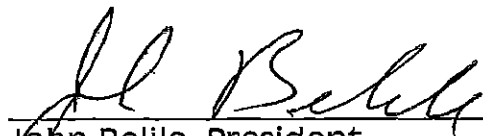
Subject: Section 2.9, Leave for Association Business

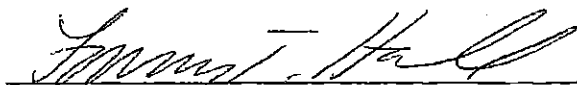
The parties agree that when members of the Association Executive Board are granted Leave for Association Business in accord with Section 2.9, the leave will be paid as follows:

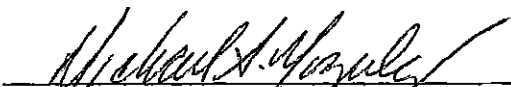
- A. The leave time will not be deducted from the member's regular pay,
- B. The Sheriff's Department will bill the Association for the leave time; i.e., hourly rate and FICA; and
- C. The Association will reimburse the Employer for their expense incurred.

KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

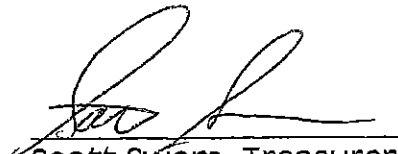
COUNTY OF KENT

  
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John Belile, President

  
\_\_\_\_\_  
Lonny Hall, Vice President

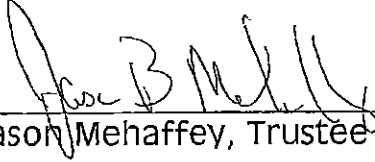
  
\_\_\_\_\_  
Mike Gonzalez, Secretary



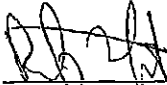


Scott Swem, Treasurer

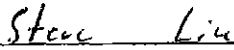
SHERIFF OF KENT COUNTY



Jason Mehaffey, Trustee



Rob Yeiter, Trustee



Steve Liu, Bargaining Committee

# LETTER OF UNDERSTANDING

No. 02-4

Dated: \_\_\_\_\_

Subject: Twelve Hour Shifts Trial Period

The parties this date have agreed to a trial period extending the length of a work shift from the current eight (8) hours to twelve (12) hours. This trial period shall be pursuant to the following guidelines:

1. The trial period shall commence on the first full pay period of January in 2003 and continue through the first full pay period of January in 2004.

2. The trial period for twelve (12) hour shifts shall be staffed with twenty-four (24) Corrections Deputies. The staffing level can be increased up to thirty-six (36) Deputies by mutual agreement.

3. Selection of Deputies to staff the trial period shall be accomplished by using the current bargaining unit seniority shift bidding process in the fall of 2002. This process will entail providing five (5) shift bidding choices on the bidding slip: (1) 8-hour first shift; (2) 8-hour second shift; (3) 8-hour third shift; (4) 12 hour day shift; (5) 12-hour night shift.

4. The seniority bid vacation usage is set forth below:

- A. Eight (8) hour first shift will be allowed four (4) Officers on vacation.
- B. Eight (8) hour second shift will be allowed four (4) Officers on vacation.
- C. Eight (8) hour third shift will be allowed three (3) Officers on vacation.
- D. Twelve (12) hour day shift will be allowed one (1) Officer on vacation.

- E. Twelve (12) hour night shift will be allowed one (1) Officer on vacation.

5. For the purpose of disciplinary suspension, suspension by days will be considered hours (i.e., three-day suspension = 24 hours). This will be applicable to current eight (8) and twelve (12) hour work schedules for those employees represented by the Association.

6. Deputies selected to participate in the 12-hour shift trial period shall be scheduled to work eighty-four (84) hours in a two-week pay period. Deputies shall receive straight-time for all hours worked between eighty (80) hours and eighty-four (84) hours. Deputies become eligible for the payment of overtime at the rate of time and one-half (1½) their straight-time hourly rate for all hours of work that exceed eighty-four (84) hours within the established two-week pay period. In the event Deputies who are otherwise scheduled to work eighty-four (84) hours in a pay period are scheduled to work eighty (80) hours in a pay period, because of training or other Department needs, they shall receive time and one-half (1½) for hours worked in excess of eighty (80) hours for that pay period.

7. The maximum number of hours an employee may work in any one twenty-four (24) hour period are;

- A. Absent Department necessity, employees will not be allowed to work more than sixteen (16) hours in any one twenty-four (24) hour period.
- B. Employees are to be given at least eight (8) hours between shifts whenever possible.
- C. Employees are to notify the Department if working their assigned shift will put them over the above guidelines because of Court time or special assignment.

8. Vacation bidding will be accomplished by the use of an employee's bargaining unit seniority. Employees assigned to twelve (12) hour shift assignments will be considered a separate bid group from those assigned to eight (8) hour shift assignments for the purpose of vacation bidding. A minimum of thirty-six (36) hours for those assigned to the twelve (12) hour shift assignments will constitute a full week.

14

9. The parties agree to meet periodically to develop the twelve (12) hour shift structure and monitor the trial period.

10. On or about August 1, 2003 (before the shift bidding process commences), the parties will meet to determine if the trial period shall be abolished, expanded, extended, or discontinued.

11. The twelve (12) hour shift trial period shall have no application to Deputies/Employees assigned to the Work Release Center, the Honor Camp, Transfer Crew, Court Security, the Jail Medical Office, and SSU. Additionally, this trial period shall have no application to Sergeants within the bargaining unit.

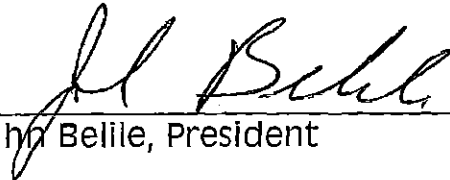
12. The parties will continue to meet and address (1) non-seniority vacation cross-over between the twelve (12) hour and eight (8) hour schedules; and (2) probationary officers.

13. Overtime cross-over between the twelve (12) hour and eight (8) hour schedules shall be allowed pursuant to Paragraph 7 above.

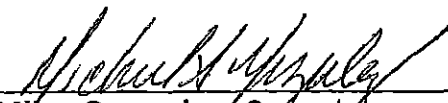
14. Shift trading between the twelve (12) hour and eight (8) hour schedules shall be allowed pursuant to Paragraph 7 above.

KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT

  
John Belile, President

  
Lonny Hall, Vice President

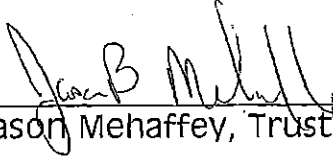
  
Mike Gonzalez, Secretary

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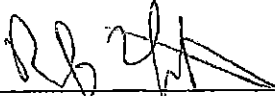


Scott Swem, Treasurer

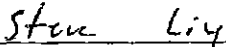
SHERIFF OF KENT COUNTY



Jason Mehaffey, Trustee



Rob Yeiter, Trustee



Steve Liu, Bargaining Committee

# LETTER OF UNDERSTANDING

No. 02-5

Dated:

Subject: Modification to Letter of Understanding 2001-2 Concerning The Work Schedule for KCDSA Members Assigned to the Court Security, Transfer Crew and Control Center

The parties agree to modifying the Letter of Understanding 2001-2 as follows and the June 10, 2002, memorandum directed to Captain Steve Van't Hof from Lieutenant Bruce Partridge titled Schedule/Assignment Changes is incorporated herein by:

1. Change the Central Control ten hour shift from 8:00 a.m. - 6:00 p.m. hours to 7:30 a.m. - 5:30 p.m. hours.
2. Change the Transfer Crew time work schedule from 8:00 a.m. - 6:00 p.m. hours to 7:30 a.m. - 5:30 p.m. hours.
3. Change the Transfer Crew "Days Worked" schedule from a system of forward rotating days off, which provides the four (4) Officers working per day to the following schedule:
  - i. Add two (2) additional Officer to the ten (10) hour crew for a total of eight (8).
  - ii. Set-up four (4) two (2) person teams.
  - iii. Establish a schedule to provide for two (2) teams working on Monday, four (4) teams working Tuesday through Thursday, and two (2) teams working on Friday.
  - iv. With the advent of Subparagraph (iii) above, this will allow the Transfer Crew to maintain the same number of Officers

working on Monday that are presently working that schedule.

- v. The increase of eight (8) Officers on Tuesday through Thursday will assist because these days are when inmates are admitted to prison, WRITS and most out-of-town transfers are made.
- vi. The schedule will provide for four (4) Officers working on Friday (generally on Friday, the afternoon commitments are very light, incidental out-of-town transfers are easily accomplished), and Officers assigned to the KCCH could accomplish the return of inmates to the Kent County Correctional Facility.

Officers would have days off according to the following schedule:

Week 1 - Officers would work Monday through Thursday

Week 2 - Officers would work Tuesday through Friday

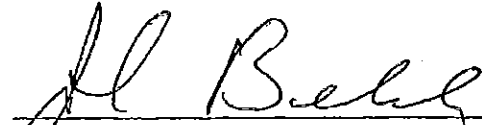
- 4. Establish a 7:30 a.m. -3:30 p.m. shift manned by two (2) Deputies:

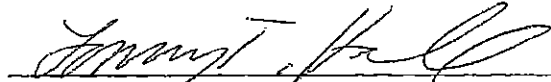
These Officers would be assigned to assist with front entrance security screening, directing civilian traffic, and assisting the Security Enforcement Officers with the management of incoming pedestrian traffic between the hours of 7:30 a.m - 9:00 a.m and 12:30 p.m. - 2:00 p.m.

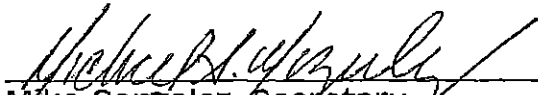
- 5. Establish a ten (10) hour shift for the Transfer Sergeant with a start time of either 7:00 a.m.- 5:00 p.m. or 7:30 a.m. - 5:30 p.m.
- 6. The parties agree to meet and confer regarding the continuation of this work schedule upon the call of either party.


KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT


  
\_\_\_\_\_  
John Belle, President

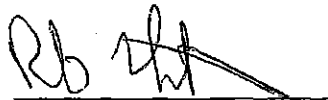
  
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Lonny Hall, Vice President

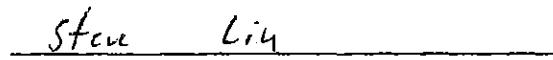
  
\_\_\_\_\_  
Mike Gonzalez, Secretary

  
\_\_\_\_\_  
Scott Swem, Treasurer

SHERIFF OF KENT COUNTY

  
\_\_\_\_\_  
Jason Mehaffey, Trustee

  
\_\_\_\_\_  
Rob Yeiter, Trustee

  
\_\_\_\_\_  
Steve Liu, Bargaining Committee



# LETTER OF UNDERSTANDING

No. 02-6

Dated:

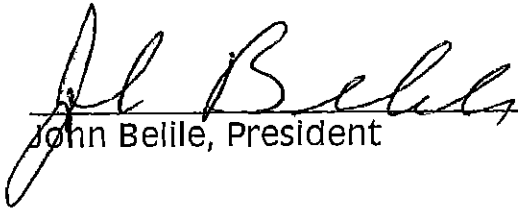
Subject: Section 11.2, Vacation Requests  
Winter/Summer Twelve (12) Hour Vacation Bidding

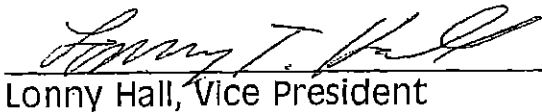
The parties agree to the following schedule for employees bidding vacation under the twelve (12) hour shifts trial period:

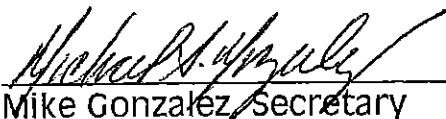
<b>Length of Service</b>	<b>Summer Vacation</b>	<b>Winter Vacation</b>
0 - 7 years	60 hours (5 days)	balance
8 - 12 years	72 hours (6 days)	balance
13 - 14 years	96 hours (8 days)	balance
15 - 19 years	132 hours (11 days)	balance
20 years +	156 hours (13 days)	balance

KENT COUNTY DEPUTY  
SHERIFF'S ASSOCIATION

COUNTY OF KENT

  
John Belle, President

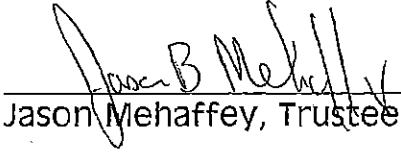
  
Lonny Hall, Vice President

  
Mike Gonzalez, Secretary

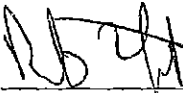


\_\_\_\_\_  
Scott Swem, Treasurer

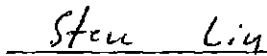
SHERIFF OF KENT COUNTY



\_\_\_\_\_  
Jason Mehaffey, Trustee



\_\_\_\_\_  
Rob Yeiter, Trustee



\_\_\_\_\_  
Steve Liu, Bargaining Committee

*Joint Contract* NO. 655 P. 3/4  
KCDSA GRIEVANCE #1-2003 Blair  
#9-2002 Jones  
#7-2002 Blair

**LETTER OF AGREEMENT**

Effective immediately, the Kent County Deputy Sheriffs Ass'n (hereinafter "Union"), and the County of Kent and the Sheriff of Kent County (hereinafter "Employers") hereby agree to abide by the following:

- A) During the period that the Employer(s) are investigating alleged misconduct by an employee, the Employer(s) may place the employee on an administrative leave of absence, without any loss of pay or benefits, while the investigation is on-going. An employee placed on such an administrative leave of absence will not be eligible to work any overtime during the period of the administrative leave of absence. If the employee is ultimately discharged, and said discharge is not appealed to grievance arbitration or if appealed is upheld by the grievance arbitrator, the time spent on the administrative leave of absence shall be charged to the employee's vacation bank. If the employee is ultimately suspended without pay, and said suspension is not appealed to grievance arbitration or if appealed is upheld by the grievance arbitrator, up to the length of the suspension shall be charged to the employee's vacation, holiday and paid time off banks (in that order), and shall be counted towards fulfillment of the suspension without pay period.
- B) No employee shall under any circumstances be suspended without pay during the pendency of an investigation by the Employer(s).
- D) This Letter of Agreement shall be annexed to the collective bargaining agreement, and shall be subject to enforcement under the grievance arbitration provisions of the collective bargaining agreement.

FOR THE UNION:

*[Signature]*  
Alison L. Paton, Esq.

Dated: 7/29/03

FOR THE COUNTY:

*[Signature]*  
Thomas L. Drenth, Esq.

Dated: 7/30/03

FOR THE SHERIFF:

*[Signature]*  
Jon D. Hess, Undersheriff

Dated: 7-30-03

*MIS  
CORRECTED 7/30/03*

**LETTER OF UNDERSTANDING 2005-1**  
**SUBJECT: COURT SEO & TRANSFER/SECURITY CREW**

The County of Kent and the Kent County Sheriff Department (hereinafter "the Joint Employers"), and the Kent County Deputy Sheriffs' Association (hereinafter the "Association") agree to the following terms and provisions set forth in this Letter of Agreement No. 2005-1 to the extent any other letter of understanding or agreement, or the Arbitrator Brodsky award issued on March 16, 2004, are inconsistent with the terms of this Letter of Agreement, they are hereby modified as follows:

1) The Joint Employers shall no longer be obliged, neither under Letter of Agreement 2001-1 nor under the Arbitrator Brodsky Arbitration Award issued on March 16, 2004, to adhere to the approximately 11,000 hours limitation on the use of Court SEOs, so long as the Joint Employers abide by all of the following:

a) For the front-door security work at the Kent County Courthouse, one (1) out of every two (2) Court SEOs scheduled to perform such work must be certified (e.g., MCOLES).

b) Court SEOs assigned to work at 61st District Court, 82 Ionia, or any other buildings occupied (in whole or in part) by Kent County personnel, with the exception of the County airport, shall be utilized only to provide front-door security, and one (1) out of every two (2) Court SEOs scheduled to perform such work must be certified (MCOLES).


c) The Joint Employers shall utilize (a) and (b) above as quickly and to the fullest extent possible as Court SEO openings occur. Furthermore, it is understood that "front-security work" as referenced in (a) and (b) encompasses patrol of the building's exterior.

d) A non-certified County SEO shall have an equal opportunity to work the same number of hours as a certified Court SEO.

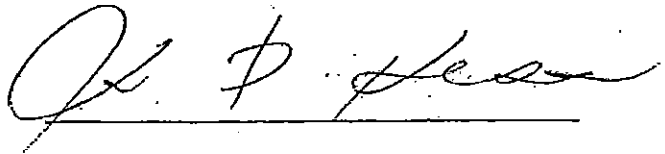
e) The Joint Employers agree that the current relationship of utilizing seven (7) non-certified KCDSA members on the Transfer/Court Security will continue through December 31, 2008, and thereafter subject to negotiations of the parties.

2) Court SEOs utilized at 63<sup>rd</sup> District Court are only scheduled to monitor non-custody court proceedings, however they shall be allowed to detain persons at the Courthouse if directed to do so by the Judge.

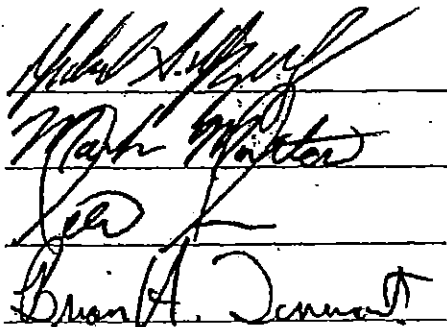
COUNTY OF KENT:



KENT COUNTY SHERIFF:



KCDSA:



Dated: 8-26-05

[NOTE: This Letter of Agreement to be annexed to the successor collective bargaining agreement]

*MW*

**ADDENDUM TO  
LETTER OF UNDERSTANDING 2005-1  
SUBJECT: COURT SEO & TRANSFER/SECURITY CREW**

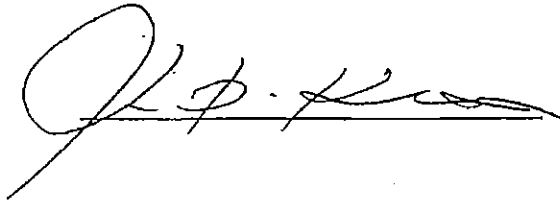
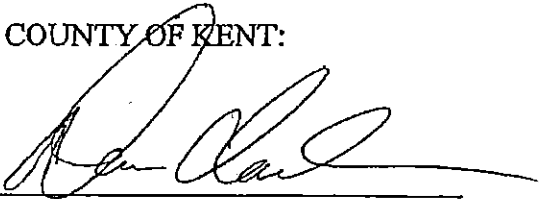
The Letter of Understanding regarding Court SEO and Transfer/Security Crew signed by both parties on August 26, 2005, is amended as follows:

Add to Paragraph 2) the following language:

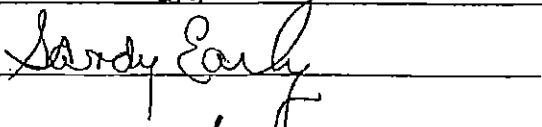
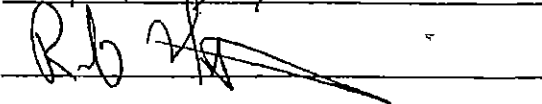
In addition, Court SEOs may be utilized at 63rd District Court to perform front-door security work, provided that one (1) out of every two (2) Court SEOs scheduled to perform such work must be certified (MCOLES), and a non-certified SEO shall have an equal opportunity to work the same number of hours as a certified SEO.

COUNTY OF KENT:

KENT COUNTY SHERIFF



KCDSA:



Dated: 12/9/05

[NOTE: This addendum to be annexed to LOU 2005-1 to the successor collective bargaining agreement.]

# LETTER OF UNDERSTANDING

## NO. 2005-2

Subject: Overtime Distribution

The parties agree that overtime will be distributed in the following manner:

1. There shall be a separate overtime calendar for each bid group except for overtime in which a formal posting is done.

2. The bid groups shall be:

- a. Correction Officers & Classification Officers - main jail\*
- b. Correction Officers - Work Release
- c. Correction Officers - Honor Camp
- d. Court Security/Transfer Crew
- e. Corrections Sergeants

\* Note: The Correction Officers at the main jail, and the Classification Officers, shall be equally subject to mandatory overtime.

3. Employees may sign up for available overtime which may arise on any shift and in any bid group.

4. In the event the Employer is aware of the need for overtime at least one hour in advance of the shift or in the event of an overtime posting, overtime will be awarded to those who signed the overtime calendar (for unposted overtime) or who signed the posting (for posted overtime), in the following manner:

- a. First, to those who are in the bid group in which the overtime has arisen, and who are on a regularly scheduled day off on the day the overtime is to be worked, in order of greatest bargaining unit seniority (rank seniority for sergeants).
- b. Then, to all others (regardless of bid group) in order of greatest bargaining unit seniority (rank seniority for sergeants).

5. The Employers shall have no monetary liability for violations of this Letter of Understanding. However, the Employers shall hold all personnel

responsible for complying with this Letter of Understanding, including discipline for non-compliance except for good faith, honest mistakes.

6. Limitations

- a. The Employer reserves the right to deny overtime to an employee in any pay period during which the employee is off on disciplinary suspension.
- b. If an employee signs the overtime calendar and refuses the offered overtime, or is called during the two-hour period immediately preceding the start of the overtime for which the employee signed up and the employee does not answer the call, the employee shall be ineligible for the overtime for the next 30 days, unless otherwise directed.
- c. If an employee works overtime and takes an unscheduled PTO day after the day the overtime is worked within the same work week, the overtime worked prior to that unscheduled PTO day will be paid at straight time, but such overtime hours paid at straight time shall not exceed the hours of unscheduled PTO used subsequently in that same work week (i.e., the unscheduled PTO day will be treated as a "sick day" for the purposes of LOU No. 97-5).
- d. Notwithstanding the above, Sergeants are not eligible for overtime outside their bid group.
- e. The Employer may bypass any employee who signed the posting if the employee lacks the necessary qualifications or lacks the physical ability needed to perform the overtime work.

7. There shall be a maximum cap of 24 hours per pay period for overtime worked pursuant to LOU No. 2005-2. In addition, any employee who goes off payroll shall not be eligible for overtime under LOU No. 2005-2 for a period of thirty (30) days immediately following his/her return to work, unless the employee was off work on an FMLA leave.

County of Kent and  
Kent County Sheriff

Kent County Deputy  
Sheriffs Association



**LETTER OF UNDERSTANDING**

**NO. 2005-3**

Subject: Performance Reviews

Performance reviews/evaluations of non-probationary employees shall not be used for purposes of wages, salary progression, promotions, discipline, or any other term or condition of employment.

County of Kent and  
Kent County Sheriff

Kent County Deputy  
Sheriffs Association

**LETTER OF UNDERSTANDING**

**NO. 2005-4**

Subject:           A-Building Entry Area

Bullet-resistant plexiglass shall be installed in the A-Building entry area as soon as possible, and by no later than April 1, 2005.

County of Kent and  
Kent County Sheriff

Kent County Deputy Sheriffs  
Association

MS