

# **AGREEMENT**

**between**

**THE COUNTY OF KENT**

**and**

**THE GERALD R FORD INTERNATIONAL AIRPORT  
COMMAND OFFICERS ASSOCIATION**

**Effective: July 23, 2009 – December 31, 2011**

## TABLE OF CONTENTS

<b>Title</b>	<b>Section</b>	<b>Page</b>
Accrual on Leave	10.5	26
ADA Waiver	17.12	41
Agency Shop	3.1	4
ALCOHOL AND DRUG TESTING PROCEDURE		35
APPENDIX A		44
Arbitrators Powers	5.5	8
Association Leave	9.11	23
Association President	2.3	2
ASSOCIATION REPRESENTATION		1
ASSOCIATION SECURITY AND CHECKOFF		4
Bereavement Leave	9.3	18
Bulletin Board	17.2	39
Call-In/Court Time	7.4	14
Chain of Possession Procedures/Split Sample Procedure	16.6	38
Checkoff	3.2	4
Class Action Grievances	5.6	9
Collective Bargaining Committee	2.1	1
Collective Bargaining Unit	1.1	1
Committee Lost Time	2.2	2
Compulsory Statement (Garrity Rule)	2.5	3
Condition of Employment	16.2	36
Confidentiality	16.9	39

<b>Title</b>	<b>Section</b>	<b>Page</b>
Consequences for Violation of this Policy	16.3	36
Coordination of Benefits	12.7	30
Deferred Compensation	15.4	35
Definition of Grievance	5.1	7
Dental Plan	12.5	29
Discharge and Discipline	5.11	10
Dry Cleaning	17.4	40
Dual Employment	17.5	40
DURATION		42
Expedited Grievances	5.7	9
Extended Long Term Disability Program	9.6	20
Family Medical Leave Act	9.10	23
Gender	17.8	40
Grievance Form	5.10	10
GRIEVANCE PROCEDURE		7
Grievance Procedure	5.2	7
Health Insurance	12.1	27
HIV, HBV, and HCV Testing	17.13	41
Holiday During Vacation Leave	11.4	27
Holiday Observance for 8 Hour Employees	11.2	26
Holiday Work	11.3	27
HOLIDAYS		26
Hospitalization During Vacation	10.8	26

<b>Title</b>	<b>Section</b>	<b>Page</b>
HOURS OF WORK AND OVERTIME		13
Indemnification	17.7	40
INSURANCE		27
Investigatory Interview	2.4	2
Joint Safety Committee	2.6	4
Jury Leave	9.8	22
Laboratory Methodology	16.11	39
Last Chance Agreement	16.4	36
LAYOFF AND RECALL		31
Layoff Procedure	14.1	31
Leave of Absence	16.7	38
LEAVES OF ABSENCE/SICK ACCIDENT BENEFITS		16
Life Insurance	12.3	29
Light Duty	17.10	40
Loss of Seniority	8.2	16
Lost Time	5.14	12
Mileage	17.1	39
Military Leave	9.4	19
MISCELLANEOUS		39
New Job Classifications Within the Bargaining Unit	17.9	40
No Strike-No Lockout	6.1	12
Notice of Layoff	14.3	32
Notice of Recall	14.4	32

<b>Title</b>	<b>Section</b>	<b>Page</b>
Overtime	7.3	14
Overtime Call In Procedure	7.6	14
Payment In Lieu of Hospitalization Insurance	12.2	28
Payout of Vacation Time	10.6	26
Payout of Vacation Upon Termination	10.7	26
Penalty	6.2	13
Pension Plan	15.1	32
Personal Leave	9.1	17
Personal Paid Time Off	9.2	17
<b>PROHIBITED ACTIVITY</b>		12
Prohibitions	16.1	35
Purposes	16.5	37
Random Testing	16.8	39
Recall	14.2	31
<b>RECOGNITION</b>		1
Recognized Holidays	11.1	26
Reserve Sick Leave Bank	9.7	21
Reserved Rights	4.1	6
Retirees Health Insurance	15.3	34
<b>RETIREMENT</b>		32
Retirement Bonus	15.2	33
<b>RIGHTS OF THE EMPLOYER</b>		6
Rules and Regulations	5.12	11

<b>Title</b>	<b>Section</b>	<b>Page</b>
Section 125 Plan	12.8	30
Selection of Arbitrator	5.3	8
Self-Insurance	12.9	30
SENIORITY		15
Seniority Definition	8.1	15
Shift Differentials	17.15	42
Shift Preference	8.3	16
Sick and Accident Benefit	9.5	19
Special Conference	5.13	11
Specimen Retention	16.10	39
Subcontracting	17.6	40
Supplemental Life Insurance	12.4	29
Termination	18.1	42
Time Computation	5.9	9
Time Limitation	5.8	9
Training	7.5	14
Tuition Reimbursement	17.14	41
Uniforms and Equipment	17.3	39
Vacation Accumulation	10.4	25
Vacation Rate	10.3	25
Vacation Requests	10.2	25
VACATIONS		25
Vacations	10.1	25

<b>Title</b>	<b>Section</b>	<b>Page</b>
Vision Insurance	12.6	30
WAGE SCALE		45
WAGES		31
Waiver	17.11	41
Witness Leave	9.9	22
Witnesses	5.4	8
Work Schedule – 12 Hour Shifts	7.2	13
Workers Compensation Supplement	9.12	23
Workweek – Workday	7.1	13

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, effective \_\_\_\_\_, by and between the County of Kent (hereinafter referred to as the Employer or County) and the Gerald R. Ford International Airport Command Officers Association (hereinafter referred to as the Association).

ARTICLE I  
RECOGNITION

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 Airport Law Enforcement Supervisors and Airport Security Coordinator employed by the Gerald R. Ford International Airport Police Department. Excluding: Chief and all others.

ARTICLE II  
ASSOCIATION REPRESENTATION

2.1: Collective Bargaining Committee. The Employer agrees to recognize not more than (2) two association board members and their Business agent as a collective bargaining committee. The Association may designate alternates who shall serve only in the absence of committee representatives.

The two members of the Association Board shall act in a representative capacity for the purpose of processing grievances in accordance with the procedures established in this Agreement. Members of the Association Board shall also meet with County officials for the purpose of negotiating modifications to this Agreement. The Association shall furnish the Employer in writing the names of its Board members.



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 employees 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 Employee representatives.

The Chief 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.

2.3: Association President. The Association President, regardless of his seniority, during his term of office, at his request during the annual shift bid procedure, shall be assigned to a work shift of his preference.

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

- A. An employee who is called into an interview with a representative of the Employer and can reasonably anticipate disciplinary action stemming from the interview is entitled, upon his request, to have an 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. (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.

2.5: Compulsory Statement (Garrity Rule). If the matter under investigation could lead to criminal charges, but the Departmental inquiry is not directed to obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employees continued status with the Department, the employee shall be advised that the employees 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 Counsel or Association Representation during questioning;
- B. The presence of Counsel or an Association representative will in no way, in and of itself, jeopardize his continued employment;
- C. The employee is required to fully and truthfully answer the question or be subject to discharge.

2.6: Joint Safety Committee. In recognition of the joint obligation to provide a safe, healthful and secure working environment one member of the Association will always be on the Airport Safety Committee.

- A. The Safety Committee member shall have the authority to investigate reports of alleged hazardous, unsafe working conditions and equipment.
- B. The Safety Committee member may make recommendations to the Employers for remedial action.
- C. Association members of the Safety Committee shall be compensated at their regular rate of pay for time lost from their regularly scheduled shift.
- D. The Association reserves the right to seek remedy through other means, if the Association believes the Employer(s) have failed to take the appropriate action.

ARTICLE III  
ASSOCIATION SECURITY AND CHECKOFF

3.1: Agency Shop. As a condition of employment, all employees covered by this Agreement shall, no later than thirty-one (31) days after the start of their employment with the Employer, either become members of the Association and pay to the Association the dues, uniformly required of all Association members or pay to the Association a service fee.

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 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 interpretation(s) made thereof.
- B. All Checkoff Authorization Forms shall be filed with the Employers Director of Human Resources who may return any incomplete or incorrectly completed

form to the Association President, 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 to refund to the employee if he has duplicated a checkoff deduction by direct payment to the Association.
- E. The Employer remittance will be deemed correct if the Association does not give written notice to the Employers Human Resource Director 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 thirty (30) days prior to its implementation.

All sums deducted pursuant to the provisions of this Article shall be sent to the business representative of the Association at the time of its deduction.

- 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 employees 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.

ARTICLE IV  
RIGHTS OF THE EMPLOYER

4.1: Reserved Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employers 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 Airport Police Department consistent with the employees ability to perform the assigned work. Further, to suspend, demote, discharge as long as it is not arbitrary or capricious, or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer has the right to determine the method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers thereof. The Employer shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

ARTICLE V  
GRIEVANCE PROCEDURE

5.1: Definition of Grievance. For the purpose of this Agreement, grievance means a dispute regarding the meaning, interpretation, application or alleged violation of the Agreement or the reasonable application of the Departments rules and regulations under Section 5.13. 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.

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 the Chief or immediate supervisor within five (5) days after its occurrence. The employee may have a representative of the Executive Board present.

Step 2. Written Procedure. If the grievance is not resolved, a member of the Executive Board shall reduce the grievance to writing and present it to the Aeronautics Director or his designated representative within Ten (10) days of the discussion in the verbal step. 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 Aeronautics Director receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. The grievance shall be answered by the Aeronautics Director no later than (10) ten days from the receipt of the grievance.

Step 3. If the answer of the Aeronautics Director or designee is not satisfactory to the grievant,

the grievance may be appealed to the Human Resource Director. 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 Two (2) members of the Executive Board and the County Human Resources Director, or their designated representative, will be arranged to discuss the grievance appealed. Said meeting is to be within ten (10) days from the date the appeal is received by the Employer. The Employer shall answer the grievance within seven (7) days of the date of the meeting at which the grievance was discussed.

Step 4. In the event that the grievance is not satisfactorily resolved in Step 3, the 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 Employers answer in Step 3.

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

5.4: 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.

5.5: Arbitrators 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.

5.6: Class Action Grievances. Grievances on behalf of two or more association members or the entire Association shall be filed by the President of the Association and shall be processed starting with the second step of the grievance procedure within seven (7) days of the events giving rise to the grievance.

5.7: 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 within seven (7) days of written notice of discipline and a meeting will be held by the Association representative and the Human Resource Director or his designated representative, within five (5) days after submission to discuss the grievance.

5.8: 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.

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



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

5.11: Discharge and Discipline.

- A. The County adheres to a philosophy of progressive and corrective discipline except in cases of serious violations of policies. No employee will be disciplined in an arbitrary or capricious manner.
- B. An employee, upon request, shall be entitled to representation by an Association representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employers where such hearing or meeting may reasonably lead to the disciplinary suspension or discharge of such employee.
- C. An employee who has been discharged may consult with his 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 Employers operations.
- D. An employee who is given a disciplinary warning notice, disciplinary suspension or discharge shall receive such notification in writing. For informational purposes only, the Association shall be given a copy of such suspension or discharge notices.
- E. An employee shall be entitled to personnel information in accordance with the Employee Right to Information Statute.
- F. If an employee's work record is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions more than two (2) years old when imposing discipline.
- G. The Union acknowledges that counseling memoranda may be utilized by the Employer to communicate job

deficiencies to employees. Counseling memoranda shall not be construed as disciplinary action and shall not be subject to the grievance arbitration procedure set forth in the Collective Bargaining Agreement.

- H. In the event that an employee suffers a disciplinary suspension, he/she shall continue to accrue vacation time for the first eighty (80) hours of the unpaid suspension.
  - 1. In the event that an employee is going to be suspended, the Employer may offer to have the employee forfeit accrued time off in lieu of serving the unpaid suspension.

5.12: Rules and Regulations.

- A. The Employer(s) reserve(s) the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards for the performance of their duties. The Employer agrees to submit to the Association President an advance copy when possible of any changes in policy and procedure provisions of the Airport Police procedure manual for comment or suggestion.
- B. 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.

5.13: Special Conference. The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the

receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. The Association shall be represented by collective bargaining committee. The Employer and the Association may have non-employee representatives present if desired.

5.14: Lost Time. The Association representatives may meet at a place designated by the Employer on the Employers 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 Executive Board shall be allowed time off their jobs without loss of pay to investigate a grievance, upon having received permission from his supervisor. The supervisor will normally grant permission and provide sufficient time to the members of the collective bargaining committee to leave their work for these purposes, subject to the conditions that this privilege does not unreasonably interfere with the operation of the Department. The 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.

ARTICLE VI  
PROHIBITED ACTIVITY

6.1: No Strike-No Lockout. The Association agrees that there shall be no interruption of 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 Employers premises. The 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.

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

#### ARTICLE VII HOURS OF WORK AND OVERTIME

7.1: Workweek - Workday. The official workweek shall begin at 12:01 a.m. Monday and end at 12:00 a.m. (midnight) Sunday. The official workweek of the Airport Security Coordinator shall be forty (40) hours per week. The official workday of County employees shall be eight (8) consecutive hours, exclusive of a meal period, in any one (1) twenty-four (24) hour period.

The work schedule which has been established by the Chief 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.

In the event the employer chooses to reduce the hours of work of a full time bargaining unit employee. The employer shall first solicit a volunteer from the employees of the bargaining unit to have his/her hours reduced. In the event no employee volunteers, the employee with the least amount of bargaining unit seniority shall have his/her hours reduced.

7.2: Work Schedule - 12 hour Shifts. Employees shall work twelve (12) hour shifts and eighty (80) hours in a fourteen (14) day period which shall be scheduled for six (6) twelve (12) hour shifts and one eight (8) hour shift. The official workday of the employees shall be twelve (12) consecutive hours, inclusive of a meal period. The employer reserves the right to change the start times of any and all shifts.

The 8 hour shift shall be declared in October for the following year.

Gerald R. Ford Airport Command/County of Kent  
Effective January 1, 2009 through December 31, 2011  
SIGNATURE COPY

The two shifts will be covered by four squads A, B, C and D. When A & D are off B & C are working and visa-versa. A & D squads schedule consists of two off /two on /three off /two on /two off/ three on.

No employee shall be allowed to work more than 18 consecutive hours.

7.3: Overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employees straight-time hourly rate (annual salary divided by 2080 hours) for all hours actually worked in excess of forty (40) in any one (1) workweek. Recognized holidays which have been paid, personal paid leave, vacation days which have been paid and funeral leave which has been paid, shall be counted as time worked up to eight (8) hours each day for overtime purposes. Overtime pay shall not be duplicated.

12 hour shifts- Overtime shall be paid at the rate of time and one-half (1-1/2) the employees straight-time hourly rate (annual salary divided by 2080 hours) for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day tour of duty.

7.4: Call-In/Court time. An employee called in for duty or for a court appearance which is not contiguous to his regular schedule of work shall be guaranteed four (4) hours at time and one-half (1-1/2) his regular rate of pay. If the employee is paid for court time, any witness fees and mileage due the employee shall be paid to the County. If the employee uses his personal vehicle, he may retain mileage fees.

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

7.6: Overtime Call in Procedure. When it is necessary to fill a vacancy from the bargaining unit for an entire 12 hour shift members who are on leave days will be called first by rank seniority. If the shift is not filled by those members then the shift can be split by the two members that are working each side of the shift. Any remaining half shifts can then be filled by the members on leave by rank seniority.

To fill a vacancy that is less than 12 hours members shall be called by rank seniority.

No member can accept overtime if it would cause them to work more than 18 hours in any 24 hour period. This does not include holdovers.

ARTICLE VIII  
SENIORITY

8.1: Seniority Definition.

- A. Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his original date of hire. Employees promoted or transferred into a position inside this bargaining unit shall retain all accumulated employer seniority for the purposes of determining accrued benefits only.
- B. Rank seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of promotion.
- C. Each respective type of seniority shall be utilized as a method of preference for only those matters as specified within this Agreement.
- D. All types of seniority shall continue to accumulate during all approved leaves of absence. Employees on an unpaid leave of absence including workers compensation leave shall have their merit review date increased by the length of such leave of absence.
- E. Employees hired on the same date or promoted in rank on the same date, shall be placed on the respective seniority or rank seniority list in accordance with seniority. If there is no seniority at time of hire then seniority will be based on alphabetical order of the surname at time of hire.

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

- A. He/She resigns or quits.
- B. He/She is discharged or terminated.
- C. He/She retires.
- D. He/She has been on layoff for a period of time equal to his service seniority at the time of his layoff or two (2) years, whichever is less.
- E. Absence from work for three (3) consecutive working days unless otherwise excused.
- F. Failure to return to work at the expiration of a leave of absence, vacation, disciplinary suspension unless there are extenuating circumstances approved by the employer.

8.3: Shift Preference. Employees shall be allowed to select their shifts within the bargaining unit by bidding in accordance with their rank seniority, in the following manner:

- A. All association members shall bid on a shift squad within in the bargaining unit once a year, to be completed by the 3rd Monday in October, with the transfers to the preferred shift to occur on the Monday in of the first full pay period in January of the new calendar year.
- B. Shift preference, as provided herein, shall not diminish the right of the Chief to make administrative changes in personnel to another shift or work station, if he deems it necessary.
- C. The schedule shall be posted no later than December 1st for the following year.

ARTICLE IX  
LEAVES OF ABSENCE/SICK ACCIDENT BENEFITS

9.1: Personal Leave.

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

9.2: Personal Paid Time Off.

- A. On an annual basis, all full time employees who have completed six (6) months of service shall be credited with Seventy two (72) hours of paid personal leave time. Employees who completed six months of service during the year will be given personal paid time off on a pro-rata basis
- B. Paid time off for personal reasons must be requested at least Two (2) 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.

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 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.

- C. Personal paid time off shall be charged against the employee's paid personal leave time account in the amount taken.
- D. At the end of each calendar year, an employee shall have all unused paid personal leave hours added to the employee's reserved sick leave bank. There is no pay out of the reserve sick leave bank when an employee leaves County employment.

9.3: Bereavement Leave. Leave shall be given to attend the funeral and attend to personal family matters when death occurs in the employee's immediate family according to the following schedule:

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

Leaves under this section shall include the date of the funeral.

An employee who loses work from his regularly scheduled hours shall receive his regular straight time pay, exclusive of all premiums for such lost time. The employer may require evidence of death and relationship of the deceased to the employee.

Additional time, equivalent to air travel, shall be allowed for out of state deaths of immediate family. Such time

shall be deducted from the employee's vacation, holiday or paid personal leave time.

9.4: Military Leave.

- A. Any full time employee who enters the active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.
- B. Any full time employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days per year upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amounts received for such training and the employee's regular salary or wage.
- C. Any full time employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the employer the difference between the amount the employee receives for such duty and regular salary or wage for the period set forth in County policy.

9.5: Sick and Accident benefit.

- A. Sickness and accident benefits shall be provided for all full time employees. These benefits are payable from the first (1st) day of disability due to accident or hospitalization and the eighth (8th) day of illness. Benefits may be received for not more than twenty six (26) weeks for any one period of disability. This coverage becomes effective

after six months of employment. Employees receive weekly indemnity payments equal to sixty-seven percent (67%) of their normal gross straight time wages.

- B. Employees are not entitled to S&A benefits for any disability for which they may be entitled to indemnity, Worker Compensation or any other disability benefit program.
- C. An employee will be give pension service credit under the County retirement plan for the period of time during which S&A insurance benefits are received, provided that the employee pays the employee pension contribution.
- D. If an employee is eligible for Family and Medical leave, the employer portion of all insurance premiums will be paid while an employee is receiving S&A benefits, provided the employee pays the employee portion. Disability insurance payments shall not exceed twenty six (26) weeks in a rolling Twelve (12) months period.
- E. An employee who is receiving S&A insurance benefits is eligible to return to his/her former position upon receipt from the employee's doctor of proper medical release to return to work.

9.6: Extended Long Term Disability Program. An ill or injured employee who has exhausted all vacation, holiday, and reserve sick leave bank and S&A program benefits may be eligible for Extended Long Term Disability.

- A. The extended LTD program covers full-time employees with five (5) or more years of continuous service. Disability benefits are provided for a period equal to the employee's continuous months of County service, until the employee reaches the minimum required age for regular retirement under the provisions of the retirement plan or leaves under a regular retirement, which ever occurs first.

Eligible employees are provided with a disability benefit equal to 50% of their base salary at the time of disability, up to a maximum of \$2,000 per month.

Employees are eligible for this benefit one time during the course of their employment with the County.

This benefit cannot be used while the employee is receiving disability benefits under Worker's Compensation. Benefits payments will be offset by any benefit entitlements under Social Security, No Fault personal injury protection or personal sick and accident insurance.

Employees must also apply for Social Security when applying for this benefit.

Employees must provide satisfactory proof of Disability to The Human Resources Director to receive this benefit. The Employee must provide proof every 90 days there after that the disability still exists.

Medical and Life insurance premiums shall not be paid by the County during the time the employee is receiving this benefit. Employees may elect to pay these premiums, at the group rate, for a maximum of six (6) months.

9.7: Reserve Sick Leave Bank. Accrued sick leave hours earned prior to January 1, 2003 have been placed in a reserve sick leave bank. There is no limit on the amount of hours an employee may carry in the reserved sick leave bank. The employee may use the hours in the reserve sick leave bank in the following manner:

To supplement workers' compensation or S&A benefits paid to an eligible employee. The sum of any such workers' compensation or S&A benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.

If the employee remains disabled following the exhaustion of the S&A benefits, the employee may draw from his/her reserve sick leave bank a weekly amount not to exceed one hundred percent (100%) of the employee's gross weekly wage.

Upon retirement under the Kent County Employees' Retirement Plan (other than deferred retirement) all

remaining hours in the employee's reserve sick leave bank shall be converted to pension service credit.

9.8: 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 employees straight time regular rate of pay for eight (8) hours for those employees on a eight (8) hour schedule and twelve (12) hours for those employees on a twelve (12) hour schedule and the amount the employee receives from the Court, to a maximum of three hundred-sixty (360) hours per year. In order to receive jury duty pay from the Employers, an employee must:

- A. Give the Chief reasonable advance notice of the time that the employee is required to report for jury duty;
- B. Give satisfactory evidence that the employee served as a juror at the summons of the Court on the date that the employee claims to be entitled to jury duty pay; and
- C. Return to work promptly if after he is summoned by the Court, he is excused from jury duty service.
- D. Employees working the second or third shift shall be reassigned to the day shift on those days when the employee has been summoned to serve as a juror. Upon release from jury duty the employee shall be required to return to work.

9.9: Witness Leave. An employee legally subpoenaed as a witness in any criminal case in a court of competent jurisdiction to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. For each day that an employee serves as a witness when the employee would have otherwise worked, the employee shall receive his straight time regular rate of pay for eight (8) hours for those employees on a eight (8) hour schedule and twelve (12) hours for those employees on a twelve (12) hour schedule up to a maximum of forty (40) hours per calendar year. In order to receive the regular rate of pay under the terms of this section, an employee must:

Gerald R. Ford Airport Command/County of Kent  
Effective January 1, 2009 through December 31, 2011  
SIGNATURE COPY

- A. Turn over to the Employer all compensation, fees, or monies received by the employee in return for the employees 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 employees regularly scheduled shift.

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

9.10: Family Medical Leave Act. The employee may request to not utilize one-half (½) of the employees credited vacation at the time the employee commences a leave of absence under the Family Medical Leave Act.

9.11: Association Leave. Executive Board members may be granted a leave of absence without pay to attend Association functions or seminars provided, however, that reasonable advance notice is given and such leave does not interfere with the personnel requirements of the Department. Seniority and all fringe benefits shall continue during such leave. Association Leave days shall not exceed five (5) days per board member

9.12: Workers Compensation Supplement.

- A. In case of work incapacitating injury or illness for which the employee is or may be eligible for disability benefit under Workers Compensation Law of the State of Michigan, such employee, with the approval of the County Human Resources Director, shall be allowed salary payments, which, with his Compensation benefit, equal his regular salary or

wage. The period covered by the actions in sub section B below shall be a period not to exceed twenty-six (26) weeks, after which accrued sick leave may be utilized to maintain the difference between the compensation payment and the employees regular salary or wage. An employee injured in the line of duty by gunshot or aggravated assault (an assault that is more serious than a common assault) shall be covered for a period of fifty-two (52) weeks.

Upon the exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowed under the Workers Compensation Law of the State of Michigan provided the employee makes the premium co-pays after 52 week period.

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

Bargaining unit members who are on workers compensation for any of the above reasons shall receive the employer-provided health insurance for a period of the 26 week or 52 week period (which ever applies).

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

ARTICLE X  
VACATIONS

10.1: Vacations. Full-time employees shall earn vacation leave with pay in accordance with the following schedule:

Vacation Hours accrued

<u>Service Time</u>	<u>per hour straight hour</u>	<u>Vacation Earned</u>
0-7 yrs (0- 72 months)	.046154	96 hours
7th year (73rd month)	.057692	120 hours
10th year (109th month)	.061538	128 hours
11th year (121st month)	.065384	136 hours
12th year (133rd month)	.069231	144 hours
13th year (145th month)	.073077	152 hours
14th year (157th month)	.076923	160 hours
15th year (169th month)	.080769	168 hours
16th year (181st month)	.084615	176 hours
17th year (193rd month)	.088461	184 hours
18th year (205th month)	.092307	192 hours
19 years (217th month)	.096154	200 hours

10.2: Vacation Requests.

- A. An employee may, with approval, take his vacation(s) at any time in the year as long as it conforms with the manpower requirements of the Division. The Chief, or his representative, will indicate the number of employees that may be on vacation leave at any given time.
- B. Vacation requests must be made by the 3rd Monday in November in the year preceding the bid period requested. Personnel who make their requests by this date shall be granted vacation.
- C. Vacation bidding will be accomplished by the use of an employee's service seniority.

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

10.4: Vacation Accumulation. An employee may not accumulate over three hundred (300) hours vacation hours.



10.5 Accrual on leave. An Employee on an approved paid leave of absence shall accrue vacation hours while on the leave.

10.6: Payout of Vacation Time. An employee earning 160 or more vacation hours at the beginning of the calendar year, who has taken at least 80 hours of vacation time in the calendar year, may request to receive 40 hours pay in December of the pay year. Said pay is in lieu of 40 hours vacation time and is subject to FICA with holding. The request should be submitted to the Chief for approval. Employees who participate in the County's 457 deferred compensation plan may elect to contribute part or all of the payment in lieu of vacation to their deferred compensation accounts. Employees wishing to defer must fill out the proper forms at the Human Resources Department.

10.7: Payout of Vacation upon Termination. Upon separation from County employment, an employee shall be paid for all accrued, unused vacation hours.

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

ARTICLE XI  
HOLIDAYS

11.1: Recognized Holidays. All full-time employees shall receive eight (8) hours pay at their regular straight time rate for each of the following recognized holidays. This pay shall be paid in the same pay period in which the holiday occurs.

New Years Day	Veterans Day
Martin Luther Kings Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	Christmas Eve

11.2: Holiday Observance for 8 hour employees. If a holiday recognized in this section falls on a Saturday it will be observed

on Friday and if it falls on a Sunday it will be observed on Monday.

11.3: Holiday Work. If an employee works on a recognized holiday, they shall receive time and one-half (1 ½) his/her regular straight time rate for all hours actually worked on the holiday and, at the employee's option, receive holiday pay or a day off with pay. Days off with pay shall be placed in a holiday bank. Such banked holiday must be used within 12 months from the day earned.

11.4: Holiday during Vacation Leave. If an employee is on vacation during which a recognized holiday occurs the employee shall be paid holiday pay instead of using a vacation day

ARTICLE XII  
INSURANCE

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

- A. Subscribers shall contribute ten percent (10%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010 employees shall contribute fifteen percent (15%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010, the employee premium contribution may be reduced by two and one-half (2½ %) percent if the employee has participated in the wellness program and an additional two and one-half (2½ %) percent if the employee is a non-smoker or is participating in a smoking cessation program.
- B. As an alternative to the County hospitalization coverage, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County. All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.

- C. Annually during the open enrollment period, employees may choose between health coverage offered. This coverage will remain in effect for one year beginning January 1.
- D. The Employer reserves the right to establish a self-insurance hospitalization program or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible, except as to the administration of such hospitalization insurance.

12.2: Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 1, above, effective as soon as administratively possible, a full time employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 1 and in lieu thereof, shall receive thirty-five (\$35) per pay period subject to the following:

- A. The employee must provide proof of insurance coverage from some other source.
- B. Notice of the intent to waive insurance must be sent to the Human Resources Director within thirty (30) days after the execution of this Agreement and annually thereafter during the open enrollment period.
- C. All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period.
- D. Employees who have a change in coverage status such as death of a spouse, divorce, or the loss of coverage (not by selection) may return to provided hospitalization insurance at any time throughout the year as long as written evidence is provided which substantiates one of these special conditions.
- E. Restoration of insurance coverage shall be reinstated as soon as possible subject, however to any regulations or restrictions, including waiting

Gerald R. Ford Airport Command/County of Kent  
Effective January 1, 2009 through December 31, 2011  
SIGNATURE COPY

periods, which may be prescribed by the appropriate insurance carriers.

- F. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

No payment in lieu is made if employee's spouse is employed and covered by a County plan.

12.3: Life Insurance. The County shall provide term life insurance equivalent to their annual base salaries, rounded to the highest multiple of \$1,000 not to exceed \$50,000 in coverage. The term life insurance shall be subject to carrier rules.

12.4: 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 insurance coverage equals the actual cost to the County. The purchase of supplemental term life insurance shall be subject to carrier rules.

12.5: Dental Plan. The employer shall provide a dental program for employees and their dependents. Benefits under the Plan shall provide one hundred percent (100%) for class I benefits (two cleanings and one set of x-rays per person per year) and fifty (50%) for all other services, up to a maximum of Two Thousand Dollars (\$2,200) per family per calendar year. Orthodontics subject to the 50/50 program and the \$2,200 maximum for all benefits under the Plan.

- A. Upon termination benefits shall continue through the end of the month.
- B. Employees on an approved unpaid leave of absence may continue coverage at their own expense at the established group rate for a maximum of six (6) months.
- C. If both spouses are County employees they may enroll separately. Neither spouse can be enrolled as the other spouse's dependant. Children can be enrolled on one parents plan only.

12.6: Vision Insurance. The County shall provide to all members and their dependents vision coverage through Vision Service Plan (VSP) with the following coverage with in network doctors.

- A. Full covered eye exams every 12 months.
- B. Frames every 24 months covered up to \$120 allowance, with a \$20 co-payment (applied to the lenses and frames).
- C. Lenses covered in full for Single vision, lined bifocals and lined trifocals. Special coatings, tinting, ECT will be provided at VSP's member preferred pricing.

In lieu of frames contact lenses will be provided up to a \$120 allowance, applied to the cost of your contact lens exam and contact lenses, with a 15% savings off the cost of the contact lens exam.

Lenses and frames will be replaced at a 12 month frequency if the employee's lens prescription changes sufficiently to improve visual acuity.

Members may elect to receive services outside the network as long as the request for reimbursement is submitted to VSP with in six months of receiving the treatment. Reimbursement will be at VSP's established rate schedule.

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

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

12.9: 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.

Gerald R. Ford Airport Command/County of Kent  
 Effective January 1, 2009 through December 31, 2011  
 SIGNATURE COPY

ARTICLE XIII  
WAGES

13.1: Bargaining unit members shall be paid the following annual base wage with subsequent increases as stated below. Hourly wage is to be determined by dividing annual wage by 2080 hrs.

	<u>Increase</u>	<u>Start</u>	<u>1 year or more</u>
January 1, 2009	Adjustment	\$58,095	\$61,000
January 1, 2010	2.25%	\$59,402	\$62,373
January 1, 2011	2.5%	\$60,887	\$63,932

ARTICLE XIV  
LAYOFF AND RECALL

14.1: Layoff Procedure. The Employer may lay off employees whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- A. If a notice of reduction in the work force is given pursuant to this section, for purposes of communication, the Employer, upon request, will meet with the Association to discuss the impact of such layoff.
- B. If a Supervisors position is to be reduced, the employee with the least service seniority shall be laid off first.
- C. Upon being laid off, a Supervisor, if he so requests, shall be, in lieu of layoff, demoted to a vacant airport law enforcement patrol officer position. Their seniority in regards to benefits or retirement credit would not be affected.

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

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

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

ARTICLE XV  
RETIREMENT

15.1: Pension Plan. Members shall receive a regular retirement pension consisting of a 2.5% multiplier of their FAC multiplied by the years of service starting from the employee's first day of service.

- A. Final average compensation consists of the average of the highest 36 consecutive months in the last 60 months of service.

Compensation consists of all wages including base wage, shift differential, overtime and holiday pay. It excludes clothing allowance, mileage allowance, longevity pay, payment and retirement bonus for unused sick leave or vacation, Health Insurance opt out payments and retirement incentive bonuses.

- B. At 5 years of credit service the members shall be 100% vested in the accrued retirement benefits.
- C. Members shall be eligible for retirement under any of the following requirements.
1. 25 years of credited service at any age.
  2. 5 years of credited service and age 60.
  3. 15 years of credited service and age 55.

Employee Contribution The employee's pension contribution shall be one-half (1/2) of the annual amortized, actuarial valuation and shall not exceed 6.5% of the employee's annual compensation. The annual amortized actuarial valuation

shall be based on the actuarial assumptions and amortization periods established by the Board of Trustees of the Kent County Retirement Plan and the Kent County Board of Commissioners in their sole discretion.

Post-Retirement Increases. Beginning with the January 1st that is at least 36 full months after the effective date of the benefit, the amount of the retirement benefit will be re-determined effective each January 1st and the re-determined amount will be payable for the ensuing year. For purposes of this section "the amount of the retirement benefit otherwise payable" means the monthly amount of retirement benefit that would be payable disregarding these provisions re-determining retirement benefit amounts after retirement. The re-determined amount will be the amount determined below:

For all participants the re-determined amount will be the amount of the retirement benefit otherwise payable multiplied by the following percent, subject to the maximum stated in the next sentence:

100.0 percent. Plus 1.0 percent for each full year (excluding and fraction of a year) in the period from 12 months before the January 1st that the benefit is first re-determined, to the current January 1.

In no event will the re-determined amount be greater than the amount of the retirement benefit otherwise payable multiplied by the following fraction:

The numerator will be the average of the Consumer Price Index for the 12 calendar months ending with the month of June immediately preceding the January 1 (but in no event an amount less than the denominator below) and, the denominator will be the average of the Consumer Price Index for the 12 calendar months ending with the month of June immediately preceding the effective date of the allowance.

15.2: Retirement Bonus. An employee who retires under the Kent County Retirement Plan (other than a deferred retirement) shall as of the date of retirement have all remaining hours in the employee's reserve sick leave bank converted to pension service credit.



15.3: Retirees Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Employers retirement plan on January 1, 2009, or thereafter, in accordance with the following:

- A. Employees who retire who have a minimum of twenty-five (25) years of service or employees who receive a duty disability retirement shall receive, at the Employers expense, the lowest single subscriber health insurance currently available to bargaining unit members, up to a maximum of three hundred dollars (\$300.00) per month. 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 Employers insurance programs, not to exceed three hundred dollars (\$300.00) per month. Retirees may, at their own expense, be allowed to pay the difference between the premium amount paid by the Employer and the premium amount for any other Employer provided insurance plan selected by the retiree.
- B. Retirees with less than twenty-five (25) years of continuous service at the time of retirement shall receive a monthly pro-rata health care credit based on years of credited service in relation to 25 years, not to exceed the lowest single subscriber rate.
- C. Dependent health insurance coverage may be purchased by the retiree at the retiree's expense. Retirees surviving spouse may continue to purchase health insurance provided by the Employer at the Employers group rates, subject to the carrier's rules.
- D. Insurance premiums shall be paid commencing the first full month following retirement, including disability but excluding deferred, and ending on the death of the employee.

- E. No payments shall be made by the Employer if:
1. The employee receives a deferred pension;
  2. The employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees; if at any time the retiree terminates said employment the retiree health payments shall continue.
  3. The retiree is covered by a health care program or insurance under his spouse's employment; if at any time the retiree is not covered by the spouses insurance the retiree health payments shall continue.
  4. The balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee;
- F. Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the County's health care program that is provided to members of the bargaining unit and such benefits are subject to negotiations between the parties and the provisions of Section 12.1.

15.4: Deferred Compensation - Employees may elect to participate in the Kent County Employer sponsored section 457 Deferred Compensation Plan.

ARTICLE XVI  
ALCOHOL AND DRUG TESTING PROCEDURE

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

16.2: Condition of Employment. Compliance with the Employers Alcohol and Drug Policy is a condition of continued employment.

16.3: Consequences for Violation of this Policy. Violation of the Employers 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 such policy will not result in discipline, provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the Employers drug free policy. However, such requests and participation in counseling/treatment will not prevent disciplinary action for other violation(s) of this Alcohol and Drug Abuse Policy.

16.4: Last Chance Agreement. Individuals Subject to discharge for violation of the Employers 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:

1. The employee acknowledges in writing that he/she has a substance abuse problem.
2. The employee successfully completes an Employer approved, supervised detoxification treatment program.
3. The employee agrees in writing to remain free of alcohol/drug use and strictly complies with the Employers alcohol and drug policy.

4. The employee is subject to automatic discharge for any violation of the Last Chance Agreement or this policy while on the Last Chance Agreement and the employee and Association waives the right to grieve and arbitrate such discharge.

16.5: 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 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 Employers sole discretion to provide assistance towards rehabilitation for affected employees in appropriate cases.

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 Employers premises (or in the Employers vehicle(s)) unauthorized drugs/alcohol, or
- C. Has sold, used, distributed drugs/alcohol on or off the Employers 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/she 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 Employers 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 authorized use of prescription drugs, illegal drugs, controlled substances, and/or alcohol.

16.6: 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/her social security number placed on the containers. Both shall then be forwarded to an approved laboratory for testing. If an employee is told that the first sample tested positive, the employee may, within 72 hours of receipt of actual notice, request that the second specimen be forwarded by the first laboratory to another independent and unrelated, approved laboratory of the parties choice for confirmatory testing of the presence of the drug. If the employee refuses to comply with this procedure it shall be a presumption of guilt and the employee may be subject to discharge.

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.

16.7: Leave of Absence. At the Employers 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.

16.8: 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.

16.9: 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 employees 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.

16.10: 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.

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

ARTICLE XVII  
MISCELLANEOUS

17.1: Mileage. Effective upon ratification, reimbursable mileage shall be at the published I.R.S. rate.

17.2: 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.

17.3: Uniforms and Equipment. Uniforms and equipment shall be furnished by the Employer. Such uniforms and equipment shall be determined by Kent County Department of Aeronautics.

17.4: 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.

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

17.6: 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.

17.7: Indemnification. The County agrees, to the extent permitted by law, to defend any action brought against any officer or employee of the County where the action complained of arose out of and in the course of and within the scope of County employment.

The County may compromise, settle or pay any claim before and after the commencement of any civil action.

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

17.9: New Job Classifications Within The Bargaining Unit. 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.

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

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

17.12: 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, neither shall be held liable for any deprivation of contract rights suffered by an employee affected by the compliance efforts.

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

17.14: Tuition Reimbursement. All full time Employees with one year of employment are eligible to participate in the County Employee Tuition Reimbursement Program, pursuant to its guidelines.



17.15: Shift Differentials.

- A. Shift Differential. An employee whose scheduled shift begins at 2:00 pm or later shall receive shift differential of fifty cents (0.50) per hour for each hour worked during the shift.
  
- B. Weekend Differential. All employees who work a scheduled weekend shift which commences on or after 11:00 pm Friday and/or ends at 7:00 am Monday, shall receive a weekend differential of fifty cents (0.50) per hour for all hours worked during such weekend period.

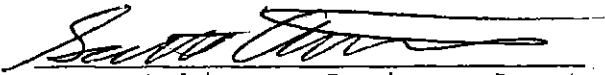
ARTICLE XVIII  
DURATION

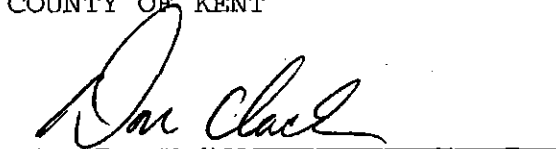
18.1: Termination. This Agreement shall remain in force until midnight, December 31, 2011, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

Gerald R. Ford Airport Command/County of Kent  
Effective January 1, 2009 through December 31, 2011  
SIGNATURE COPY

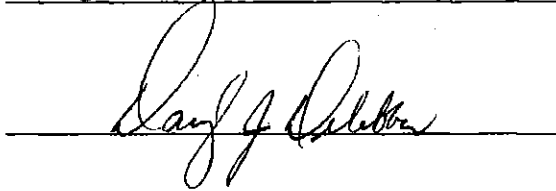
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

COUNTY OF KENT

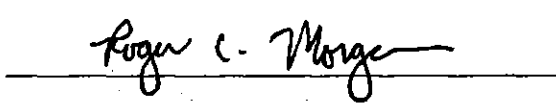
  
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Scott Atkinson, Business Agent

  
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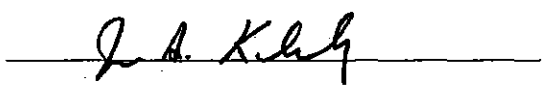
Gerald R Ford Intl Airport  
Command Association

  
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Garry Quakkelaar - President

  
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## APPENDIX A

### 3-Year Healthcare Plan Summary Chart

	2009		2010		2011	
	In Network	Out of * Network	In Network	Out of * Network	In Network	Out of * Network
<b>Preventative Care</b>	100%	80%	100%	80%	100%	80%
<b>Office Visit</b>	\$20	80%	\$20	80%	\$25	80%
<b>Urgent Care</b>	\$30	80%	\$30	80%	\$40	80%
<b>ER Visits (Waive if admitted)</b>	\$100	80%	\$100	80%	\$125	80%
<b>Deductible</b>						
<b>Individual</b>	\$200	\$400	\$200	\$400	\$250	\$500
<b>Family</b>	\$400	\$800	\$400	\$800	\$500	\$1,000
<b>Coinsurance</b>	100%	80%	95/5	75/25	90/10	70/30
(except as provided under current mental health and skilled nursing provisions)						
<b>Out-of-Pocket Max for Coinsurance</b>						
<b>Individual</b>	N/A	\$1,200	\$600	\$1,200	\$750	\$1,500
<b>Family</b>	N/A	\$2,400	\$1,200	\$2,400	\$1,500	\$3,000
(Does not include deductibles)						
<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

**WAGE SCALE - GRFIA COMMAND OFFICERS ASSOCIATION**

		Hourly	Bi-weekly	Annual
<b>1/1/2009</b>	1	\$27.930288	\$2,234.42	\$58,095.00
	2	\$29.326923	\$2,346.15	\$61,000.00
<b>1/1/2010</b>	1	\$28.558654	\$2,284.69	\$59,402.00
	2	\$29.987019	\$2,398.96	\$62,373.00
<b>1/1/2011</b>	1	\$29.272596	\$2,341.81	\$60,887.00
	2	\$30.736538	\$2,458.92	\$63,932.00