

**AGREEMENT**

**between**

**THE COUNTY OF KENT**

**-and-**

**UNITED AUTO WORKERS  
LOCAL 2600**

**Effective: April 23, 2009 through December 31, 2011**

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## **AGREEMENT**

THIS AGREEMENT, made and entered this 23<sup>rd</sup> Day of April, 2009, at Kent County, Michigan by and between the COUNTY OF KENT, hereinafter called the "County" or "Employer" and LOCAL 2600 UAW and INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) together hereinafter called the "Union".

### **PREAMBLE**

The County and the Union recognize that the efficient administration of the County Government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

Subject to law, and the paramount requirements of public service, employer-employee relationships should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment; and

Effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the County and the Union.

The parties agree to the following:

### **RECOGNITION**

Section 1.1. Collective Bargaining Unit. The County hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the County 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:

#### Unit I

All full-time and regular part-time employees employed by the County of Kent, but excluding: (a) any person who is an elected official directly responsible to the electorate of the County; (b) all Management Pay Plan employees; (c) all employees who are part of a collective bargaining unit represented by another collective bargaining agent; (d) all employees in the UAW Units II, III and IV; and (e) all temporary and irregular part-time employees.

**Section 1.2. Definitions.** The terms “employee” and “employees” when used in this Agreement shall refer to and include only those full-time employees and regular part-time employees who are employed by the County in the collective bargaining unit described herein. For purposes of this Agreement, the following definitions shall be applicable:

- (a) **Full-Time Employee:** A full-time employee is an employee who is working the official workweek on a regular schedule in a position classified by the County.
- (b) **Regular Part-Time Employee:** A regular part-time employee is an employee who is working on a regular schedule but who is working less than the full-time requirements of the position. In order to be eligible for benefits provided for regular part-time employees by this Agreement, other than accrual of sick leave and vacation, a regular part-time employee must be regularly scheduled to work forty (40) or more hours in a pay period.
- (c) **Irregular Employee:** An irregular employee is an employee who is working on any other basis, including seasonal or temporary; or an individual working under contract and who is not included within the above definitions of full-time employee or regular part-time employee.
- (d) **Supervisor:** A supervisory employee is any person with the authority to hire, transfer, layoff, discharge, promote or effectively discipline other employees, or who has the responsibility to direct other employees or effectively recommend any such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act but requires the use of independent judgment and skill.

## **UNION SECURITY AND CHECKOFF**

### **Section 2.1. Modified Security.**

- (a) All employees who are subject to this Agreement and who are members of the Union shall, as a condition of continued employment, either (1) remain members in good standing for the duration of this Agreement, or (2) pay to the Union a service fee in an amount determined by the Union to reflect its costs in negotiation and administration of the Collective Bargaining Agreement. Such service fee shall not exceed the membership dues and assessments uniformly levied upon all union members in good standing.
- (b) All new employees, commencing the month following the completion of one (1) full month of employment, shall, as a condition of continued employment, either (1) become and remain a member in good standing in the Union for the duration of this Agreement, or (2) pay to the Union a service fee as provided in subsection (a) of this Section.

Section 2.2. Checkoff.

- (a) During the life of this Agreement and to the extent permitted by the law of the applicable jurisdiction, the County agrees to deduct initiation fees and on a monthly basis Union membership dues and assessments uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee within the bargaining unit who is required under this Agreement to maintain membership in or to pay a service fee to the Union.
- (b) Union membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Union dues and assessments shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.
- (c) The County shall forward to the Treasurer of the Union, within ten (10) days following deduction, a sum equal to the total deductions for the Union membership dues.
- (d) The Union shall notify the County, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.
- (e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- (f) The County shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee's wages. The Union agrees to indemnify and hold the Employer harmless for all claims against the Employer in connection with the checkoff of Union initiation fees, membership dues, service fees and assessments.

**RIGHTS OF COUNTY**

Section 3.1. Rights. It is understood and hereby agreed that the County reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the County's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the County include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County. It is also agreed that the County has the right to determine the method, means and personnel, employees or otherwise (subcontracting subject to the provisions of Section 19.18), by which the business of the County shall be conducted and to take whatever action is necessary

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

## **UNION REPRESENTATION**

### Section 4.1. Review Committee.

- (a) The County and the Union agree to recognize a Review Committee composed of the Human Resources Director and/or his duly recognized representatives and the Unit Chairpersons from the general unit and the court units.
- (b) The Review Committee shall have the following duties and responsibilities:
  - i. To meet on a scheduled bi-weekly basis or at such other times as are mutually agreed upon between the parties for the purpose of resolving grievances or to discuss other matters of mutual concern.
  - ii. The Chairmanship of the Committee will alternate between the parties at every other meeting.
  - iii. The Committee or its representatives will be responsible for notification of appropriate Department Directors and/or Supervisors relative to the attendance of employee members of the Committee and any other employee upon whom the parties hereto mutually agree that his presence is necessary to their deliberations.
  - iv. The Committee shall keep accurate summary minutes of its meetings. Both parties acknowledge that these minutes are not to be used as official transcripts or records of meetings and as such shall not be presented as evidence in any evidentiary proceeding.

Section 4.2. Labor-Management Meetings. In every six (6) week period a meeting shall be held to discuss labor relations problems. Both parties acknowledge that this provision shall not require either party to negotiate or engage in collective bargaining without specific consent of the other party. Each party may have up to four (4) representatives at the meeting.

Section 4.3. Bargaining Committee. The Employer hereby recognizes a Bargaining Committee whose duty and function is to meet with Employer representatives for the purpose of collective bargaining negotiations as follows:

- (a) Consolidated Units I – IV Negotiations. The Employer agrees to recognize a combined bargaining committee when consolidated negotiations of all Union units are conducted, composed of ten (10) employees. Such committee shall include the President of the Local Union (but only if an employee), the Unit Chairpersons, all

chief stewards, and three (3) other employees all of whom shall have been a full-time employee for at least one year.

- (b) Separate Courts & County Unit Negotiations. All Chief Stewards from the units concerned. When all of the Court units are combined for negotiations, the Union may elect or appoint one additional employee from each of the units. When each Court unit negotiates with the Employer individually, the unit may elect or appoint two additional employees from that unit. All employees elected or appointed shall be full-time employees with a minimum of one year of seniority.

Section 4.4. Chief Stewards. The County agrees to recognize the following chief stewards for each of the areas listed below. The unit chairperson shall be selected by the Union from among the chief stewards.

1. Health Department, Animal Shelter and Cooperative Extension
2. Sheriff's Department, Fleet Services, Department of Public Works, Drain Commission and Zoo
3. Airport
4. County Administration Building
5. Prosecutor's Office, Department of Human Services Building and Community Development
6. 17<sup>th</sup> Judicial Circuit Court, Family Court (Juvenile Court, Juvenile Detention, Friend of the Court, Probate Court) and 63<sup>rd</sup> District Court

Section 4.5. Stewards. The Employer agrees to recognize the following stewards as indicated for each of the groups listed below. Each steward shall be a full-time employee with a minimum of one year of seniority. A steward shall act in a representative capacity for the purpose of processing and investigating grievances for the employees in his group and shall have no authority to act in such capacity outside of his designated area:

#### **STEWARDS**

<u>(a) Area of Responsibility</u>	<u>Number of Stewards</u>
Airport	1 steward
Health Department, Animal Shelter and Cooperative Extension (2 from Health Department and 1 from the Animal Shelter)	3 stewards
Sheriff's Department – Fleet Services	2 stewards
Department of Public Works & Drain Commission	1 steward

County Administration Building, County Courthouse, Department of Human Services, 82 Ionia (Non-Courts), Housing and Community Development 2 stewards

Zoo 1 steward

**Courts:**

Circuit Court, Court Clerks, Court Services, Probate Court 2 stewards

Friend of the Court 1 steward

Circuit Court Family Division (Cedar Street) 1 steward

Juvenile Detention (1 steward 1<sup>st</sup> shift and 1 steward 2<sup>nd</sup> & 3<sup>rd</sup> shift combined) 2 stewards

63<sup>rd</sup> District Court 1<sup>st</sup> Division and 2<sup>nd</sup> Division 1 steward

- (b) During the term of this Agreement, if the Union can demonstrate the need for additional representation, the County agrees to negotiate additional stewards. During the term of this Agreement, if the County can demonstrate the need for a reduction in representation, the Union agrees to negotiate a reduction of stewards.

**Section 4.6. Alternates.** The Union shall select alternate committee members and stewards who shall function solely in the absence of their regular Union representative.

**Section 4.7. Notice of Representatives.** The Union agrees to furnish the County a current roster listing the names of its officers, committee members, stewards and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the County.

**Section 4.8. Union Representatives.** Any representative of the International UAW Union may be present at any meetings between the parties.

**Section 4.9. Bargaining Committee Lost Time.** Employee members of the bargaining committee shall be paid by the Employer for time spent in negotiations but only for the straight-time hours they would have otherwise worked on their regular work schedule.

## **GRIEVANCE PROCEDURE**

**Section 5.1. Definition of Grievances.** A grievance shall be a written complaint by an employee or the Union concerning the application and interpretation of this Agreement.

**Section 5.2. Grievance Procedure.** All grievances shall be processed in the following manner:

**Step 1. Verbal Procedure.**

An employee with a complaint shall discuss the matter with his immediate supervisor or appropriate management personnel within five (5) days after the occurrence or knowledge of the occurrence of the events giving rise to the complaint. At the request of the employee, the employee may have his steward present in order to participate in the informal discussion. Every effort shall be made to settle the grievance in this manner.

**Step 2. Written Procedure.**

If the complaint is not satisfactorily resolved in the Verbal Procedure, the complaint shall be reduced to a written grievance and presented to the Department Director or the highest ranking supervisor in charge of the employee within ten (10) days following the Step 1 discussion. The written grievance shall set forth the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The written grievance shall be signed by the aggrieved employee and his steward or the Chief Steward for the appropriate area. The Department Director or supervisor, steward and grievant shall discuss the grievance within ten (10) days following receipt of grievance. A representative from Human Resources and the Chief Steward may be present.

The Department Director or supervisor shall give a written answer to the grievance to the grievant within ten (10) days after the Step 2 meeting. A copy of the written grievance and answer shall be mailed or delivered to the Chief Steward, Unit Chairperson and the Human Resources Director for informational purposes.

**Step 3. Review Committee Appeal.**

If the grievance is not satisfactorily settled in Step 2, the steward may appeal the Step 2 decision by submitting the grievance together with the reason for the appeal to the Human Resources Director within five (5) days following receipt of the Employer representative's answer in Step 2. The grievance shall be placed on the agenda for discussion between the Review Committee and County representatives at its next scheduled meeting. The County shall submit its final written answer to the grievance to the Unit Chairperson within fourteen (14) days following the meeting where the grievance was discussed.

**Section 5.3. Grievance Resolution.** If the Human Resources Director disagrees with the settlement reached at Step 1 or 2, he shall notify the appropriate Unit Chairperson and place that grievance on the agenda for the next Review Committee Meeting.

**Section 5.4. Chief Steward Consultation.** A steward has the right to confer with his Chief Steward prior to his meeting with management personnel in Step 2. Such consultation that occurs during the normal business day shall be conducted so that unreasonable interference of the normal duties of the employee involved will not occur. A Chief Steward shall act as a steward for all personal grievances of the stewards in his designated area. A Chief Steward shall act as a steward in the absence of both the regular department stewards and alternates.

**Section 5.5. 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 Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the County, the grievance shall automatically advance to the next step, but excluding arbitration. 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 5.6. Time Computation.** Saturday, Sunday and holidays recognized by this Agreement shall not be counted under the time procedure established in the Grievance Procedure.

**Section 5.7. Steward Reporting.** When it is necessary for a Union Chief Steward/steward to leave his work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, such Chief Steward/steward shall notify his immediate supervisor and/or designee. He shall return to his job as promptly as possible and upon returning, he shall immediately report to his supervisor and/or designee. If it is impossible for a Chief Steward/steward to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made. When it is necessary for a Chief Steward/steward to go into a department to process a grievance, the Chief Steward/steward shall advise the Department Director and/or designee of his appearance in the department.

**Section 5.8. Grievance Form.** The grievance form shall be mutually agreed upon.

**Section 5.9. Lost Time.** The County agrees to pay for all reasonable time lost by an employee, including Union officers and stewards, during regular scheduled working hours while processing a grievance or in attendance at an arbitration hearing, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the County has notified the Union of the abuse and, after discussion between the Union and the County, the abuse has not been corrected within a designated period of time.

**Section 5.10. Expedited Grievances.**

- (a) **Class Action Grievances.** The Unit Chairperson or President may file a class action grievance if the matter concerns the entire bargaining unit. Any class action grievance must be filed with the Human Resources Director (with a copy to the Department Director) at Step 3 of the Grievance Procedure within fifteen (15) days after the occurrence or the Union's knowledge of the occurrence of the events giving rise to the grievance.

- (b) Policy Grievances. A policy grievance is a grievance which concerns the employees of a particular department or division of a department. A policy grievance must be filed by the Unit Chairperson with the Department Director or designee (with a copy to the Human Resources Director) at Step 2 of the Grievance Procedure within fifteen (15) days after the occurrence of the Union's knowledge of the occurrence of the events giving rise to the grievance.
- (c) Discharge Grievances. Should an employee who has been discharged consider such discharge to be improper, any grievance must be processed initially at Step 3 of the Grievance Procedure within ten (10) days of the date of the discharge by filing a written grievance with the Human Resources Director with a copy to the Department Director.

## **ARBITRATION**

**Section 6.1. Pre-Arbitration.** A pre-arbitration conference shall be scheduled before an arbitration request is made.

- (a) The Union may request a pre-arbitration meeting for a grievance, if dissatisfied with the Employer's answer at Step 3.
- (b) The pre-arbitration shall be scheduled no later than the next Labor Management meeting following the Employer's answer at Step 3 of the Grievance Procedure.
- (c) The pre-arbitration meeting shall be attended by the Human Resources Director of the Employer, the Grievance Co-Chairpersons of the Union and the parties' respective counsels or International Representative and such other persons as the parties may agree are necessary.

**Section 6.2. Arbitration Request.** The Union may request arbitration only during the term of this Agreement, or any extensions thereof, of any unresolved grievance, which is arbitrable, by notifying the Human Resources Director in writing of its intent to arbitrate within thirty (30) calendar days following the date of the pre-arbitration conference. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, may notify the Human Resources Director in writing of its intent to arbitrate at any time after the Step 3 answer would have otherwise been due. By mutual agreement, in writing, the thirty (30) day time limit may be extended, provided the length of the extension is specified. If arbitration is not sought within the thirty (30) day period specified in this Section, or any extension thereof, the grievance shall be considered settled on the basis of the Employee's Step 3 answer.

Section 6.3. Selection of Arbitrator. Upon the filing of a timely request for arbitration with the Employer, the parties shall attempt to mutually agree upon an arbitrator. If no agreement is reached within ten (10) days, the arbitrator shall be selected from a panel of Michigan arbitrators submitted by the Federal Mediation and Conciliation Service. Each party will alternately strike a name from the panel and the remaining name shall serve the arbitrator. Either party shall be permitted to obtain a second panel if the first panel is unacceptable.

The fees and expenses of the arbitrator shall be shared equally by the Union and the County.

Section 6.4. Arbitrator's Jurisdiction. 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 in any respect. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement, as generalized in Section 3.1 hereof. The arbitrator shall have no authority to rule upon job descriptions, work assignments (not reclassification), 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. Any award of the arbitrator shall not be retroactive more than fifteen (15) days prior to the time that the grievance was first submitted in writing; provided, however, that in situations where the events causing the grievance were unknown to the grievant, if appropriate, the award may be retroactive not more than sixty (60) days prior to the time the grievance was first submitted in writing. The arbitrator shall have no authority to award interest on monetary awards. The arbitrator's decision shall be final and binding on the Union, the County and its employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction. Nothing herein shall be construed as limiting either party from challenging the decision of the arbitrator as to arbitrability of an issue.

Section 6.5. Multi-Forum Waiver. The Union and the employee involved hereby waive the right to arbitration in this Agreement if the employee challenges the Employer's action under the provisions of any Veteran's Preference legislation. If arbitration is elected, the employee hereby waives any statutory right that may be provided under such legislation.

## **DISCIPLINE AND DISCHARGE**

### Section 7.1. Discipline and Discharge.

- (a) The parties agree that the standards of just cause for imposition of discharge or disciplinary suspension are not the same as the standards required by law arising out of the alleged commission of crimes. Therefore, any discharge or disciplinary suspension shall be based upon the standards of just cause, independent of the issuance of or the lack thereof of a criminal complaint. The Union acknowledges that the Employer may temporarily transfer an employee or change his work duties, without loss of pay or benefits, pending investigation of alleged misconduct, whether

there are criminal allegations or not, if in the Employer's opinion, such action is warranted due to the public duties or interest involved. Furthermore, the Union acknowledges that the Employer has the right to suspend an employee, with or without pay, pending an investigation. If the investigation reveals no misconduct resulting in disciplinary action, the employee shall be made whole.

- (b) For informational purposes, the Employer agrees to mail during the normal course of business to the Union's Unit Chairperson and Union office notice of all discharges or disciplinary suspensions.
- (c) Discipline will be of a corrective/progressive nature, (example: verbal, written, suspension, etc.) except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action including discharge should it be required by the circumstances.
- (d) Disciplinary action will be taken for just cause. In the event that disciplinary action results in loss of pay or discharge, the employee will be informed of his right to be represented by his steward at the time the disciplinary action is imposed. All disciplinary action is to be in writing stating the reasons for such action and provided to the employee.
- (e) In imposing discipline on a current charge, the Employer will not take into account any prior verbal or written warnings more than eighteen (18) months old nor any prior disciplinary suspension more than thirty (30) months provided the employee is free of discipline during such periods. If an employee remains free of discipline, the employee may request in writing of the Human Resources Director that all prior discipline be removed from his personnel file (after eighteen [18] months for verbal and written warnings and thirty [30] months for disciplinary suspensions) and placed into the employee's confidential file.

#### Section 7.2. Counseling Memoranda.

- (a) Counseling memoranda may be utilized by the Employer to communicate expectations and performance deficiencies to employees. Counseling memoranda shall not be construed as disciplinary action and shall not be subject to the arbitration procedure set forth in this Agreement. An employee may, however, request that the counseling memoranda be processed through Step 2 of the Grievance Procedure.
- (b) The presence of a steward is neither necessary nor an entitlement where the purpose of a meeting called by management is to deliver or explain a counseling memorandum.
- (c) Because counseling memorandums are not contractually considered discipline, they will not be used to support later discipline or be introduced in evidence in support of later discipline, except to establish prior notice to the employee of the employer's expectations and/or prohibitions.

Section 7.3. Investigatory Interviews. An employee has the right to request the presence of his union representative during an investigatory interview if the employee reasonably believes that he will be disciplined as a result of such interview.

Section 7.4. Employee Representation for Discipline and Discharge.

- (a) Any employee prior to being suspended or discharged shall be advised by their Supervisor as to their right to Union Representation; or, when it is apparent discipline will be imposed, the employee(s) involved may request participation by the Union Representative. If Union Representation is requested, the conversation will cease until the Union Representative is present. At that point, the Supervisor will advise the employee and the Union Representative of the discipline contemplated and the reason for it.
- (b) If the employee accepts union representation, the union representative shall, upon request, be granted a reasonable opportunity to caucus privately prior to the actual imposition of discipline.
- (c) Notwithstanding the provisions of Section 4.5, if the union steward or alternate for the employee's area is not available within a reasonable period of time, the chief steward or unit chair may be utilized.

### **STRIKES AND ILLEGAL ACTIVITY**

Section 8.1. No Strike. During the term of this Agreement or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the County; or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 8.2. Penalty. Any employee who engages in any activity prohibited by Section 8.1 shall be subject to such disciplinary action as the County deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 8.1.

### **HOURS OF WORK AND OVERTIME**

Section 9.1. Workweek. The normal workweek of County employees shall be forty (40) hours per week, not including meal periods, unless regularly scheduled otherwise.

Definition: Normal work week. A normal work week for regular full-time employees shall consist of forty (40) hours, not including meal periods.

Normal work day. A normal work day for such employees shall be eight (8) hours, not including meal periods, unless regularly scheduled otherwise.

The County reserves the right to establish or change the starting times for any or all shifts based on operational need. In the event of a change in starting time, shift preference shall be resolved based on the seniority of those employees in the affected department.

Section 9.2. Overtime.

- (a) All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of an employer management representative.
- (b) Whenever possible, an employee shall be notified at least one (1) hour before the end of his shift of the necessity to work beyond the end of his regularly scheduled shift.
- (c) Absent an emergency situation or act of God, no employee shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period or more than thirty two (32) hours of overtime in any one workweek.
- (d) The parties agree with the principal of overtime rotation. The departments and department divisions where overtime rotation is applied are set forth in Letters of Understanding attached to this Agreement or as may be entered into during the term of this Agreement.

Section 9.3. Overtime Premium Pay.

- (a) Time and one-half (1 ½) the employee's regular straight time rate shall be paid for all hours worked in excess of forty (40) hours in any one workweek.
- (b) Employees who are subject to a partial overtime exemption under Section 7(k) of the Fair Labor Standards Act (i.e., youth specialist, surveillance officer, airport law enforcement, etc.), other than airport rescue fire fighters, shall receive time and one-half (1 ½) the employee's regular straight time rate for all hours worked in excess of eighty (80) hours in a two week pay period.
- (c) 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, personal leave days, funeral leave, witness leave, jury duty leave, doctor/dental time and compensatory time.

Section 9.4. Call Back Pay. A full-time employee who is called back to work at hours between the end and start of his scheduled shift shall be guaranteed two (2) hours of work or equivalent pay at time and one-half (1 ½) and additional time beyond the two (2) hours will be paid at time and one-half (1 ½). It is understood that in such event the Employer is not obligated to provide

more than eight (8) hours of work. Overtime that is scheduled contiguous with the beginning or ending of the employee's regular shift or on days off shall be paid at time and one-half (1 ½) for such hours worked provided the employee has worked forty (40) hours within the workweek. Overtime is scheduled if the employee has notice of such overtime prior to the end of the employee's shift.

Section 9.5. Scheduled Weekend Overtime. A full-time employee who is scheduled to work overtime on the weekend shall be guaranteed four (4) hours of work or equivalent pay at time and one-half (1 ½) his regular straight time rate of pay.

Section 9.6. Pyramiding. There shall be no pyramiding of overtime premium payment for weekly overtime hours, holidays, weekend overtime and call-back pay.

Section 9.7. Shift Bidding. The parties agree with the principal of shift bidding. The departments and departmental divisions where shift bidding is applied are set forth in a Letter of Understanding attached to this Agreement or as may be entered into during the term of this Agreement.

## SENIORITY

### Section 10.1. Seniority Definition.

- (a) Seniority. Seniority shall be defined to mean the length of the employee's continuous service commencing from his last date of hire. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames as of date of hire. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.
- (b) Continuous Service. Continuous service is defined as that time actually spent on the active payroll of the County as of the last date of hire plus approved leaves of absence periods unless otherwise provided in this Agreement. Continuous service is not recognized until an employee completes his probationary period. Continuous service shall include all periods of paid leave of absence, FMLA leave and military leave. Unpaid leaves of absence in excess of thirty (30) days shall not be considered continuous service. Temporary full-time service which immediately precedes the transfer of an employee to a regular full-time position shall be given full credit in figuring continuous service. Continuous service at any facility or operation taken over by the County shall be considered as continuous service with the County as determined by this Agreement.

Section 10.2. Bargaining Unit Seniority. Bargaining unit seniority shall be defined as the length of continuous service within the bargaining units (Units I, II, III and IV). An employee who was a member of any of the recognized UAW bargaining units as of the date this Agreement is entered into shall be deemed to have bargaining unit seniority equal to their seniority as defined in Section 10.1. The application of bargaining unit seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 10.3. Probationary Employees.

- (a) All employees shall be on probation until they have completed six (6) months of employment. During this probationary period an employee may be discharged or terminated without recourse and without regard to this Agreement. The parties may agree to extend the probationary period of any employee. Such extension must be in writing, specify the length of extension and be signed by both parties. In order to receive full or prorated benefits as specified throughout this Agreement, an employee must complete 1,040 hours of work.
- (b) Job Probation. An employee who is transferred or promoted to another classification within the same bargaining unit shall be on job probation for the first six (6) months during which time an employee may disqualify himself or be disqualified by the Employer, in which case he shall return to his former classification. Other affected employees shall also return to their previous classification. An employee who is transferred or promoted to another classification in one of the other units represented by UAW Local 2600 shall have benefits and seniority transferred but if disqualified shall not have return rights to his former classification. In the event an employee is transferred or promoted to a classification outside the bargaining units represented by UAW Local 2600, the employee's seniority is subject to the provisions of Section 10.6 and if the employee is disqualified he shall not have any return rights to his former classification. For the purpose of benefits predicated on length of service, the employee's continuous service date shall not change in the event of transfer or promotion to any position.
- (c) An employee on job probation may apply for vacant positions.

Section 10.4. Seniority List. The County shall prepare a position control/seniority list and submit said list to the Union quarterly not later than May 1, August 1, November 1, and February 1 respectively. The position control/seniority list shall include the employee's name, continuous service date, anniversary date, classification title, compensation range and step. The Employer may rely upon the seniority list as furnished to the Union unless the Union responds otherwise within five (5) days after its receipt. There shall be two lists provided, one for part-time and one for full-time employees.

Section 10.5. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge.
- (b) Absence from work for three (3) consecutive working days unless otherwise excused.
- (c) Failure to return to work upon recall from a layoff.

- (d) 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.
- (e) Lay-off for more than twenty-four (24) months or length of the employee's seniority, whichever is less.
- (f) Retirement under the Employer's retirement plan.
- (g) Personal leave, disability leave or a workers compensation leave for a period of twenty-four (24) months or length of the employee's seniority at the time the leave commenced, whichever is less.

**Section 10.6. Transfer to a Non-Bargaining Unit Position.** An employee who is transferred or promoted to a position outside any of the bargaining units represented by the UAW (I, II, III, IV) shall not accumulate bargaining unit seniority. After the employee has spent six (6) months in the new position, the employee shall lose all bargaining unit seniority.

## **LEAVES OF ABSENCE**

### **Section 11.1. Personal Leave.**

- (a) **Personal Leave Without Pay.** Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Department Director. Such request shall state the reasons for the leave. Approval shall be in writing by the employee's Department Director and the Human Resources Director.
- (b) **Union Leave Without Pay.** The County may grant up to five (5) consecutive days leave of absence without pay to any member of the Executive Board, Chief Stewards, Stewards and Committee persons, to attend Union functions or seminars, provided, however, that reasonable advance notice is given and that such leave does not interfere with the personnel requirements of the department. Seniority and all fringe benefits shall continue during such leave. Exceptions to the five (5) consecutive days<sup>2</sup> leave may be made for employees with unique scheduling circumstances.

**Section 11.2. Procedure for Requesting Leaves.** Requests for a leave must be submitted in writing by the employee to his department director at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave shall state the reason for the leave and the exact dates, if known, on which the leave is to begin and end. Approval or denial of the leave of absence shall be furnished in writing to the employee by the department director within ten (10) days after the request for a leave of absence is received by the department director. Any request for an extension of a leave of absence must be submitted in writing to the department director at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the

employee is expected to return to work. Approval or denial of the extension request shall be furnished in writing to the employee.

Section 11.3. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on a leave of absence unless agreed to by their Department Director. Acceptance of employment or working for another employer while on a leave of absence shall result in the immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by a provision of the leave Section involved.

Section 11.4. Sick Leave. It is agreed that employees shall earn and be granted sick leave in accordance with the following schedule:

- (a) No sick leave payment will be made to a newly hired employee during the probationary period or to a terminating or retiring employee after the last day worked.
- (b) Full-time and regular part-time employees shall earn and accrue sick leave at the rate of eight (8) hours sick leave for each one hundred seventy-three (173) straight time hours worked. For purposes of this Section, straight time hours worked shall include paid but unworked holidays, vacations, paid sick leave and County paid leaves of absence.
- (c) In no event shall accumulated earned sick leave exceed 1,440 hours.
- (d) An employee may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duties because of illness or injury.
- (e) An employee may use paid sick leave when there is a medical emergency in the employee's immediate family (spouse, child or parent). The Human Resources Director must approve such usage.
- (f) A full-time employee shall be allowed up to 10 hours each year, not charged against sick leave, for doctor and dental appointments. Time spent at doctor and dental appointments in excess of the 10 hours provided herein shall be deducted from the employee's sick leave. The employee must submit a signed verification from the doctor/dentist substantiating the appointment.
- (g) No sick leave shall be granted for minor ailments which would not affect the safety of the employee, or of other persons, or of property, while performing job duties.

- (h) Medical certification will generally not be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certificates, or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the County for each absence regardless of duration if the County has reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal. For clarification purposes, this subsection is interpreted as giving the Employer discretion of medical or written statement, and that, in the event an employee is ready for work, he may be prevented from working until he obtains the medical statement verifying his illness.
- (i) Before an employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the County that he is fit to again perform his duties.
- (j) Any unused and accumulated sick leave earned during full time employment shall be available for use by the employee if the employee transfers to a regular part time position.

**Section 11.5. Funeral Leave.** An employee shall be granted a leave of absence to attend the funeral when a 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) The employee's 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) The employee's aunt, uncle, step-brother, step-sister: one (1) day.

Leaves granted 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 rate of pay, exclusive of all premiums, for such lost time. The Employer may require evidence of death and relationship of the deceased to the employee.

**Section 11.6. 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 County the difference between the amount received for such training and the employee's regular salary or wage.
- (c) Any permanent 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 County the difference between the amount the employee receives for such duty and his regular salary or wage for a period pursuant to County policy.

**Section 11.7. Jury Leave.** Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for the 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 not more than the employees normally scheduled straight time hours for that day 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 Employer, an employee must:

- (a) Give the department director 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 11.8. Witness Leave.** An employee legally subpoenaed as a witness in any criminal case 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 otherwise would have worked, the employee shall receive his straight time regular rate of pay for scheduled work hours, up to a maximum of five (5) days, forty (40) hours per calendar year. In order to receive the regular rate of pay under the terms of this Section, an employee must:

- (a) Turn over to the Employer all compensation, fees, or moneys received by the employee in return for the employee's service as witness (excluding mileage);
- (b) Give the department director 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 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 if, after the employee is subpoenaed by the court to serve as a witness, the employee is released by the court during the employee's regularly scheduled shift.

Section 11.9. Family and Medical Leave. An employee on a Family and Medical Leave will be required to utilize his paid leave time, vacation and holiday time. The employee may request to retain up to one-half (½) of his accrued vacation time as of the date the Family and Medical Leave began. Such request must be made in writing prior to the commencement of the leave unless the employee is prohibited from doing so because of an emergency.

Section 11.10. Workers Compensation Supplement.

- (a) In case of work-incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefits under Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Human Resources Director, shall be allowed salary payments, which with his compensation benefit, equal his regular salary or wage. The period covered by the above shall be a once in a lifetime benefit period not to exceed six (6) consecutive weeks. Thereafter, an employee may supplement worker's compensation benefits by utilization of accrued sick leave bank up to the employee's normal earnings. Upon exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan. An employee who is receiving only worker's compensation benefits shall be placed on an unpaid leave of absence and benefits provided by this Agreement will be treated accordingly.
- (b) Salary supplements or accrued sick leave paid to any employee on a worker's compensation leave as set forth above shall not reduce or be coordinated with disability benefits received under the Worker's Compensation Law Section 354(1) not withstanding.

## VACATIONS

Section 12.1. Vacation Accrual.

- (a) All full time and regular part time employees shall earn vacation according to the following schedule:

<u>SENIORITY</u>	<u>VACATION HOURS PER HOUR WORKED</u>	<u>2080 HOURS EQUAL</u>
6 mos. to less than 6 years	.038462 vacation hours	80 Hours
6 years to less than 10	.057692 vacation hours	120 Hours
10 years	.061538 vacation hours	128 Hours
11 years	.065384 vacation hours	136 Hours
12 years	.069231 vacation hours	144 Hours
13 years	.073077 vacation hours	152 Hours
14 years	.076923 vacation hours	160 Hours
15 years	.080769 vacation hours	168 Hours
16 years	.084615 vacation hours	176 Hours
17 years	.088461 vacation hours	184 Hours
18 years	.092307 vacation hours	192 Hours
19+ years	.096154 vacation hours	200 Hours

- (b) For purposes of this Section “hours worked” is defined as straight time hours paid, including all Employer paid leaves. For purposes of this Section “seniority” is defined in section 10.1 unless otherwise specified.
- (c) Upon completion of his probationary period an employee will be credited with forty (40) hours of vacation. Thereafter, the employee will earn and accrue vacation time according to the vacation schedule set forth above.

Section 12.2. Vacation Schedule. Although the Employer reserves the right to allocate vacation leaves, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the Employer. Vacation leave requests shall be submitted to the department director or designee prior to February 15 for the period February 16 through February 15 of the following year. Conflict among employees for desired vacation leave shall be resolved by giving preference to the employee with the greatest seniority, provided that the senior employee’s preferred date for vacation leave has been submitted to the department director prior to February 15. All vacation requests submitted after February 15 shall be resolved on a “first come, first serve” basis. Once an employee has made his selection, he shall not be permitted to change his selection if it disturbs another employee’s choice of vacation leave. Where the change in selection does not affect another employee’s choice, the department director may grant a change in the vacation schedule. Under most circumstances, the Employer will give the employee a response to his vacation request as soon as possible and within two (2) weeks shall be used as a guideline. An employee will be permitted to take his vacation leave one (1) day at a time upon advance mutual approval of the department director and the employee.

Section 12.3. Vacation Pay. Vacation pay will be computed at the straight time hourly rate, exclusive of all premiums, an employee is earning at the time he takes his vacation leave.

Section 12.4. Vacation Pay on Termination. Employees shall receive payment for accrued, but unused, vacation upon termination of their employment with the County.

Section 12.5. Hospitalized during Vacation. If an employee is hospitalized during his vacation period and presents a physician's statement specifying the hospitalization date(s), the time involved in the hospital may be charged to the employee's accumulated sick leave and not to vacation.

Section 12.6. Vacation Accumulation. An employee shall not accumulate vacation at any one time in excess of two hundred eighty (280) hours.

Section 12.7. Vacation Buyback. An employee earning 160 or more vacation hours at the beginning of the calendar year, who has taken at least 80 hours of vacation 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 all applicable taxes. The request should be submitted to the employee's department director for approval. Employees who participate in the County's Section 457 Deferred Compensation Plan may elect to contribute part or all of the payment in lieu of vacation to their deferred compensation accounts on a pre-tax basis, up to established maximums.

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

## HOLIDAYS

Section 13.1. Recognized Holidays. All full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	December 24
Labor Day	Christmas Day

If an employee is scheduled more than eight (8) hours per day, the employee has the option to take unpaid time or use vacation or personal paid time to supplement holiday pay.

Section 13.2. Holidays for Regular Part-Time Employees. Regular part-time employees shall receive four (4) hours pay at their regular straight rate for each of the recognized holidays for which they are eligible. Such pay will be made in the pay period in which the holiday occurs.

Section 13.3. Holiday Eligibility. An employee's eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) The employee must have been a full-time or regular part-time employee on the date of the holiday.

- (b) The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday. Exceptions will be made for an employee who is off work due to hospitalization or a personal medical condition that incapacitates them from performing their duties. A department director or designee may require medical certification of the employee's inability to work on the day(s) in question.
- (c) The employee must not be on layoff.
- (d) The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed the employee will receive the applicable holiday pay.
- (e) An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay.

Section 13.4. Holiday Observance. 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. For employees employed in a seven (7) day a week operation, the holiday is the actual calendar date of the holiday for purposes of Section 13.6.

Section 13.5. Holiday During Vacation. Should a holiday fall during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and shall not be charged for a vacation day on the date the holiday is recognized.

Section 13.6. Holiday Work. Full-time employees who are required to work on any recognized holiday shall receive time and one half (1 ½) their regular straight time rate of pay for all hours actually worked on the holiday and, at the employee's option, receive holiday pay or a day off with pay. For purposes of this Section holiday work means all hours of a shift which begins on the date of the holiday. Days off with pay shall be treated as personal time. Part-time employees who are required to work on any recognized holiday shall receive time and one-half (1 ½) their regular straight time rate of pay for all hours actually worked on the holiday.

Section 13.7. Personal Time.

- (a) All full-time employees covered by this Agreement who have completed their probationary period shall be credited with sixteen (16) hours of personal time in January of each year.
- (b) Full-time employees who are at the G step of their respective classification shall be credited with an additional eight (8) hours of personal time in January of each year. Regular part-time employees who are at the G step of their respective classification shall be credited with four (4) hours of personal time in January of each year.
- (c) Personal time has no monetary value and must be taken during the calendar year or lost.

## INSURANCE

Section 14.1. 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.
- (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 reserves the right to establish a self-insurance health and prescription 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 health insurance program.

Section 14.2. Plan Design. 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. The parties agree that in the event a committee is formed to discuss plan design changes during the term of this Agreement the bargaining unit shall have a representative on such committee.

Section 14.3. Part-Time Employee Health Insurance. Regular part-time employees who are not covered by any other health insurance plan shall be eligible for a thirty-five dollar (\$35.00) per pay period credit towards the County health insurance program.

Section 14.4. Laid Off Employee Health Insurance. Health insurance for an employee who is laid off will be provided until the end of the month if the layoff occurs on or before the 15<sup>th</sup> of the month. Health insurance will be provided to the end of the following month if a layoff occurs on or after the 16<sup>th</sup> of the month.

Section 14.5. Payment in Lieu of Health Insurance. Notwithstanding the provisions of Section 14.1, effective with the execution of this Agreement, a full-time employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 14.1 and in lieu thereof, shall receive thirty-five dollars (\$35.00) 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 Human Resources after thirty (30) days of the execution of this Agreement, and annually thereafter during the open enrollment period.
- (c) All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period.
- (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 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 14.6. Dental Benefit Plan.** All full-time employees shall be provided with a dental program, paid by the Employer, with benefits which pay one hundred percent (100%) of Class I benefits (two cleanings and one set of x-rays per year) per year. All other dental fees, including orthodontics, will be reimbursed at the rate of fifty percent (50%). Effective January 1, 2009, the maximum dental benefit shall be \$2,200 per year. Effective January 1, 2011, the maximum dental benefit shall be \$2,300.

**Section 14.7. Life Insurance.** Effective as soon as possible following ratification, the County shall pay the required premiums to provide each full-time employee with a thirty thousand dollar (\$30,000) Term Life Insurance policy with double indemnity for accidental death. Effective January 1, 2010, the amount of the term life insurance benefit shall be increased to thirty-five thousand dollars (\$35,000). Effective January 1, 2011, the amount of the term life insurance benefit shall be increased to forty thousand dollars (\$40,000).

**Section 14.8. 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 14.9. Premium Payments.** Health and life insurance premiums shall be paid by the Employer commencing at the time of the next regular payment made in accordance with the Employer's procedures, following the month of employment. Employees who are laid off or go on a leave of absence shall assume full cost of such premiums commencing the first full month following their layoff or commencing their leave of absence.

Section 14.10. Section 125 Plan. All premiums for health insurance shall be pre-taxed. Employees may elect to participate in the County's Section 125 plan.

Section 14.11. Vision Plan. The Employer will continue the vision plan currently in effect for full-time employees. The plan will provide for glasses each year if there has been a prescription change.

Section 14.12. Retirees' Health Insurance. In lieu of any payout for accumulated sick leave under Section 11.4, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan on January 1, 1991, or thereafter, in accordance with the following:

- (a) Employees who retire on or after January 1, 2009, who have a minimum of twenty-five (25) years of service, and employees who receive a duty disability retirement on or after January 1, 2009, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members, up to a maximum of three hundred dollars (\$300) per month.
- (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) Insurance premiums shall be paid commencing the first full month following retirement, including disability but excluding deferred retirement, and ending upon the death of the employee.
- (d) 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.
- (e) No payments shall be made by the Employer if:
  - i. the employee receives a deferred pension;
  - ii. the employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
  - iii. the retiree is covered by a health care program or insurance under his spouse's employment;
  - iv. 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 14.1.

## **RETIREMENT**

### Section 15.1. Pension Plan.

- (a) The Kent County Employee's Retirement Plan first effective on January 1, 1949, shall be continued and shall, for employees who retire on or after January 1, 2001, provide retirement benefits at 2.50% of the employee's final average compensation as defined in the plan after five (5) years of continuous service. Final average compensation shall be the best three (3) consecutive years of the last five (5) years of service.
- (b) The employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation. 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 the Kent County Board of Commissioners in their sole discretion. During the term of this Agreement the maximum employee contribution shall not exceed 6.5% of the employee's annual compensation.

Section 15.2. Retirement Service Credit. Employees who retire under the Kent County Retirement Plan on or after January 1, 2009 (other than a deferred retirement) who as of the date of the retirement have unused sick leave shall receive pension service credit for all unused sick leave time.

Section 15.3. Deferred Compensation. Employees may elect to participate in the Employer sponsored Deferred Compensation Plan. The minimum contribution to the Deferred Compensation Plan is twenty-five dollars (\$25.00) per pay period.

## **WAGES**

### Section 16.1. Classification and Rates.

- (a) The classification pay plan adopted by the County and the rate schedule attached as Appendix "A" is incorporated herein and made a part of this Agreement. Effective the first full pay period beginning on the dates indicated, increase all pay grades and steps according to the schedule in Appendix A.
- (b) The Union acknowledges that salary step increases shall be on a merit basis upon written authorization of the department director to the Human Resources Director. A

department director shall be permitted to withhold an authorization for a step increase for a period not to exceed six (6) months. The employee will be advised in writing of this action prior to his anniversary date of the reasons for withholding the merit increase. However, it is agreed that if no written disciplinary action is given to an employee during the first six (6) months of his employment, the Step B or next step increase shall be automatic upon completion of six (6) months of service. Other step increases shall be given after an additional one (1) year of service after each step, provided that the department director does not withhold in writing such step increase prior to the employee's anniversary date.

- (c) Anniversary date shall mean: The date on which an employee has completed six (6) months of satisfactory service, and the corresponding date in each year thereafter, unless changed due to promotion, reclassification, demotion, separation or rehire.
- (d) When an employee is reclassified to a classification in a higher salary range, his salary shall be adjusted to the minimum of the range for the new classification or to that salary step next above his present rate, whichever is higher. The anniversary date shall not change. When an employee is reclassified for any reason other than disciplinary demotion to a classification in a lower salary range, he shall be paid the same salary he was receiving prior to such reclassification or the maximum of the rate range, whichever is lower. The employee in any classification for which the salary rate range is reallocated shall remain at the same step within the new range.
- (e) An employee who is demoted as a disciplinary measure shall receive the minimum rate of the pay of the rate range for his new classification.
- (f) The wage rate of an employee who is promoted to a higher classification within the bargaining unit shall be adjusted to the minimum of the rate range of the employee's new classification or to the next step above his present rate, whichever is higher. An employee who is promoted shall be considered on job probation for six (6) months for his new position only. At the completion of this job probation, he shall be eligible for a pay increase and retained in this new position or he shall be returned to his former position without loss of seniority and any pay increases due him in his former position.
- (g) All pay increases shall commence on the date the employee is eligible for the pay increase.
- (h) A part-time employee's step increase shall be treated the same as a full-time employee's. However, hours of straight-time work completed shall be used whereby 2,080 hours equal one (1) year.

**Section 16.2. New or Reclassified Positions.**

- (a) The Employer reserves the right to discontinue job classifications within the bargaining unit. The Employer shall notify the Union of any discontinued job classification within twenty (20) days.
- (b) The Employer reserves the right to change job classifications within the bargaining unit. The Employer shall notify the union within twenty (20) days if a job classification is changed due to new licensing or certification requirements. If a job classification requires new licensing or certification any initial training will be provided by the Employer.
- (c) The Employer reserves the right to establish new job classifications within the bargaining unit. Within (20) twenty days after the Union is informed of the new classification and proposed rate of pay, the Union may request in writing to negotiate the rate of pay for the new position.
- (d) It is the function of the Human Resources Department to conduct a job audit to determine the appropriate classification and rate of pay for an employee whose duties have substantially changed. In the event a job audit results in the elimination or reclassification of a bargaining unit position, the Employer will notify the Union.
  - i. The notice will set forth the reasons for the elimination or reclassification along with a copy of the old and new job description of the job affected.
  - ii. If the Union objects to the proposed action, it must notify the Human Resources Director of its objection within twenty (20) days of the date the notice was sent.
  - iii. If the Union responds in writing within the twenty (20) day period, the proposed elimination or reclassification will be discussed at the next regularly scheduled Labor-Management Committee meeting.
  - iv. If the parties cannot resolve the issue within twenty (20) days of the Labor-Management meeting, each party will be free to pursue their appropriate remedies.

**PROMOTIONS**

**Section 17.1. Promotions.**

- (a) In order to provide advancement opportunity when vacancies exist, the County will endeavor to supply the Union with a list of such vacancies indicating the title, description of duties, basic personnel requirements, work schedule and rate of pay. The Employer, at its discretion, may make a seven (7) day internal posting of a vacancy within the Department in which a vacancy exists.

- (b) Interested full-time and regular part-time employees may make application for any vacancy within the bargaining units by filing with the Human Resources Department an employment application. Internal applicants will be considered for the positions for which they apply, however, placement and/or advancement shall be at the County's discretion. The County shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The County reserves the right to fill vacancies from outside sources when, in the County's judgment, it is in the best interests of the County to do so.

## **LAYOFF AND RECALL**

**Section 18.1. Layoff Definitions.** A temporary layoff shall be a layoff from work for a period not to exceed twenty (20) working days. An indefinite layoff shall be a layoff from work for an indefinite period of time in excess of twenty (20) working days.

**Section 18.2. Temporary Layoff.** In the event of a temporary layoff, employees may be laid off in the classification and department affected notwithstanding employment status or bargaining unit seniority. Whenever possible, employees who are to be laid off shall be given five (5) days notice of the layoff and the return to work date. The employees will remain eligible for all insurance benefits during the time of temporary layoff.

**Section 18.3. Layoff Notice to Union.** The union will be notified at least fourteen (14) calendar days before implementation of a layoff, unless such layoff is of an emergency nature. If notice of reduction of the workforce is given pursuant to this section the employer, upon request, will meet with the union to discuss the impact. The employer has no obligation to discuss the layoff decision.

If the County is replacing a currently occupied full-time position with two (2) or more part-time positions, the County will provide the Union twenty (20) days advance notice. On request, the County shall provide the Union the reason for the actions and agrees to meet with the Union, upon request, to discuss the changes or alternatives to the changes.

**Section 18.4. Indefinite Layoff Procedure.** In the event of a reduction in personnel for an indefinite period of time, the County agrees to layoff employees in the employment status, classification and department affected in the following order:

- (a) Irregular, seasonal and temporary employees
- (b) Probationary employees
- (c) Non-probationary employees in the inverse order of bargaining unit seniority (least senior to most senior)

- (d) It is understood that if, in the opinion of the County, it is necessary for the efficient operation of the Employer's business, where particular skill, training and experience is required, bargaining unit seniority need not be followed. Where shifts are involved, employees may be reassigned to other shifts following layoff to balance the workforce.
- (e) "Employment status" shall be defined as full-time or part-time.

Section 18.5. Super Seniority. For purposes of layoff and recall, only seven (7) members of the Union's executive board, chief stewards and stewards shall head the list of their respective classifications during their term of office. Chief stewards shall have first seniority rights, then stewards and then board members laying off first the guide, sergeant at arms, trustees, recording secretary, financial secretary, vice president and president. The Union recognizes that the Employer is not obligated to find work for employees eligible for super seniority and that such representatives must have the necessary skill and experience to perform the required work.

Section 18.6. Notification of Layoff. Employees who are to be indefinitely laid off shall receive fourteen (14) calendar days advance notice unless such layoff is necessitated by an emergency situation where such advanced notice is not possible.

Section 18.7. Displacement Procedure / Employment Status.

- (a) Upon being involuntarily laid off from his position, an employee who so requests in writing to his Department Director within five (5) days of notice of layoff shall be allowed to displace the employee with the least bargaining unit seniority in the same classification and Department in another employment status, provided the employee has more bargaining unit seniority than the employee displaced and is able to work the required hours and can perform all of the duties of the work available. Employees who displace another employee as a result of a layoff shall maintain their current step level including any future step increases that the employee would otherwise be entitled.
- (b) Laid off employees shall not be required to accept a position in a different employment status within the same classification and department nor shall any such refusal result in any penalty (i.e., unemployment benefits or employment relationship).

Section 18.8. Transfer in Lieu of Layoff / Displacement.

- (a) Upon being laid off from his position, Human Resources will transfer an employee to a vacant position in his classification, employment status and pay range within any department within the bargaining unit. If two (2) or more employees are to be laid off, transfer will be based on bargaining unit seniority.

- (b) In the event there are no vacant positions in the employee's classification at the time of layoff, the employee will be recalled to the first vacant position in his classification, employment status and within any department in the bargaining unit according to bargaining unit seniority.
- (c) If an employee who is to be laid off is offered a transfer in his classification, the employee may refuse the transfer and accept a layoff. In the event the employee accepts a layoff in lieu of the transfer the employee may only be recalled to his former classification, employment status and department.
- (d) In the event there are no vacant positions in the employee's classification at the time of layoff, the employee may request, within three (3) days of the date of the layoff notice, to exercise his rights under this subsection.  
Transfers shall be made in the following order:
  - i. Be transferred to a vacant position within his department to a lower job previously held.
  - ii. Be transferred to a vacant position within his department to a lower job in the employee's job grouping.
  - iii. Exercise his bargaining unit seniority to displace an employee with less bargaining unit seniority in a lower job in the employee's department and job grouping.
  - iv. Exercise his bargaining unit seniority to displace an employee with less bargaining unit seniority in a lower job previously held in the department.
  - v. Be transferred to a vacant position, in a different employment status, within the employee's job grouping and department.
- (e) If an employee is transferred to a lower position he shall be paid at the pay rate for the new classification nearest his current pay rate but not to exceed his current rate. The employee shall be eligible for a step increase in the new classification after six (6) months and every twelve (12) months thereafter until he reaches the top step or until recalled to his former classification, employment status and department for a period of twenty-four (24) months from the date of transfer to the lower classification.
- (f) The provisions of subsections (a) and (b) shall not allow an employee to transfer to any position at the Sheriff Department.
- (g) It shall be within the sole prerogative of the Employer as to whether a vacancy exists.
- (h) An employee who is laid off may apply for any open position.

Section 18.9. Interviews. An employee on layoff status from any unit may apply for any open position for which the employee may be qualified to perform. The Human Resources Department shall schedule an interview for any open positions for which the employee is qualified and has made application.

Section 18.10. Recall. An employee who has been involuntarily laid off or who has utilized or been impacted by sections 18.7 and/or 18.8 shall be recalled to his former classification and employment status in the inverse order of layoff from the classification and employment status affected when the work force in the classification and employment status is to be increased, provided the employee has not lost his seniority and provided further the employee can perform all of the essential duties and hours of the work available.

Section 18.11. Notification of Recall. Notification of recall from indefinite layoff shall be sent by certified mail, return receipt requested to the employee's last known address at least fourteen (14) days prior to the date the employee is to return to work. The notice shall set forth the date the employee is to return to work. An employee who declines recall or who, in the absence of extenuating circumstances, fails to respond within ten (10) work days of the date the notice was sent shall be presumed to have resigned and his name shall be removed from the seniority list.

Section 18.12. Address and Telephone Number. It shall be the employee's responsibility to notify the Employer of any change in address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

## MISCELLANEOUS

### Section 19.1. Parking.

- (a) The County accepts the responsibility to provide parking for employees to the extent that such is practical under the circumstance and within reasonable cost parameters. In this regard the County cannot guarantee parking for employees as a benefit of employment either by contract or as a binding practice but it will use its best efforts to provide employee parking.
- (b) Parking Permits – The County will issue parking permits for certain employee parking lots. These parking lots are available to County employees, or other eligible employees, on a first come, first served basis. The County does not guarantee the availability of parking to all employees at all times. The use of the parking permit is restricted to County or other eligible employees only. If anyone other than the eligible employee is using the parking permit, parking privileges will be suspended. There is a \$10 refundable security deposit for the parking cards. Lost or stolen cards are also subject to a replacement fee.

- (c) The County is not responsible for damage to or theft from any motor vehicle in the County parking lot. Motor vehicles left in a County parking lot for more than forty-eight (48) consecutive hours, without approval, will be towed and impounded at the owner's expense.

Section 19.2. Differentials.

- (a) Shift Differential. An employee whose regularly scheduled shift begins at 2:00 P.M. or later shall receive a shift differential of fifty cents (\$0.50) per hour for each hour worked during the shift.
- (b) Weekend Differential. An employee who works a regularly scheduled weekend shift which commences on or after 11:00 P.M. Friday and ends at 7:00 A.M. Monday, shall receive a weekend differential of fifty cents (\$0.50) per hour for all hours worked during such weekend period.
  - i. If an employee, as part of his/her regular forty (40) hour workweek, is scheduled to work on Saturday and/or Sunday, such employee shall be entitled to the weekend differential as provided in Section 19.2(b).
  - ii. Employees who are scheduled to work overtime on a Saturday and/or Sunday shall not be entitled to weekend differential unless such Saturday or Sunday is part of their regular workweek.

Section 19.3. Mileage. Reimbursable mileage shall be at the published IRS rate.

Section 19.4. Dual Employment. No employee shall hold dual employment where such additional employment shall:

- (a) Create a conflict of interest between the County job and the proposed outside work.
- (b) Work an interference with the employee's regular County work.
- (c) Interfere with the quality or quantity of the employee's regular County work.

Section 19.5. Temporary Employees. The County reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement

Section 19.6. Medical Evidence. Upon request by the Employer, an employee who applies for or is on a medical leave of absence has the responsibility of establishing by competent and credible evidence that the employee is incapable of performing his work and that such leave is warranted. Failure to satisfy this requirement shall be grounds for denying or terminating such leave.

**Section 19.7. Last Chance Policy.** An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an employer-approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the Employer will refrain from taking any disciplinary action against the employee 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 drugs/alcohol use and strictly complies with the Employer's drug free program.

**Section 19.8. Joint Safety Committee.**

- (a) In recognition of the joint obligation to provide a safe, healthful and secure working environment, the County and the Union agree to the establishment of a Joint Safety Committee consisting of four (4) members of the County staff and four (4) members of the UAW Local 2600 as follows: one member each from Unit I, Unit II, Unit III, and Unit IV.
- (b) The committee shall have authority to investigate hazardous or unsafe working conditions and make joint recommendations for remedial action.
- (c) The committee shall meet on a minimum quarterly basis. Union members of said committee shall be compensated at their regular rate of pay for time required for meetings and/or investigations.

**Section 19.9. Rules and Regulations.** The Employer reserves the right to establish rules and regulations and personnel policies not inconsistent with this Agreement. The Union may grieve the reasonableness of any rule or regulation by filing a grievance within ten (10) working days following receipt of notice of the rule or regulation. An employee may file a grievance in accordance with the grievance procedure regarding the application of the rule to him.

**Section 19.10. Payment of Compensatory Time.** If an employee terminates his employment or retires during the term of the Agreement, all accumulated compensatory time recorded in Fiscal Services will be paid to the employee.

**Section 19.11. Longevity Compensation.** There is established, for all classes of classified positions in the County service, a schedule of Longevity Compensation Rates, separate from the regular compensation schedule, as follows and which longevity payment is made on December 15.

<b>Step</b>	<b>Yrs. Service on or Before Oct. 1 Ea. Yr.</b>	<b>% Used But Not on Base in Excess of \$6,000</b>
1	6	2%
2	11	4%
3	16	6%
4	21	8%
5	26	10%

This longevity benefit shall be frozen at the level established on October 1, 1988. All employees who were not eligible for longevity on October 1, 1988 and all newly hired employees shall not receive longevity benefits.

Section 19.12. Weather Emergency. Employees who are unable to report to work on their regularly scheduled shift because of severe weather or other conditions which interfere with access to their work sites may use accumulated vacation leave or personal days to cover their absences. Employees who do not have sufficient accumulated vacation or personal hours to cover their absences will not be paid for the time absent.

Section 19.13. Facility Closure. If a situation arises that causes facilities to close, the employees affected will have the option of using vacation, personal days, or leave without pay.

Section 19.14. 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 19.15. Savings Clause. Should any part of this Agreement be rendered or decreed invalid by reason of any existing or new legislation, or by decree of a Court of competent jurisdiction, such invalidation of any part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Section 19.16. Gender. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender and vice versa.

Section 19.17. Letters of Understanding. Attached as Appendix C and incorporated herein, are certain supplemental agreements, called "Letters of Understanding" between the parties which are to remain in effect for the duration of this Agreement.

Section 19.18. Subcontracting. While it is not the intent of the County to erode the current Union membership, Section 3.1 of this Agreement affirms the right of the Employer to subcontract work normally performed by bargaining unit employees. Prior to subcontracting work normally performed by bargaining unit employees, the Employer will provide the Union ten (10) days written notice of the intent to subcontract and an opportunity for the Union to present the County with alternatives to subcontracting.

Section 19.19. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes 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 rights or 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, 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

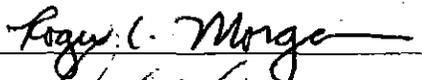
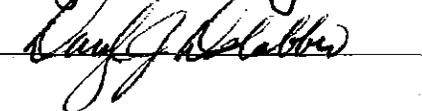
referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

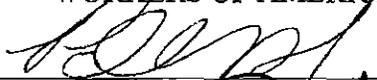
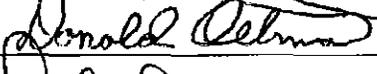
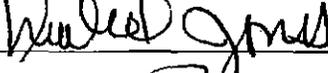
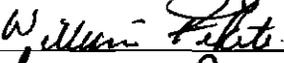
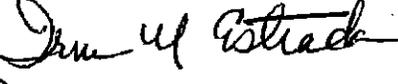
### DURATION

Section 20.1. 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 60<sup>th</sup> 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 agreement or by the party proposing amendment, modification, negotiation, change or any combination thereof.

COUNTY OF KENT

LOCAL 2600 UAW and the  
INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE,  
AGRICULTURAL, IMPLEMENT  
WORKERS OF AMERICA

  
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## Appendix A

1/1/09

	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual
7A	\$10.53	\$842.40	\$21,902.40	7G	\$13.40	\$1,072.00	\$27,872.00
7B/ 8A	\$10.93	\$874.40	\$22,734.40	8G	\$13.95	\$1,116.00	\$29,016.00
7C/ 8B/ 9A	\$11.28	\$902.40	\$23,462.40	9G	\$14.38	\$1,150.40	\$29,910.40
7D/ 8C/ 9B/10A	\$11.68	\$934.40	\$24,294.40	10G	\$15.01	\$1,200.80	\$31,220.80
7E/ 8D/ 9C/10B/11A	\$12.16	\$972.80	\$25,292.80	11G	\$15.59	\$1,247.20	\$32,427.20
7F/ 8E/ 9D/10C/11B/12A	\$12.58	\$1,006.40	\$26,166.40	12G	\$16.34	\$1,307.20	\$33,987.20
8F/ 9E/10D/11C/12B/13A	\$13.11	\$1,048.80	\$27,268.80	13G	\$17.02	\$1,361.60	\$35,401.60
9F/10E/11D/12C/13B/14A	\$13.62	\$1,089.60	\$28,329.60	14G	\$17.86	\$1,428.80	\$37,148.80
10F/11E/12D/13C/14B/15A	\$14.10	\$1,128.00	\$29,328.00	15G	\$18.63	\$1,490.40	\$38,750.40
11F/12E/13D/14C/15B/16A	\$14.73	\$1,178.40	\$30,638.40	16G	\$19.45	\$1,556.00	\$40,456.00
12F/13E/14D/15C/16B/17A	\$15.39	\$1,231.20	\$32,011.20	17G	\$20.37	\$1,629.60	\$42,369.60
13F/14E/15D/16C/17B/18A	\$16.03	\$1,282.40	\$33,342.40	18G	\$21.33	\$1,706.40	\$44,366.40
14F/15E/16D/17C/18B/19A	\$16.67	\$1,333.60	\$34,673.60	19G	\$22.32	\$1,785.60	\$46,425.60
15F/16E/17D/18C/19B/20A	\$17.50	\$1,400.00	\$36,400.00	20G	\$23.39	\$1,871.20	\$48,651.20
16F/17E/18D/19C/20B/21A	\$18.31	\$1,464.80	\$38,084.80	21G	\$24.54	\$1,963.20	\$51,043.20
17F/18E/19D/20C/21B/22A	\$19.07	\$1,525.60	\$39,665.60	22G	\$25.67	\$2,053.60	\$53,393.60
18F/19E/20D/21C/22B/23A	\$20.00	\$1,600.00	\$41,600.00	23G	\$26.87	\$2,149.60	\$55,889.60
19F/20E/21D/22C/23B/24A	\$20.98	\$1,678.40	\$43,638.40	24G	\$28.11	\$2,248.80	\$58,468.80
20F/21E/22D/23C/24B/25A	\$21.92	\$1,753.60	\$45,593.60	25G	\$29.36	\$2,348.80	\$61,068.80
21F/22E/23D/24C/25B/26A	\$22.98	\$1,838.40	\$47,798.40	26G	\$30.81	\$2,464.80	\$64,084.80
22F/23E/24D/25C/26B/27A	\$24.09	\$1,927.20	\$50,107.20	27G	\$32.21	\$2,576.80	\$66,996.80
23F/24E/25D/26C/27B/28A	\$25.20	\$2,016.00	\$52,416.00	28G	\$33.52	\$2,681.60	\$69,721.60
24F/25E/26D/27C/28B/29A	\$26.39	\$2,111.20	\$54,891.20	29G	\$35.12	\$2,809.60	\$73,049.60
25F/26E/27D/28C/29B/30A	\$27.62	\$2,209.60	\$57,449.60	30G	\$36.68	\$2,934.40	\$76,294.40
26F/27E/28D/29C/30B	\$28.88	\$2,310.40	\$60,070.40				
27F/28E/29D/30C	\$30.28	\$2,422.40	\$62,982.40				
28F/29E/30D	\$31.57	\$2,525.60	\$65,665.60				
29F/30E	\$32.92	\$2,633.60	\$68,473.60				
30F	\$34.49	\$2,759.20	\$71,739.20				

## Appendix A

1/1/10

	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual
7A	\$10.77	\$861.60	\$22,401.60	7G	\$13.71	\$1,096.80	\$28,516.80
7B/ 8A	\$11.18	\$894.40	\$23,254.40	8G	\$14.27	\$1,141.60	\$29,681.60
7C/ 8B/ 9A	\$11.54	\$923.20	\$24,003.20	9G	\$14.71	\$1,176.80	\$30,596.80
7D/ 8C/ 9B/10A	\$11.95	\$956.00	\$24,856.00	10G	\$15.35	\$1,228.00	\$31,928.00
7E/ 8D/ 9C/10B/11A	\$12.44	\$995.20	\$25,875.20	11G	\$15.95	\$1,276.00	\$33,176.00
7F/ 8E/ 9D/10C/11B/12A	\$12.87	\$1,029.60	\$26,769.60	12G	\$16.71	\$1,336.80	\$34,756.80
8F/ 9E/10D/11C/12B/13A	\$13.41	\$1,072.80	\$27,892.80	13G	\$17.41	\$1,392.80	\$36,212.80
9F/10E/11D/12C/13B/14A	\$13.93	\$1,114.40	\$28,974.40	14G	\$18.27	\$1,461.60	\$38,001.60
10F/11E/12D/13C/14B/15A	\$14.42	\$1,153.60	\$29,993.60	15G	\$19.05	\$1,524.00	\$39,624.00
11F/12E/13D/14C/15B/16A	\$15.07	\$1,205.60	\$31,345.60	16G	\$19.89	\$1,591.20	\$41,371.20
12F/13E/14D/15C/16B/17A	\$15.74	\$1,259.20	\$32,739.20	17G	\$20.83	\$1,666.40	\$43,326.40
13F/14E/15D/16C/17B/18A	\$16.40	\$1,312.00	\$34,112.00	18G	\$21.81	\$1,744.80	\$45,364.80
14F/15E/16D/17C/18B/19A	\$17.05	\$1,364.00	\$35,464.00	19G	\$22.83	\$1,826.40	\$47,486.40
15F/16E/17D/18C/19B/20A	\$17.90	\$1,432.00	\$37,232.00	20G	\$23.92	\$1,913.60	\$49,753.60
16F/17E/18D/19C/20B/21A	\$18.73	\$1,498.40	\$38,958.40	21G	\$25.10	\$2,008.00	\$52,208.00
17F/18E/19D/20C/21B/22A	\$19.50	\$1,560.00	\$40,560.00	22G	\$26.25	\$2,100.00	\$54,600.00
18F/19E/20D/21C/22B/23A	\$20.46	\$1,636.80	\$42,556.80	23G	\$27.48	\$2,198.40	\$57,158.40
19F/20E/21D/22C/23B/24A	\$21.46	\$1,716.80	\$44,636.80	24G	\$28.75	\$2,300.00	\$59,800.00
20F/21E/22D/23C/24B/25A	\$22.42	\$1,793.60	\$46,633.60	25G	\$30.03	\$2,402.40	\$62,462.40
21F/22E/23D/24C/25B/26A	\$23.50	\$1,880.00	\$48,880.00	26G	\$31.51	\$2,520.80	\$65,540.80
22F/23E/24D/25C/26B/27A	\$24.64	\$1,971.20	\$51,251.20	27G	\$32.94	\$2,635.20	\$68,515.20
23F/24E/25D/26C/27B/28A	\$25.77	\$2,061.60	\$53,601.60	28G	\$34.28	\$2,742.40	\$71,302.40
24F/25E/26D/27C/28B/29A	\$26.99	\$2,159.20	\$56,139.20	29G	\$35.92	\$2,873.60	\$74,713.60
25F/26E/27D/28C/29B/30A	\$28.25	\$2,260.00	\$58,760.00	30G	\$37.51	\$3,000.80	\$78,020.80
26F/27E/28D/29C/30B	\$29.53	\$2,362.40	\$61,422.40				
27F/28E/29D/30C	\$30.97	\$2,477.60	\$64,417.60				
28F/29E/30D	\$32.29	\$2,583.20	\$67,163.20				
29F/30E	\$33.67	\$2,693.60	\$70,033.60				
30F	\$35.27	\$2,821.60	\$73,361.60				

Appendix A

1/1/11

	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual
7A	\$11.04	\$883.20	\$22,963.20	7G	\$14.06	\$1,124.80	\$29,244.80
7B/ 8A	\$11.46	\$916.80	\$23,836.80	8G	\$14.63	\$1,170.40	\$30,430.40
7C/ 8B/ 9A	\$11.83	\$946.40	\$24,606.40	9G	\$15.08	\$1,206.40	\$31,366.40
7D/ 8C/ 9B/10A	\$12.25	\$980.00	\$25,480.00	10G	\$15.74	\$1,259.20	\$32,739.20
7E/ 8D/ 9C/10B/11A	\$12.76	\$1,020.80	\$26,540.80	11G	\$16.35	\$1,308.00	\$34,008.00
7F/ 8E/ 9D/10C/11B/12A	\$13.20	\$1,056.00	\$27,456.00	12G	\$17.13	\$1,370.40	\$35,630.40
8F/ 9E/10D/11C/12B/13A	\$13.75	\$1,100.00	\$28,600.00	13G	\$17.85	\$1,428.00	\$37,128.00
9F/10E/11D/12C/13B/14A	\$14.28	\$1,142.40	\$29,702.40	14G	\$18.73	\$1,498.40	\$38,958.40
10F/11E/12D/13C/14B/15A	\$14.79	\$1,183.20	\$30,763.20	15G	\$19.53	\$1,562.40	\$40,622.40
11F/12E/13D/14C/15B/16A	\$15.45	\$1,236.00	\$32,136.00	16G	\$20.39	\$1,631.20	\$42,411.20
12F/13E/14D/15C/16B/17A	\$16.14	\$1,291.20	\$33,571.20	17G	\$21.36	\$1,708.80	\$44,428.80
13F/14E/15D/16C/17B/18A	\$16.82	\$1,345.60	\$34,985.60	18G	\$22.36	\$1,788.80	\$46,508.80
14F/15E/16D/17C/18B/19A	\$17.48	\$1,398.40	\$36,358.40	19G	\$23.41	\$1,872.80	\$48,692.80
15F/16E/17D/18C/19B/20A	\$18.35	\$1,468.00	\$38,168.00	20G	\$24.52	\$1,961.60	\$51,001.60
16F/17E/18D/19C/20B/21A	\$19.20	\$1,536.00	\$39,936.00	21G	\$25.73	\$2,058.40	\$53,518.40
17F/18E/19D/20C/21B/22A	\$19.99	\$1,599.20	\$41,579.20	22G	\$26.91	\$2,152.80	\$55,972.80
18F/19E/20D/21C/22B/23A	\$20.98	\$1,678.40	\$43,638.40	23G	\$28.17	\$2,253.60	\$58,593.60
19F/20E/21D/22C/23B/24A	\$22.00	\$1,760.00	\$45,760.00	24G	\$29.47	\$2,357.60	\$61,297.60
20F/21E/22D/23C/24B/25A	\$22.99	\$1,839.20	\$47,819.20	25G	\$30.79	\$2,463.20	\$64,043.20
21F/22E/23D/24C/25B/26A	\$24.09	\$1,927.20	\$50,107.20	26G	\$32.30	\$2,584.00	\$67,184.00
22F/23E/24D/25C/26B/27A	\$25.26	\$2,020.80	\$52,540.80	27G	\$33.77	\$2,701.60	\$70,241.60
23F/24E/25D/26C/27B/28A	\$26.42	\$2,113.60	\$54,953.60	28G	\$35.14	\$2,811.20	\$73,091.20
24F/25E/26D/27C/28B/29A	\$27.67	\$2,213.60	\$57,553.60	29G	\$36.82	\$2,945.60	\$76,585.60
25F/26E/27D/28C/29B/30A	\$28.96	\$2,316.80	\$60,236.80	30G	\$38.45	\$3,076.00	\$79,976.00
26F/27E/28D/29C/30B	\$30.27	\$2,421.60	\$62,961.60				
27F/28E/29D/30C	\$31.75	\$2,540.00	\$66,040.00				
28F/29E/30D	\$33.10	\$2,648.00	\$68,848.00				
29F/30E	\$34.52	\$2,761.60	\$71,801.60				
30F	\$36.16	\$2,892.80	\$75,212.80				

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

Subject: Aircraft Rescue Firefighters

The parties agree to change the work schedule for aircraft rescue firefighters to a three-platoon twenty-four (24) hour a day schedule. To effectuate this change, the parties further agree to the following, which shall supercede any inconsistent provisions of the current Collective Bargaining Agreement.

1. The position of Aircraft Rescue Firefighter Captain shall be excluded from the collective bargaining unit as a supervisor.
2. Hours of Work and Overtime
  - A. Hours of Work. Aircraft rescue firefighters shall work a three (3) platoon twenty-four (24) hour shift. Employees have a tour of duty work period of twenty-eight (28) consecutive days with hours of scheduled duty not to exceed twenty-four (24) hours in a forty-eight (48) hour period. The work cycles shall consist of 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, 96 hours off duty, then repeat the schedule until the twenty-eight (28) day tour of duty is completed. Employees will be scheduled to work nine (9) days in a twenty-eight (28) day tour of duty.
  - B. Overtime.
    - (a) All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of an employer management representative.
    - (b) Whenever possible, an employee shall be notified at least one (1) hour before the end of his shift of the necessity to work beyond the end of his regularly scheduled shift.
  - C. Overtime Premium Pay.
    - (a) Time and one-half the employee's regular straight time rate of pay shall be paid for all hours worked in excess of two hundred twelve (212) in a twenty-eight (28) day tour of duty.
    - (b) 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, personal leave days, funeral leave, witness leave, jury duty leave, doctor/dental time and compensatory time.
  - D. Holidays.
    - (a) Recognized Holidays. All full time employees will be credited with eight (8) hours of paid leave time (a/k/a) holiday bank on January 1 of each year for the following recognized holidays:

New Year's Day  
 Martin Luther King Jr. Day  
 Memorial Day  
 Independence Day  
 Labor Day

Veteran's Day  
 Thanksgiving Day  
 Day After Thanksgiving  
 December 24  
 Christmas Day

Upon hire, new employees will be credited with eight (8) hours of paid leave time for each of the recognized holidays that have not yet occurred in the first calendar year of employment.

- (b) Holiday Bank Usage. Holiday bank time may be taken at such times as the supervisor determines would not interfere with the department's staffing needs. Holiday bank time may be scheduled in conjunction with the employee's vacation. At the end of each calendar year the employee shall have the option of receiving pay for the unused holiday hours or add the unused holiday hours to the employee's vacation accrual subject to the contract's limits on vacation accumulation.
- (c) 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 each recognized holiday that occurred prior to the date of termination less any holiday bank time taken by the employee.
- (d) Holiday Work. Time and one-half the employee's straight time rate of pay shall be paid for all hours worked on the date of the above recognized holidays. All hours of the shift which began on the calendar date of the holiday shall be paid at the holiday work rate.

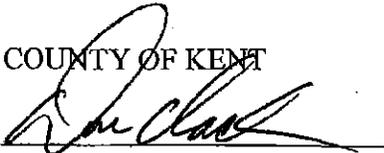
E. Vacation Accrual.

Seniority	Vacation Hours Per Hours Worked	2756 Hours Equal
6 mos. to less than 6 years	.038462 vacation hours	106
6 years to less than 10	.057692 vacation hours	159
10 years	.061538 vacation hours	170
11 years	.065384 vacation hours	180
12 years	.069231 vacation hours	191
13 years	.073077 vacation hours	201
14 years	.076923 vacation hours	212
15 years	.080769 vacation hours	223
16 years	.084615 vacation hours	233
17 years	.088461 vacation hours	244
18 years	.092307 vacation hours	254
19+ years	.096154 vacation hours	265

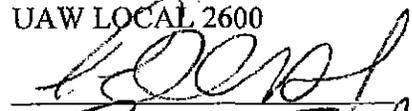
- (a) For purposes of this Section "hours worked" is defined as straight time hours paid, including all Employer paid leaves. For purposes of this Section "years of service" is determined from the employee's date of hire unless otherwise specified.
  - (b) Upon completion of his/her probationary period an employee will be credited with fifty-three (53) hours of vacation. Thereafter, the employee will earn and accrue vacation time according to the vacation schedule set forth above.
- F. Vacation Accumulation. An employee shall not accumulate vacation at any one time in excess of three hundred seventy-one (371) hours.
- G. Sick Leave. Employees shall accrue sick leave at the rate of eight (8) hours for each two hundred thirty hours (230) worked or paid as defined in the sick leave provision of the Agreement.
- H. Wages.
  - (a) Effective upon the date of change to the three platoon twenty-four hour a day schedule, employees shall be paid at Range 15 of the current Collective Bargaining Agreement.
- I. Leadworker Premium. The senior aircraft rescue firefighter on duty shall be paid a one-dollar (\$1.00) an hour premium if the aircraft rescue firefighter works fifteen (15) or more consecutive hours performing the duties of an absent captain. The leadworker premium will not be paid for these hours when the Chief is working.
- J. Shift and Weekend Differentials. Employees covered by this Letter of Understanding shall not be eligible for the shift and weekend differentials provided in Section 19.2 (a) and (b) of the Collective Bargaining Agreement upon changing to the three platoon schedule.
- K. Military Leave. For employees covered by this Letter of Understanding leave time provided under Section 11.6 (b) of the Collective Bargaining Agreement for reserve training shall be defined as two consecutive calendar weeks.
- L. Platoon Bidding.
  - (a) Effective January 1, 2006, and every three years thereafter, firefighters will be allowed to bid the platoon of their choice utilizing their seniority. Effective January 1, 2009, platoon bids shall be every two years. All such bids shall be submitted by October 1<sup>st</sup> with notification being made to the affected employee by October 31<sup>st</sup>. The transfer shall occur the first Monday of the first pay period of the new year. Notwithstanding this Letter of Understanding or any provision of the Collective Bargaining Agreement, nothing shall prevent the Employer from assigning an employee to a particular platoon if in the opinion of the Employer such assignment is necessary.

- (b) Firefighters will be permitted to swap shifts with another firefighter if mutually agreed upon. Shift swaps must be coordinated with and approved by the Aircraft Rescue Fighting Chief prior to being implemented.
  
- (c) In the event of a vacancy, firefighters will be allowed to bid into the vacant slot plus one additional opening utilizing bargaining unit seniority. For example: a vacancy occurs on A shift; a firefighter from B shift bids into the vacant slot on A shift creating a vacant slot on B shift; another firefighter can bid into the vacant slot on B shift. After the bidding/moving is complete, the newly hired employee will move into the remaining vacant slot.

COUNTY OF KENT

  
\_\_\_\_\_  
J. A. Kelly  
\_\_\_\_\_

UAW LOCAL 2600

  
\_\_\_\_\_  
Brian Bosk  
\_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_

# LETTER OF UNDERSTANDING

Subject: Airport Law Enforcement Officers

The parties agree to change the work schedules for airport law enforcement officers to provide for twelve, ten and eight hour shifts. To effectuate this change, the parties agree to the following which shall supercede any inconsistent provisions of the Collective Bargaining Agreement

## HOURS OF WORK AND OVERTIME

- A. Hours of Work. Airport law enforcement officers shall be scheduled to work on eighty (80) hour tour of duty in a fourteen (14) day period. Daily work shifts shall consist of twelve, ten or eight hours. Employees shall be allowed to annually bid shifts by seniority.
- B. Overtime.
- (a) All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of an employer management representative.
  - (b) Whenever possible, an employee shall be notified at least one (1) hour before the end of his shift of the necessity to work beyond the end of his regularly scheduled shift.
- C. Overtime Premium Pay.
- (a) Time and one-half the employees' regular straight time rate of pay shall be paid for all hours worked in excess of eighty (80) hours in a fourteen (14) day tour of duty.
  - (b) 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, personal leave days, funeral leave, witness leave, jury duty leave, doctor/dental time and compensatory time.
- D. Shift Differential. Employees shall be eligible for the shift differential set forth in Section 19.2(a) of the Collective Bargaining Agreement.
- E. Call Back Pay. Change third sentence of Section 9.4 to read "...provided the employee has worked eighty (80) hours in the fourteen-day tour of duty."
- F. Jury Duty. Change second sentence of Section 11.7 to read "...the difference between the employee's straight time regular rate of pay for his regularly scheduled

hours on the date of jury service and the amount the employee receives from the Court...".

- G. Military Leave. For employees covered by this Letter of Understanding leave time provided under Section 11.6 (b) of the Collective Bargaining Agreement for reserve training shall be defined as two consecutive calendar weeks.

COUNTY OF KENT

Douglas DeLozier

J. A. Kelly

\_\_\_\_\_

DATED: \_\_\_\_\_

UAW LOCAL 2600

Virginia Smart

Murray J. Smith

\_\_\_\_\_

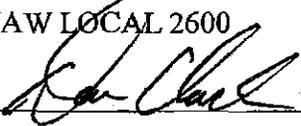
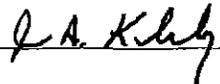
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LETTER OF UNDERSTANDING

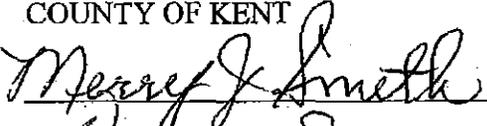
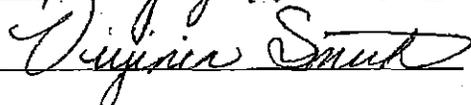
Re: Airport Maintenance Worker - Minimum Four Hour Call-Back Pay

A full-time Airport Maintenance Worker who is called back to work at hours between the end and start of his scheduled shift shall receive a minimum of four (4) hours at time and one half (1 ½). Overtime which is scheduled contiguous with the beginning or ending of the employee's regular shift or on days off shall be paid at time and one half (1 ½) for such hours worked provided that the employee has worked forty (40) hours within the workweek. Overtime is scheduled if the employee has notice of such overtime prior to the end of the employee's shift.

UAW LOCAL 2600

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF KENT

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

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

## LETTER OF UNDERSTANDING

**SUBJECT:** Airport Field Maintenance After-Hours Service Policy

In order to continue to provide a high degree of safety and service to Airport users, the parties agree to the establishment of the following on-call policy. This Letter shall be considered part of the contract.

1. Employees who are on-call, and who are carrying the Airport provided pager, will be paid at the rate of \$15.00 for each 24-hour period they are on call.
2. Employees who are called in to work shall receive a minimum of four hours pay at time and one-half their regular rate of pay. Paid time begins when the employee reports to the work site. During winter snow removal operations the call-in procedure shall be based on a scheduled call-in time. If called in to start at a specified time, paid time begins at that time unless a Supervisor has approved an early clock-in. Calls/pages will be made from the Communications Center; any other start time must be approved by the Supervisor. Employees assigned to glycol collection, vehicle repair, or other assigned duties may be called by the Supervisor.
3. When an employee reports to work pursuant to the provisions of this Letter of Understanding prior to the start of a normal shift, the payment provisions of on-call duty will cease with the start of the normal shift.
4. The Airport will furnish pagers and batteries to on-call employees. The employer will replace the first pager lost by the employee at its expense. In the event the employee loses additional pagers, the employee shall pay for the replacement of the pager through payroll deduction.
5. On-call employees are to respond to the airport within 1-hour from the time of receiving the page, absent an emergency situation, and shall notify Airport Communications within 15-minutes of receiving the page. Collect calls will be accepted. Exceptions to the above requirements will be made upon the employee providing an acceptable reason of his/her inability to respond within the time requirements.
6. If the employee is not available for on-call duty because of illness or emergency, he/she will inform the Field Maintenance Division by leaving a message and calling Airport Communications with the same message. If the employee is not available for on-call duty, he/she shall not be eligible for on-call pay. The employee must call back to inform the Airport of their availability to go back to on-call status.
7. The employees shall not be entitled to mileage while performing on-call duty.
8. Winter season time off pager:
  - a. 3 days per person, per season. These days may be taken individually;
  - b. Employees may request other days off by seniority;

- c. Supervisor approval is required for all time off requests.
9. The parties agree to meet and review this Letter of Understanding annually.

COUNTY OF KENT

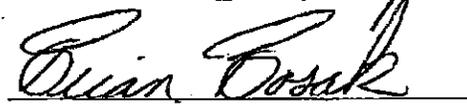




DATED: \_\_\_\_\_

UAW LOCAL 2600





DATED: \_\_\_\_\_

# LETTER OF UNDERSTANDING

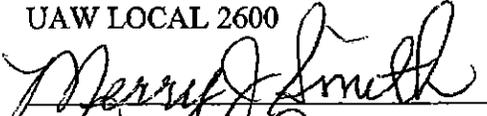
Subject: Animal Shelter Schedule

As openings in different shifts become available animal control officers will have the option of applying for the new shift and preference shall be given based on their seniority.

COUNTY OF KENT

  
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UAW LOCAL 2600

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

## LETTER OF UNDERSTANDING

**Subject:** Anniversary Date

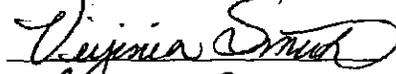
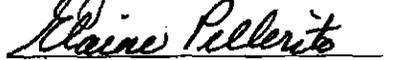
The parties agree as follows:

1. An employee's anniversary date shall not change in the event a salary step increase is withheld pursuant to Section 16.1(b).
2. In the event an employee is on an unpaid leave of absence (other than FMLA leave) for a period of time in excess of thirty (30) calendar days, the employee's anniversary date will be adjusted for the period of absence.

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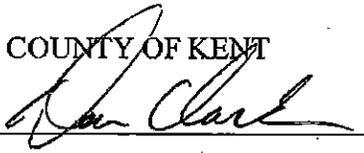
  
  


# LETTER OF UNDERSTANDING

Subject: CDL Physicals

The County agrees to pay the costs of the annual CDL physicals for all employees who are required or requested to obtain a CDL license. The County will designate the appropriate health care provider to conduct the physical. All other costs associated with the CDL license are to be paid by the employee.

COUNTY OF KENT

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

## LETTER OF UNDERSTANDING

Re: Department of Public Works After Hours Service Policy

### AFTER HOURS SERVICE POLICY:

The intent of this program is to provide 24 hour emergency maintenance service for the people of Kent County. The service will be provided by designating one maintenance department employee as "on-call" during the hours the maintenance department is not normally operating.

The "on-call" status will be mandatory for Utilities Operations Workers and shall continue so long as the County, in its sole discretion, determines it to be an appropriate service. Acceptance of the rotation "on-call" is a condition of continued employment.

The standard "on-call" period shall be from Thursday at 8:00 a.m. until the following Thursday at 8:00 a.m. unless otherwise assigned. This duty will be rotated among the above-identified personnel according to a schedule designed by the Public Works Director. All schedule conflicts will be resolved by the Director or his designee. Changes in the rotation schedule may be made with the consent of all affected staff. The change must be transmitted to the Director or his designee, in writing, signed by the affected staff.

The staff person designated "on-call" will be contacted in accordance with department policy. The staff person "on-call" must respond to all calls in accordance with departmental policy.

Payment for "on-call" service shall consist of four hours Saturday and four hours Sunday at time-and-one-half (1 ½) the employee's regular hourly rate. The stand-by person shall receive an additional four hours pay at time-and-one-half (1 ½) for all recognized holidays that occur during the time they are on call. This payment is for serving a full week's schedule of "after hours service." The hourly payment for time actually spent working shall be time-and-one-half (1 ½) the employee's normal hourly rate to which appropriate differentials are added for all actual time spent working. Time is to be computed from portal to portal when a visit is necessary. When situations can be handled via the telephone, no payment will be made unless a period greater than 15 minutes is required to handle the situation. Portal is defined as where the employee is located when the call is received. The Public Works Director agrees that there shall be no reduction of employee hours solely for the purposes of reducing "on-call" or "overtime" expense during the period an employee serves in an "on-call" status.

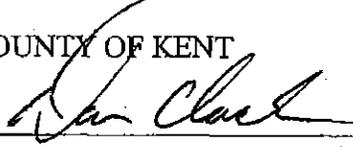
Gasoline mileage will be paid from portal to portal when employee uses other than County-provided transportation in accordance with the UAW Bargaining Agreement and departmental procedures.

When an employee reports to work pursuant to the provisions of this letter prior to the start of a normal shift, the payment provisions of "on-call" duty will cease with the start of the normal shift.

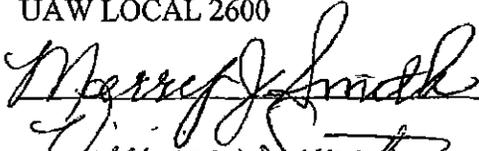
The County may make changes to the after hours emergency service which are not inconsistent with this Letter of Understanding and/or end of the after hours emergency service whenever, in its sole discretion, the County determines it is appropriate to do so. All such changes will be reduced to writing and distributed to all concerned.

The provisions of Section 8.3 will not apply to time worked under this Letter of Understanding.

COUNTY OF KENT

  
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**LETTER OF UNDERSTANDING  
2000-1**

**Subject: Long Term/Short Term Disability Insurance**

Through a payroll deduction the Union is offering to its members long/short term disability insurance and additional life insurance through an insurance company selected by the Union. Union members will have an opportunity to enroll once each year.

The County agrees to deduct from each enrolled member the amount required to cover the insurance and provide a check to the insurance company selected by the Union for the total amount withdrawn once each month. The County will send to the Union a copy of the check and a list of each employee enrolled and the amount withdrawn through payroll deduction. It will be the responsibility of the Union to make sure the amount deducted each month is accurate and to notify the County of any errors that may occur.

The Union will provide to the County a list of employees who enroll in the program. It will be the Union's responsibility to keep the County up to date as to the status of members enrolled and the amount to be deducted from payroll for each enrolled member.

It will also be the Union's responsibility to answer Union members questions regarding the insurance program and to provide to the enrolled member a copy of a booklet, which explains the benefits.

This program will be in effect until such time as the County and Union negotiate a long/short term disability program as part of the total County benefits package.

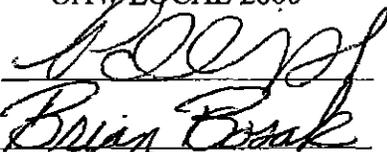
The Union agrees to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising out of the deduction of disability insurance and life insurance premiums provided herein.

COUNTY OF KENT COUNTY



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UAW LOCAL 2600



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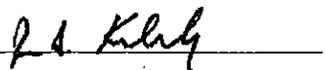
# LETTER OF UNDERSTANDING

Subject: Loss of CDL for Medical Reasons

1. If an Equipment Operator I or Equipment Operator II develops a medical condition and cannot meet the requirements for a Commercial Driver's License (CDL), the Employer will waive the requirement for a CDL provided the employee is capable of operating equipment for which a CDL is not required. Any Equipment Operator I or Equipment Operator II employee who meets these conditions shall be demoted to an Airport Maintenance Worker position.
2. If an Airport Equipment Mechanic develops a medical condition and cannot meet the requirements for a Commercial Driver's License (CDL), the Employer will waive the requirement for a CDL provided the employee is capable of operating equipment for which a CDL is not required. Any Airport Equipment Mechanic who meets these conditions shall be demoted to an Automotive Mechanic position.
3. The maximum number of employees at any one time (i.e., Equipment Operator I, Equipment Operator II or Airport Equipment Mechanic) for whom a demotion will be available is two (2). A maximum of one (1) Airport Equipment Mechanic shall be granted a medical waiver at any one time.
4. Bargaining seniority shall prevail in the event a third person experiences the loss of a CDL due to a medical condition.
5. During winter snow control operations, the Employer will be allowed to add additional temporary employees, or contract personnel, who meet the CDL requirements, on a one-for-one basis for each demotion granted.
6. The County shall require medical documentation that the loss of a CDL was necessitated by a medical condition prior to granting a demotion.

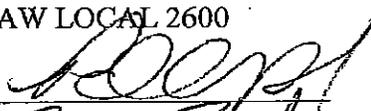
COUNTY OF KENT

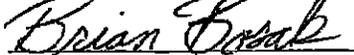
  
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DATED: \_\_\_\_\_

UAW LOCAL 2600

  
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## LETTER OF UNDERSTANDING

SUBJECT: Records Bureau – 10 hour shifts

The parties agree that employees in the Records Bureau of the Kent County Sheriff Department may be offered a ten-hour shift schedule. Employees will be able to bid on these shifts based on their seniority. Employees who so elect may continue to work an eight-hour shift at the Sheriff Department main office. The parties further agree that the regular work schedule at the Sheriff Department substations shall be four ten-hour shifts Monday through Friday.

COUNTY OF KENT

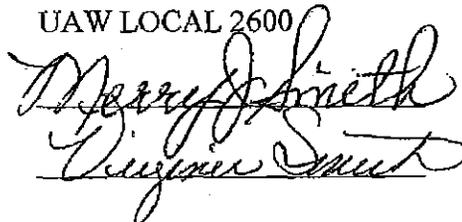


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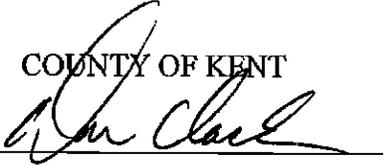
Dated: \_\_\_\_\_

# LETTER OF UNDERSTANDING

Subject: Sanitarian Weekend Work

Notwithstanding any provisions of Section 9.5 of the Collective Bargaining Agreement, the parties agree that sanitarians who are scheduled to work overtime on a weekend shall only be paid for hours actually worked on the weekend with no minimum guarantee.

COUNTY OF KENT



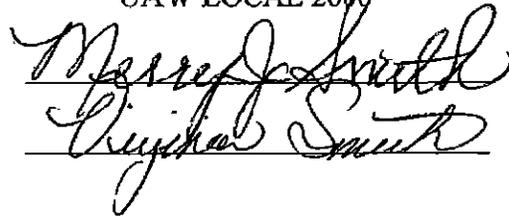
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UAW LOCAL 2600



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## **LETTER OF UNDERSTANDING**

### **No. 97**

#### **I. Shift Bidding- Sheriff Department**

Once each year employees, by classification, may bid the shift or work schedule (if other than the normal Monday through Friday schedule) of their choice utilizing their seniority provided the employee has the necessary qualifications and bargaining unit experience to effectively perform the required work. All such bids shall be completed by the third Monday of September each year with the transfer to the preferred shift to occur on the first Monday in January. Notwithstanding this Letter of Understanding or any provision of the Collective Bargaining Agreement, nothing shall prevent the Employer from assigning an employee to a particular shift or work schedule if in the opinion of the Employer such assignment is necessary.

#### **II. Vacation Bidding-Sheriff Department**

(a) Notwithstanding the provisions of Section 11.2 of the Collective Bargaining Agreement, members of UAW Local 2600 employed at the Sheriff's Department shall make their vacation requests after the shift bids are known but before the third (3<sup>rd</sup>) Monday in October. Vacation requests must be made by the third Monday in October in the year preceding the vacation period requested.

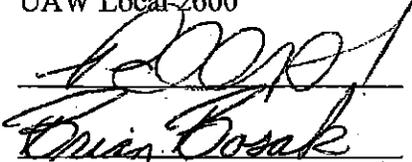
(b) Vacation requests submitted prior to the third Monday in October for forty (40) or more consecutive vacation hours will be granted, subject to the following conditions, in accordance with bargaining unit seniority:

(1) In the event all of the requested forty (40) or more hours cannot be granted due to 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 hour blocks.

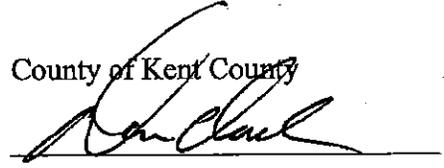
(2) After all employees have scheduled their forty-plus consecutive hours, any request submitted by the third Monday in October for two, three, or four consecutive days will be granted by seniority. In the event all of the requested days cannot be granted due to the needs of the Department, the employee will be given the option of any day that is available within the requested period of alternate days equal to the original requested time off.

- (3) Any vacation requests outside of the seniority bid period shall be granted on a first-come, first-served basis for any time period that has not been committed to vacation use by seniority bidding. Requests submitted on the same day for identical days off shall be granted on the basis of seniority. Any vacation granted on a first-come, first-served basis will conform to the manpower needs of the Department.

UAW Local 2600

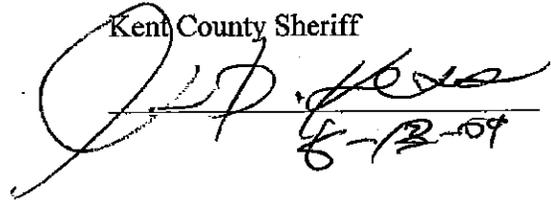
  
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Brian Bosak  
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County of Kent County

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

Kent County Sheriff

  
8-12-09

## LETTER OF UNDERSTANDING

Subject: Sick Leave Donation Bank

Employees covered by this Agreement may participate in a sick leave donation bank pursuant to a policy and procedure that has been established. A copy of the sick leave donation bank policy and procedure may be obtained from the Human Resources Department.

COUNTY OF KENT

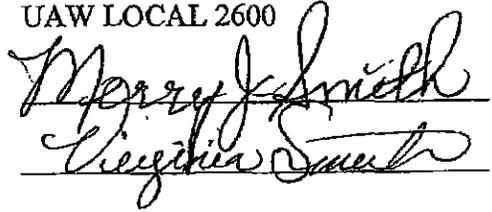


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UAW LOCAL 2600



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

**LETTER OF UNDERSTANDING**

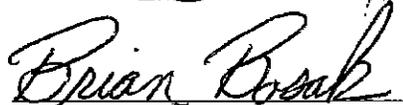
Subject: Utilities Operation Worker Tool Allowance

During the first year of employment of a Utilities Operation Worker the Employer will furnish a set of hand tools to be used by the employee in the performance of his work. During a utilities operations worker second calendar year of employment, and each calendar year thereafter, the Employer shall pay a tool allowance of two hundred dollars (\$200) per year. The employee shall file with the Department each December a tool inventory demonstrating possession and availability of his assigned tools. Such payment is to be made in December of each year. The original supplied tools and any replacements purchased by the employee shall remain the property of the Employer. Any replacement tools purchased shall be of equal quality and functional capability. Upon leaving the employ of the Employer, the employee is responsible for returning the tools to the Employer or paying for the cost of replacement through payroll deduction.

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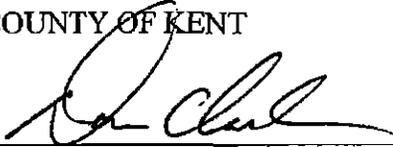
  
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## LETTER OF UNDERSTANDING

Subject: Vision and Hearing Technicians-Probation

The parties agree that the probationary period for newly hired vision hearing technicians shall be suspended during any period of layoff which does not exceed six (6) months in duration. Upon being recalled the employee's probationary period will be reinstated. For example, a vision and hearing technician hired on January 1 and laid off on April 30 shall be deemed to have worked four months towards his probationary period when recalled on September 1.

COUNTY OF KENT

  
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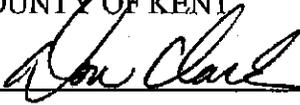
## LETTER OF UNDERSTANDING

Subject: Weekend Differential

The parties agree that the provision of Section 19.2 dealing with weekend differential shall be applied as follows:

1. If an employee, as part of his/her regular workweek, is scheduled to work on Saturday and/or Sunday, such employee shall be entitled to the weekend differential as provided in Section 19.2(b) of the Collective Bargaining Agreement.
2. Employees who are scheduled to work overtime on a Saturday and/or Sunday shall not be entitled to weekend differential unless such Saturday or Sunday is part of their regular workweek.

COUNTY OF KENT

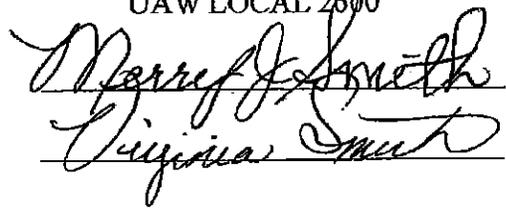
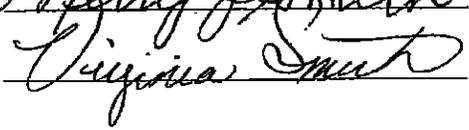


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UAW LOCAL 2600

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# LETTER OF UNDERSTANDING

Subject: Zookeeper Overtime

Notwithstanding any provision of the Collective Bargaining Agreement, the parties agree that zoo keepers who are scheduled to perform work outside their regular schedule shall be guaranteed two hours of work or pay at time and one-half. Overtime work that is performed contiguous to the beginning or end of the employees regular scheduled shift shall be paid at the rate of time and one-half, with no guarantee, provided the employee has worked forty hours in the workweek.

COUNTY OF KENT

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