

FINAL FOR EXECUTION
February 17, 2017

COUNTY OF KALAMAZOO

and

THE SHERIFF OF THE COUNTY OF KALAMAZOO

AND

KALAMAZOO COUNTY SHERIFF'S SERGEANTS' ASSOCIATION

An Affiliate of

KALAMAZOO LODGE NO. 98 of the FRATERNAL ORDER OF POLICE

Effective January 1, 2016 through December 31, 2018



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AGREEMENT

THIS AGREEMENT effective as of January 1st, 2016, by and between the COUNTY OF KALAMAZOO and the SHERIFF OF THE COUNTY OF KALAMAZOO, hereinafter referred to as the Employers, and the KALAMAZOO COUNTY SHERIFF'S SERGEANTS' ASSOCIATION, an affiliate of KALAMAZOO LODGE NO. 98 of the FRATERNAL ORDER OF POLICE, hereinafter referred to as the Association.

WITNESSETH:

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

UNION RIGHTS

ARTICLE 1 – RECOGNITION OF THE UNION AS THE EXCLUSIVE BARGAINING AGENT

Section 1: The Employers agree that during the life of this Agreement, they will not recognize any labor organization other than the Association as the MERC certified collective bargaining agent for the employees occupying or who may during the life of this Agreement occupy any of the job classifications set forth in Appendix A attached hereto.

ARTICLE 2 – UNION MEMBERSHIP/UNION DUES WITHHOLDING

Section 1: Membership. All present employees who are members of the Association shall remain members in good standing for the duration of this Agreement as a condition of continued employment or cause to be paid to the Association a representation fee equivalent to their fair share of the Association's cost of negotiating and administering this collective bargaining agreement as determined by this Association. All employees covered by this Agreement who enter the bargaining unit after the effective date of this Agreement shall become and remain members in the Association in good standing or pay a representation fee equivalent to their fair

share of the cost of negotiating and administering this collective bargaining agreement as determined by the Association as a term of their continued employment.

Section 2: For all those employees who are members of the Association or who are paying a representation fee who execute payroll deduction authorization form furnished by the Association the Employers agree to deduct one-twenty-sixth (1/26th) of the annual Association dues from each two (2) week payroll check in the amounts certified to the Employers by the Association's Financial Secretary and forward it to the Association within fifteen (15) calendar days from the date it is withheld. If there are twenty-seven (27) paychecks in a year Payroll will discontinue dues withholding from the 27th paycheck of that year.

Section 3: The Association shall indemnify and save the Employers harmless from any liability that may arise out of the Employers' reliance upon any payroll deduction authorization cards presented to the Employers by the Association.

ARTICLE 3 – REPRESENTATION

Section 1:

- A. Employees within the bargaining unit shall be represented by one (1) Association representative for each of the three (3) divisions and also one (1) Association representative specifically for CID within the Operations Division.
 - i. In the event a Sergeant's position exists in the Support Division, there shall be an additional "at large" representative for a total of five (5) representatives for the bargaining unit.
- B. The Association shall furnish the Employers a list of the Association's representatives and their assigned area and shall keep this list current at all times.
- C. Alternate Association representatives may be appointed by the local Association President to serve in the absence of the regular Association representative.

ARTICLE 4 – GRIEVANCE PROCEDURE

Section 1: Grievance Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, or application of the terms and provisions of this Agreement or a dispute regarding discipline issued to an employee.

Section 2: An employee who has a complaint regarding the meaning, interpretation, or application of the terms and provisions of this Agreement and/or his/her Association representative must submit his/her complaint orally to his/her Division Command officer within five (5) regularly scheduled work days (weekends and holidays excluded) after the occurrence of the event or at such time as he/she first has knowledge of the event upon which it is based. The Division Command Officer shall give the employee and the Association Representative a written answer within twenty-four hours after the complaint has been submitted to him/her. In the event the Association or employee determine the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following grievance procedure shall apply.

Section 3: FIRST STEP. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to the Undersheriff within twelve (12) regularly scheduled working days after the occurrence of the event upon which it is based, or when the employee, after exercising reasonable diligence, should have had knowledge of the event. The Undersheriff shall give a written Answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the Answer is mutually satisfactory, the Employers shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Employers.

SECOND STEP. Appeal to Grievance Committee: If the grievance has not been settled at the First Step, it shall be appealed within five (5) regularly scheduled working days after the receipt of the First Step Answer to a meeting between the Employer's Grievance Committee consisting of any combination of the Sheriff, Undersheriff, and County Administration or their designated representative(s) and up to three (3) members of the Association's Grievance Committee. Such meeting must be held no later than five (5) regularly

scheduled working days from the time the appeal has been taken to this step, and the Employers must answer the grievance in writing within five (5) regularly scheduled working days after such meeting.

THIRD STEP. Demand for Arbitration: If, at this point, the grievance has not been satisfactorily settled, either party to this Agreement shall have the right to submit such grievance to arbitration by the American Arbitration Association or FMCS or MERC in accordance with their Voluntary Labor Arbitration Rules, then pertaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Employer's Second Step Answer or the due date for such Answer if no Answer is given. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association.

Section 4: Limitation of Arbitrator Authority. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association or FMCS or MERC, if any, shall be shared equally by the County and the Association.

Section 5: Grievances on behalf of an entire department or the entire Association shall be filed by the Association's Grievance Committee and shall be processed starting with the Second Step of the grievance procedure.

Section 6: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Association to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If a grievance is not answered by the Employer or Administration within the time limit specified for such Answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step excluding the arbitration level.

Section 7: Meetings of the Joint Grievance Committee provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day for which they are scheduled. The Association committee members, not to exceed three (3) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such Joint Grievance Committee meetings. The Employers shall be promptly informed in writing as to the membership of the Association on the Grievance Committee and any changes therein.

Section 8: Whenever the words are used in this article, “regularly scheduled working days” shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

ARTICLE 5 – DISCHARGE AND DISCIPLINE

Section 1: In the event an employee received a verbal counseling or written reprimand or is suspended from work for disciplinary reasons or is discharged from employment and he/she believes he/she has been unjustly counseled, reprimanded, suspended, demoted or discharged, such counseling, reprimand, suspension, demotion or discharge shall constitute a case arising under the Grievance Procedure provided a written grievance with respect thereto is presented to the Sheriff, or the Undersheriff or their designees as provided in Step Two of Article 4 within six (6) regularly scheduled working days after such discharge or after the start of such suspension or after the demotion, verbal counseling or written reprimand.

- A. The Sheriff or designee agrees to promptly notify in writing the employee’s Grievance Committee person (or, in his/her absence, the Chairperson of the Association’s Grievance Committee) of such disciplinary action (counseling, reprimand, suspension, demotion or discharge).
- B. A suspended or discharged employee, if he/she so desires, will be allowed to discuss his/her suspension or discharge with his/her Grievance Committee person (or, if he/she is not readily available, with the Chairperson of the Grievance Committee) before being required to leave the Sheriff’s Office work place or County premises.

- C. It is understood and agreed that when an employee files a grievance with respect to his/her disciplinary action, counseling, reprimand, suspension, demotion or discharge, the act of filing such grievance shall constitute his/her authorization to the Employers to reveal to the participants in the grievance procedure any and all information available to the Employers concerning the alleged offense, and such filing shall further constitute a release of the Employers from any and all claimed liability by reason of such disclosure.

Section 2:

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

ARTICLE 6 – SENIORITY

Section 1:

- A. “Seniority” or “Continuous Service” as used in this agreement shall be defined as an employee’s length of continuous service within the Kalamazoo County Sheriff’s Office and/or the County of Kalamazoo since his/her last date of hire. “Last date of hire” shall mean the date on which an employee first reported for work at the direction of the Employers, County of Kalamazoo and/or the Kalamazoo County Sheriff’s Office since which point in time he/she has not quit, retired, or been justifiably discharged.

- B. “Bargaining Unit Seniority” shall be defined as an employee’s length of continuous service within any job classification(s) contained in Appendix A of this Agreement.
- C. The following procedure will be used to determine “Classification Seniority”:
1. Employees holding the rank of F22 Sergeant as of 6-11-2015 shall be placed first on the Sergeant Seniority List in the order of their date of entry into the F22 Sergeant classification with the employee who has occupied the F22 Sergeant classification for the longest period of time being placed at the top of the Sergeant Seniority List followed by the employee with the second longest period of time in the F22 Sergeant classification, and so on until all F22 Sergeant employees appear on the new Sergeant Seniority List. Three (3) members of the F22 Detective/Sergeant classification, Dave Johnson, Mike DeNoon, and Larry Downey who also have F22 Sergeant Seniority dates will be added to the list based upon their first date of promotion to F22 Sergeant.
 2. After all F22 Sergeant employees have been placed on the Sergeant Seniority List, employees holding the F22 Detective/Sergeant classification as of 6-11-2015, shall be added to the Sergeant Seniority List with the employee who has occupied the F22 Detective/Sergeant classification for the longest period of time being placed immediately below the last employee on the F22 Sergeant seniority list followed by the F22 Detective/Sergeant with the second longest period of time in the F22 Detective/Sergeant classification, and so on until all F22 Detective/Sergeant employees as of 6-11-2015 appear on the Sergeant Seniority List.
 3. The process outlined in paragraphs #1 and #2 above shall create the new F22 Sergeant, F22 Detective/Sergeant, F23 Lab Sergeant, F23 Polygraph Sergeant Classification Seniority List.

4. Employees entering the F22 and F23 Sergeant Classifications after 6-11-2015 shall be added to the Seniority List as of their date of entry into the F22 or F23 Sergeant Classifications.
5. The Classification Seniority List is attached to this Agreement and hereby made a part hereof as Appendix B.
6. As of 6-11-2015 employees holding the F22 Detective/Sergeant and F23 Polygraph Sergeant and Lab Sergeant Classifications had occupied certain job assignments and shifts within their respective Classification and had obtained these job assignments and/or shift assignments by exercising their seniority or completing testing procedures in their respective F22 Sergeant or F22 and F23 Detective/Sergeant Classifications. The seniority created by the Sergeant Classification Seniority List described in #1, #2, #3, and #4 above shall not be used to remove an employee from the job assignment and shift he/she held prior to 6-11-2015.
- 7(a). If the number of employees in the F22 or F23 Sergeant Classification is reduced pursuant to Article 9, Section 1 then the provisions of Section 1 of Article 9 shall prevail based upon the Classification Seniority List established above and contained in the Attachment hereto as Appendix B.
- 7(b). If an F22 and F23 reduction should occur beginning with the F22 Detective/Sergeants holding assignment in the CID, then seniority based upon promotion date to the CID shall prevail. If the reduction affects any of those four (4) individuals who hold both Sergeant and Detective/Sergeant seniority, then those individuals may exercise their F22 Sergeant Seniority at that time.
8. Those individuals listed on the agreed upon Sergeant Seniority Roster as of 6-11-2015, shall maintain Sergeant Seniority over any individuals promoted to the rank of Sergeant, Detective/Sergeant, Lab Sergeant or Polygraph Operator, after 6-11-2015 within the newly formed Kalamazoo County Sheriff's Sergeants' Union. Individuals promoted to those sergeant

positions listed above will have seniority dates beginning on the date of permanent promotion.

- D. When an employee who had been previously employed by the County and/or the Sheriff's Office is rehired into this bargaining unit, his/her prior service as a regular employee will be credited to him/her upon completion of his/her probationary period. This prior service credit will be used for "bonus vacation" and "longevity" purposes only.

Section 2: Seniority List. The Sheriff's Office will maintain an up-to-date seniority list which shall be emailed to each bargaining unit member every three (3) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list. Said list shall show each employee's bargaining unit seniority date and his/her present classification seniority with the employee having the greatest amount of bargaining unit seniority at the top of the list. If two or more employees receive the same bargaining unit seniority date, their names shall appear on the seniority list in the order they were promoted by the Sheriff. They shall list the order of promotion of each employee and they shall be placed on the seniority list in the order of promotion.

Section 3:

- A. "Classification Seniority", as defined in Section 1-C, shall be used for "shift bid" and "days off schedule bidding" when not on a rotating schedule.
- B. "Bargaining Unit Seniority" shall be used for "vacation selection bidding".

Section 4:

- A. An employee's seniority shall be terminated if he/she quits, retires or is discharged for just cause.
- B. An employee's seniority shall be terminated if he/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.

Section 5: It is hereby agreed that all administrative officers employed by the Sheriff's Office shall continue to have any and all previously acquired seniority rights in the Kalamazoo County Sheriff's Sergeants' Association frozen as of the effective date of their promotion to an administrative position. If, at a subsequent time, such administrative officer were returned to a position within the Kalamazoo County Sheriff's Sergeants' Association, he/she could exercise such frozen seniority for the purpose of securing a position within said unit pursuant to the provisions contained within Article 9, Section 2 of this Agreement.

ARTICLE 7 – JOB POSTINGS

Section 1: When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification or a permanent vacancy in an existing Sergeant classification or when it is necessary to promote an employee to fill a new permanent job classification or a permanent vacancy in an existing Lieutenant classification, all such vacancies shall be made known to all bargaining unit members by Office electronic email.

- A. All such email notifications shall include a statement of the job title or classification, the nature of the duties and requirements, special qualifications or requirements, and the total examination process to be followed in making the selection.
- B. Within eight (8) days following the date of the email, employees holding the Sergeant classification may exercise their right to transfer into the open Sergeant position as stated in Section 2 of this article.
- C. Sergeants interested in promotion to a lieutenant position shall notify the Sheriff of this desire within the eight (8) day period from the email notification.

Section 2: In filling a vacancy within the Jail Division or the Uniformed Services Section, the employer shall post the vacancy for lateral transfer of employees. If two (2) or more bargaining unit employees apply for the transfer, the Sheriff will take into consideration the following factors: bargaining unit seniority and job related factors.

- A. After the Sheriff has announced his/her decision relative to a particular vacancy and/or opening, an individual who fails to receive the transfer, but who has more bargaining unit seniority than the individual granted such transfer, may, within

five (5) regularly scheduled working days, file a grievance starting at the Second Step of the Grievance Procedure.

- B. The Sheriff shall have the right to exclude one (1) transfer decision from the arbitration provisions per calendar year. The Sheriff must notify the Association that he/she is exercising his/her right to exclude a decision which is the subject of a grievance within ten (10) calendar days after he/she receives the Association's written grievance.
- C. If more than one (1) grievance regarding the same transfer decision is filed, all grievances regarding that transfer decision shall be consolidated and shall be considered as one (1) grievance.
- D. The parties agree and acknowledge that this procedure applies only to transfers from the Jail Division to an opening in the Uniformed Services Section or transfers from the Uniformed Services Section to an opening in the Jail Division.

ARTICLE 8 – PROMOTIONS

Section 1: Whenever a vacancy in the Lieutenant Classification or other newly created command position is filled or an additional Lieutenant position is created, no person shall be eligible to compete for a Lieutenant position unless said person is a current member of the Kalamazoo County Sheriff's Sergeants' Association and has held a permanent classification of F-22 or F-23 for two (2) years prior to being promoted or placed into the Lieutenant position.

Section 2: Only employees who meet the qualifications specified in Section 1 of this Article for a Lieutenant position shall participate in a promotional procedure conducted by EMPCO or another professional testing company agreed to by the Kalamazoo County Sheriff's Sergeants' Association and the Kalamazoo County Sheriff. The promotional process shall consist of only:

- A. Interview consisting of:
 - 1. Introduction
 - 2. Self-Presentation
 - 3. Questions
- B. Oral Presentation

Upon completion of the promotional process EMPCO shall list the employees as “qualified” or “not yet qualified”.

Section 3: The Sheriff shall interview all Sergeants ranked as “qualified” for the Lieutenant position(s) that he is filling.

Section 4: The promotional list obtained shall remain current for a period of two (2) years following the date the Sheriff is provided the list of “qualified” Sergeants by EMPCO. A new lieutenant promotional procedure shall occur every two (2) years, which shall result in “qualified” sergeants being added to the existing promotional list from which the promotion(s) shall be made. The promotion list shall be continuous and not expire.

ARTICLE 9 – LAYOFF AND BUMPING RIGHTS

Section 1: If it is necessary to reduce the number of employees in the Department, the Employers shall determine the number of employees to be removed from each job classification and/or job assignment within a classification. Employees in the affected job classification(s) and/or job assignment(s) within the classification(s) shall be removed on the basis of their classification seniority provided always that the remaining employees have the ability to perform the available work in the classification(s) or job assignment(s).

Section 2: Employees removed from a classification or job assignment within a classification may exercise their bargaining unit seniority to bump into any equal or less paying job assignment within any Sergeant bargaining unit classification in which the employee has seniority and may use his/her bargaining unit seniority to select his/her shift within the Sergeant classification or job assignment provided they have the ability to perform the available work in such classification or job assignment. If the employee does not have enough seniority to remain in this bargaining unit he/she shall return to the KCSDA bargaining unit in accordance with the terms of that Agreement.

Section 3: Any employee who is removed from his/her classification or transferred to another position within his/her classification shall become entitled to restoration of his/her classification or job assignment at the time said is re-authorized. If more than one employee is affected within a single classification or job assignment, employees shall be reinstated within

that classification or job assignment according to classification seniority. Reinstatement as set forth herein shall be automatic and not subject to the promotion procedure as set forth in Article 8.

ARTICLE 10 – SHIFT BID

Section 1: Uniformed Services Section. It is hereby agreed that shift bidding shall continue in the Uniformed Services Section.

- A. Notwithstanding any provisions to the contrary, Sergeants shall bid for each ten-hour shift on the basis of their Classification Seniority. This shift bidding process will occur on the last Monday on or before March 15 and-September 15 of each year. The shift bidding for shift Sergeants will be done first. Thirty (30) days before the date of each shift bidding procedure, employees seeking transfers must submit their transfer requests. Fifteen (15) days prior to each shift bid procedure, management will post which transfers have been granted and which have been denied.

- B. On the day of the shift bidding, all employees must be available in person, by phone or through a written proxy (no compensation will be paid for employees who make themselves available). The available shifts will be identified and the shift bidding will commence at 8:00 a.m. starting with the most senior employee and continuing in seniority order. The process will be conducted jointly by designated representatives of the Sheriff and the Association. An employee who fails to be available will be passed over until the end of the other employees' selections unless the Sheriff's and Association's representatives agree on a shift assignment for the employee when his/her turn arrives and the employee is not available.

- C. The new shift assignments will be posted within twenty-four (24) hours of the completion of this process. The new shift assignments will take effect the first day of the first pay period of April and October each year.

D. The Association agrees to allow the Sheriff the right to assign one (1) Transport Sergeant, Evidence Room/Quartermaster Sergeant, Airport Sergeant and the Traffic Sergeant.

(i) As of the signing date of this contract Sergeant Roger Williams has bid, and continues to occupy the Airport Sergeant position. The Employer agrees not to appoint the Airport Sergeant until such time as Sergeant Roger Williams vacates the position by his own personal choice during a shift bid, request for transfer, retirement or removed for discipline.

Section 2: Jail Division.

A. Notwithstanding other provisions to the contrary, shift bidding procedure for sergeants assigned to the Jail Division shall take place two (2) times a year. Sergeants shall bid for shifts on the basis of their classification seniority. Such bidding shall occur on the last Monday on or before March 15 and September 15 of each year. The shift bidding for Sergeants will be done first. Thirty (30) days before the date of each shift bidding procedure, employees seeking transfers must submit their transfer requests. Fifteen (15) days prior to each shift bid procedure, management will post which transfers have been granted and which have been denied and designate the positions available for bid for each six (6) month shift period.

B. On the day of the shift bidding all employees must be available in person, by phone or through a written proxy (no compensation will be paid for employees who make themselves available). The available shifts will be identified and the shift bidding will commence at 8:00 a.m. starting with the most senior employee and continuing in seniority order. The process will be conducted jointly by designated representatives of the Sheriff and the Association. An employee who fails to be available will be passed over until the end of the other employees' selections unless the Sheriff's and the Association's representatives agree on a shift assignment for the employee when his/her turn arrives and the employee is not available.

- C. The new shift assignments will be posted within twenty-four (24) hours of the completion of this process. The new shift assignments will take effect the first day of the first pay period of April and October each year.

ARTICLE 11 – SPECIAL CONFERENCES

Section 1: The Employers and the Association agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.

ARTICLE 12 – UNION LEAVE

Section 1: The Employers agree to grant a leave of absence without pay to one (1) member of the Association, if elected by the Association for up to five (5) working days to attend the National Convention and to three (3) employees for up to three (3) working days when selected to attend the State Convention, provided such leave request is made sufficiently in advance to allow proper adjustments within the Department.

ARTICLE 13 – DRESS REGULATIONS

Section 1: It has been agreed by the parties that at such time as the Sheriff promulgates rules and regulations involving dress wear, that if such rules apply to footwear, the Sheriff will allow deputies to wear boots, provided that such footwear is deemed appropriate. The Sheriff shall, by written order, provide that no ties shall be required as part of the summer uniform. However, the Sheriff may specify that crew neck T-shirts be worn as part of the summer uniform and the Department will not be responsible to pay for such T-shirts.

ARTICLE 14 – SAFETY

Section 1: It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees.

Section 2: When a bargaining unit member working in the Uniformed Services Section is assigned to transport a person in custody to or from a police facility (not an A.S.C.S. facility), that is located more than one hundred (100) miles from the Department (mileage determination on chart of MDOT map when possible), he/she shall be accompanied by another bargaining unit

member holding the rank classification of Deputy (F19) or higher. The Sheriff will make available necessary handcuffs, belly chains and leg restraints. In addition, the vehicles used for transport shall have the standard police radio and a mobile telephone shall be provided. The transport of prisoners in custody by bargaining unit members in Transport and the Criminal Investigation Section shall continue to be made according to Division Policy in effect December 1, 1990 with the understanding that Detective Sergeants temporarily transferred to the Uniformed Services Section will be subject to this section provided they are supplied a Class A uniform and marked patrol vehicle.

MANAGEMENT RIGHTS

ARTICLE 15 – MANAGEMENT RIGHTS

Section 1: The parties hereto recognize and agree, that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Sheriff’s Department shall be vested as provided by the laws of the State of Michigan and the County Board of Commissioners and the Sheriff.

- A. Nothing contained herein shall be deemed to preclude the Sheriff from establishing and putting into effect those reasonable rules and regulations necessary to carry on an efficient and effective operation within the Sheriff’s Department.

ARTICLE 16 – PROBATIONARY PERIOD

Section 1: Probationary Period. Employees promoted into this bargaining unit after the effective date of this Agreement shall be probationary employees for the first six (6) months immediately following their promotion.

- A. The purpose of the probationary period is to provide an opportunity for command officers and the Sheriff to determine whether the employee has the ability and other attributes which will qualify him/her for a Sergeant’s position.
- B. If an employee does not successfully complete his/her probation he/she shall be returned to the employee’s former classification.

- C. The probationary period may be extended by the Sheriff upon a showing of just cause. The Association shall receive notification of such extension prior to its implementation and such action is subject to the grievance procedure.

ARTICLE 17 – DEPARTMENT INVESTIGATIONS

Section 1: In the event a complaint is filed or registered against any employee covered by this Agreement, the following investigatory procedure shall apply:

- A. The questioning of a member of the Sheriff's Office shall be during his/her regular tour of duties whenever practicable unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the department shall take place at the Sheriff's Office headquarters.
- B. The member of the Sheriff's Office being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses will be disclosed at the time the discipline is issued. If the member of the Sheriff's Office is being questioned for the purpose of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates a member of the Sheriff's Office who has been questioned as a witness, he/she shall be informed of the change in the nature of the investigation before interrogation commences on another occasion. However, it is understood and agreed that the informing of a member of the Sheriff's Office that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action which may be taken as a result of information disclosed during the course of the interrogation or investigation.
- C. If an officer is placed under arrest or is a suspect or target of a criminal investigation, if he/she so requests, he/she shall have the right to consult with and have legal counsel available and the criminal investigation and interrogation shall be conducted in the same manner and procedure with the same Constitutional and Statutory safeguards that all citizens under criminal investigation and interrogation are entitled to exercise.

- D. If at any time during such investigatory procedure the Sheriff decides to suspend an officer, such suspension shall be with pay at the officer's regular salary until the sheriff makes a final determination as to the disposition of the matter.
- E. No record of any Sheriff's Office investigation made as a result of a complaint will be placed in the employee's personnel record unless the complaint is brought to his/her attention within ten (10) days of the complaint.
- F. No record of any Sheriff's Office investigation made as a result of a complaint will be placed in the employee's personnel record where the complaint was determined to be untrue.

ARTICLE 18 – TEMPORARY TRANSFER

Section 1: The Employers shall have the right to temporarily transfer those employees within the bargaining unit irrespective of their seniority status from one job classification to another.

- A. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or job seniority in the permanent classification to which he/she was transferred.
- B. It has been agreed that no employee shall be subject to a temporary transfer in excess of sixty (60) calendar days unless such additional time has been mutually agreed to between the employee and his/her supervisor.
- C. It has been further agreed that no employee shall be subject to a temporary transfer to the Jail Division, Uniformed Services Section or the Criminal Investigation Section in excess of six (6) months unless such additional time has been agreed to by the Association and the employee. (It is understood that the six (6) month limitation excludes special outside assignments, such as SWET, K-VET, and SCAR.)
- D. An employee temporarily transferred to a higher paying classification shall be paid at the higher rate of pay and benefits (clothing allowance) upon the effective date of such transfer.

- E. An employee temporarily transferred to a Lieutenant's Classification shall receive the higher rate on the sixth consecutive work day in the Lieutenant's position and retroactive to the first day of such assignment. It is understood that the Sheriff does not have an obligation to fill a Lieutenant's position on a temporary basis in the case of absence or vacancy.

Section 2: Transfers will not be made for the specific purpose of discriminating against an employee.

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

Section 3: It is recognized by all parties that an officer who is on authorized leave of absence and that such leave may be of an extended duration, for the purpose of this Section, extended duration shall mean in excess of six (6) months, during the first six (6) months of such vacancy, the Sheriff may fill the vacancy as a temporary transfer in accordance with Section 1 of this Article.

- A. If the Sheriff reasonably determines that the vacancy will continue for a period in excess of six (6) months or longer, the Sheriff may fill the vacancy as a permanent position in accordance with the hiring and/or promotional provisions of this Agreement. This Section shall not be interpreted so as to prevent the officer on extended leave from returning to the position he/she held at the time the officer was granted the leave upon his/her return to duty.
- B. Upon return to duty of the officer who was on extended leave, he/she shall be returned to his/her position and a bumping procedure, as described in this Agreement concerning layoff procedures, shall take place, if required.

Section 4: Sergeants who apply for transfer from the Jail Division or Uniformed Services Section (U.S.S.) or exercise their seniority to apply for transfer from the Jail Division or U.S.S. shall be subject to the following training requirements.

- A. Sergeants who have successfully completed training in the Jail Division and the U.S.S. under either the previous Traffic and Patrol Division training or U.S.S.

Field Training Officer (FTO) program shall be eligible for temporary transfer or transfer without going through an FTO training program.

- B. Sergeants who are not FTO trained must first successfully complete the U.S.S. and the Jail Division FTO program under transfer or temporary transfer status.

ARTICLE 19 – DRUG TESTING

Section 1. Random Drug Testing. The current KCSD drug testing program will be maintained. The drug testing program will be outsourced and will not be run by the County. A rehabilitation program is included in the drug testing program and will be paid by the Health Insurance provided by the Employers. The drug testing program will be paid by the Employer.

ARTICLE 20 – TOWNSHIP ASSIGNMENTS

Section 1: Township assignments in the Uniformed Services Section will be subject to bidding.

COMPENSATION

ARTICLE 21 – SALARIES

Section 1: Pay day shall be on a bi-weekly basis. All employees will be paid by direct deposit to the financial institution(s) designated by the employee.

Section 2: For the life of this Agreement, the salary schedules set forth in Appendix A attached hereto and by this reference made a part hereof shall remain in full force and effect.

- A. The “F” Salary Schedules in Appendix A apply to employees hired before September 17, 2013. The “NF” Salary Schedules in Appendix A apply to employees hired on or after September 17, 2013.

Section 3: Wage Rate Upon Promotion.

- A. An employee who promotes into a position assigned to a higher salary classification than his/her current position shall be placed in the new classification at the first step that represents an increase in pay equivalent to a one-step increase

in their former classification, not to exceed the maximum step of the new classification. If the employee to be promoted is currently at the maximum step of their classification, 4% will be added to their current hourly rate. Using that adjusted hourly rate, the employee shall then be placed on the new classification at the lowest step that is at least equal to the adjusted hourly rate.

- B. Employees shall then progress on the scale from Step to Step in the new classification upon completion of twelve (12) months; *i.e.*, an employee who enters a classification at the C Step will progress to the D Step after twelve (12) months and the E Step after serving twelve (12) months at the D Step.

Section 4: An employee may submit a request for compensation for time spent in the performance of making, or attempting to make, any felony arrest during his/her off-duty time, or while investigating a felony on off-duty time, with the approval of his/her supervisor. It is understood and agreed that the Sheriff may grant such request or refuse any portion or all of the request but that such refusal to grant the request is subject to the grievance procedure.

Section 5: Fifty Dollars (\$50.00) bonus above and beyond normal wages for each twelve (12) semester credit hours accomplished in an accredited college or school in a recognized job classification or related studies up to a maximum of \$800. This is payable once per year on the last pay period (to include retroactive credit hours). Courses for which the employee has been reimbursed in whole or in part by the County shall not be eligible for these payments. New hires with dates of hire on and after January 1, 2010 are not eligible for this payment. The County shall not discontinue payment for semester credit hours accomplished in an accredited college or school prior to January 1, 2010 even though the County may have reimbursed the employee for said credits.

Section 6: The County shall reimburse seventy-five (75%) percent of the first five-hundred (\$500.00) dollars per year of charges incurred by County employees taking approved high school or college courses, as outlined in the more detailed policies statement available from the Human Resources Director. Approved courses shall be those which provide for the systematic improvement of the knowledge or skills required in the performance of the employee's work or courses that, for any other reasons, will be beneficial to the employees and to the County. All

courses shall be approved by the Human Resources Director and the Sheriff prior to issuance of the refund. The employee must remain in County service for a period of twelve (12) calendar months following completion of the course or forfeit such tuition payment.

Section 7: When an employee dies, his/her beneficiary/estate will be paid fifty percent (50%) of the employee's unused sick leave accumulation, and one hundred percent (100%) of any unused vacation time, compensatory time and personal leave time.

ARTICLE 22 – OVERTIME

Section 1: "Overtime rate" shall be defined as being one and one-half (1½) times the employee's regular hourly rate.

Section 2: Employees may opt to accumulate compensatory time off at the rate of one and one-half (1½) hours of time off for each overtime hour worked in lieu of being paid cash wages for overtime worked. The accumulation of compensatory time for overtime hours worked shall be accumulated in a separate bank from Holiday Leave compensatory time off.

Section 3: Use of compensatory time as scheduled time off shall be governed by the procedure for approval of vacation.

Section 4: Compensatory time shall be limited to sixty (60) hours of total accrual during a quarter year. Unused compensatory time shall be paid out on the last pay date in March, June, September, or December for each respective quarter. Pay off of compensatory time shall be at the rate of the employee's regular hourly rate.

Section 5: Upon separation from County service, unused compensatory time shall be paid out at the employee's regular hourly rate and shall not be used to extend an employee's length of service nor postpone an employee's termination date.

Section 6:

- A. Sergeant overtime requirements with less than twenty-four (24) hours' notice before the start of said overtime may be sent out via the Sheriff's Office message system or worked by the Duty Sergeant. The first Sergeant responding to the overtime notice shall work said overtime.

- B. All overtime known for more than forty-eight (48) hours in advance shall be considered scheduled overtime and shall be posted on the Patrol Overtime Board if Patrol Division overtime or on the Jail Division Overtime Board if Jail Division overtime. Sergeants may sign up to work posted overtime and said overtime shall be assigned on a first-come basis, i.e., first to sign the posting works the overtime.

Section 7: In the event overtime is not covered by Section 6 A or B above, the least senior sergeant working may be required to stay over no more than half (1/2) the shift in need of coverage. The employee may stay the entire shift in need of coverage if they so choose.

ARTICLE 23 – PREMIUM PAY

Section 1: Pay for hours worked per day and hours worked per week in excess of the normal work day and normal work week shall be paid at the overtime rates. Overtime shall be computed in quarter hour increments.

Section 2: For purposes of this Section, an employee's work day shall be considered to be the twenty-four (24) hour period beginning at the same time as the employee's scheduled shift. When an employee is directed or required to work beyond the end of the employee's normal scheduled shift, or required or directed to return to work at any time during a work day, the employee will be compensated at the employee's overtime rate. In the event that the employee has been called back to work after having left the premises, the employee will be credited with a minimum of two (2) hours at the employee's regular hourly rate or with the actual hours worked at the employee's overtime rate, whichever amount is greater, unless such time shall be continuous with the employee's scheduled work in which case the employee shall be paid at his/her overtime rate.

Section 3: In the case of all Detective Sergeants, the Employers reserve the right to adjust the beginning times of such personnel's regular shift at will to meet operational exigencies. If the newly defined shift begins within the same work day, as defined above, as the previous shift, then payment for hours worked will be at the regular hourly rate; provided, however, that if the period of time between the time a non-uniformed employee is released from duty on one shift and the time that employee returns on a regularly scheduled shift is less than eight (8) hours, then

hours worked during the shift to which the employee returns will also be paid at the overtime rate. To illustrate:

- A. A Detective Sergeant is regularly assigned to the 8:00 a.m. to 4:00 p.m. shift, Monday through Friday. During the employee's Monday work day, the employee is informed that the employee's shift hours have been temporarily adjusted to 4:00 p.m. to midnight effective Tuesday through the remainder of the week; the employee would not receive overtime for any hours during the Tuesday shift.
- B. A non-uniformed officer's regularly scheduled shift is 8:00 a.m. to 4:00 p.m. Monday through Friday. At the completion of the Monday shift, the employee is required to remain over and is not released from work until midnight. The employee returns to work for a regularly scheduled shift at 8:00 a.m. the following day for the employee's regularly scheduled shift. The employee would be entitled to overtime for the hours worked between 4:00 p.m. and midnight on Monday. As an 8-hour interval elapsed between the completion of the overtime and the employee's next regularly scheduled work shift, regular hourly rate for the Tuesday shift would be received.
- C. A non-uniformed officer is regularly assigned to the 8:00 a.m. to 4:00 p.m. shift Monday through Friday. During the Monday shift, the employee is advised that the employee's shift has been redefined as 4:00 p.m. to midnight effective Tuesday and until further notice. The employee works the 4:00 p.m. to midnight shift on Tuesday and Wednesday. During Wednesday's regularly scheduled shift the employee is advised that the employee's shift has again been restored to the 8:00 a.m. to 4:00 p.m. shift effective Thursday and until further notice. The employee is not entitled to any overtime.
- D. A non-uniformed officer is assigned to the 8:00 a.m. to 4:00 p.m. shift Monday through Friday as the employee's regularly scheduled shift. At the completion of the Monday shift, the employee is required to work until 2:00 a.m. Tuesday on special assignment, and returns to work at 8:00 a.m. on Tuesday. The employee is entitled to overtime for the hours worked on special assignment between the

completion of the Monday shift and 2:00 a.m. Tuesday morning. The employee is also entitled to overtime for the employee's regular shift on Wednesday, since an eight (8) hour period did not elapse between the two shifts.

Section 4: The employer shall post a bi-weekly work schedule seventy-two (72) hours prior to the beginning of each month for employees in the Criminal Investigation Section. The employer may make changes to the posted schedule up to twenty-four (24) hours prior to the start of each pay period without the requirement to pay overtime, provided that the waiver of the overtime requirement shall apply only if the employee is contacted and advised of the change. The employer may adjust or change the work schedule after the start of a pay period without the requirement to pay overtime under the following circumstances, provided the employee is advised of the change:

- A. In cases of emergency (disasters, major crimes, mobilizations)
- B. With concurrence of the employee(s) involved.

Section 5: Employees who are compelled to appear in court on off duty hours will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular hourly rate and will return all witness and subpoena fees to the County.

- A. In the event an employee is required to be present in court as per the wording of the subpoena and has not been excused by the court (excluding a one [1] hour lunch break) in excess of the above two (2) hours, he/she shall receive pay for all actual court time at a rate equal to one and one-half (1-1/2) times his/her regular hourly rate.
- B. At any appearance in court beyond the two (2) hour minimum time, a Sergeant shall be paid for a full hour for each portion of an hour required in court in excess of the two (2) hours. The Sergeant shall also be paid when off duty for the lunch break taken by the court if he/she is required to stay in attendance.

ARTICLE 24 – SHIFT DIFFERENTIAL

Section 1:

- A. Employees who work in the classifications of F22 or F23 and who are assigned, by virtue of shift bidding or transfer, to the shift which commences on or after 11:00 a.m. but before 8:00 p.m. shall be entitled to a shift premium equal to two (2%) percent of their base hourly compensation for all hours of work on whatever shift while assigned to such shift.
- B. Employees in the two (2) specified classifications who work on any shift, by virtue of shift bidding or transfer, which commences on or after 8:00 p.m. but before 6:00 a.m. shall be entitled to a shift premium equal to one (1%) percent of their base hourly compensation for all hours that said employee works on whatever shift while assigned to said shift.
- C. Shift premium shall be added to their hourly rate for the purpose of calculating overtime, pension, longevity, compensatory time, sick leave, vacation and personal leave days.
- D. Employees who are assigned by virtue of shift bidding or transfer, to a shift which commences on or after 6:00 a.m. but before 11:00 a.m. shall not be entitled to any shift differential no matter what hours they may work during the time that they are assigned to such aforementioned shift.
- E. Payment for a personal leave, vacation, sick leave, comp time used, comp time paid out, floating holiday shall include any shift differential that the employee was earning at the time he/she receives payment.

ARTICLE 25 – HOLIDAYS

Section 1: The recognized legal holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, President's Day, Veteran's Day, ½ day Good Friday and Presidential and Gubernatorial Election Day.

Section 2: A recognized legal holiday shall be considered as starting at the beginning of the regularly scheduled shift on which the balance of the shift's hours fall after midnight on the day designated as the holiday and lasting twenty-four (24) hours from the time of beginning.

Section 3:

- A. Shift employees (e.g. employees that work within units that bid for shifts) who are not scheduled to work and who do not work on a holiday may receive the holiday pay specified in Section 4 of this Article or a floating holiday at straight pay.
- B. Employees who are not scheduled to work and who do not work on a holiday may receive the holiday pay specified in Section 4 of this Article or a floating holiday at straight pay.
- C. Employees who are scheduled to work and do work the holiday shall be entitled to holiday pay plus time and one-half (1-1/2) their regular hourly rate for all hours worked during the normal work day as defined in Article 23.
- D. Hours worked in excess of the normal work day shall be paid at the rate of two (2) times the employee's regular hourly rate.
- E. Employees may elect to receive time and one-half compensatory time off in lieu of premium pay for hours worked during the normal work day.
- F. Employees who are called in to work on a holiday and employees who sign up to work on a holiday shall receive their holiday pay plus two (2) times their regular hourly rate for all hours worked on the holiday.

Section 4: Holiday pay shall be defined as an employee's regular hourly rate times the employee's normal work day. "Normal work day" shall be as defined in Article 38, Section 1.

Section 5: There shall be a one hundred twenty (120) hour cap on accumulation of holiday compensatory time off. When an employee reaches the 120-hour cap, he/she must collect pay for all future holidays until such time as they fall below the cap. The 120-hour cap applies to all divisions regardless of whether they work an eight or ten-hour day.

ARTICLE 26 – LONGEVITY PAY

Section 1: Longevity Pay. Section 1: Longevity Pay. Full-time employees shall be eligible to receive longevity pay based upon their length of continuous service with the Employer in accordance with the following:

2010 Plan:

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

Pre-2010 Plan:

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

Longevity pay accrues and is credited to eligible employees who, as of October 1 of any given year, are on active pay status and who will have or will complete five years or more of continuous service during that calendar year.

Employees hired prior to 11-30-2009 shall receive the greater of the following:

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

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

Section 2: For the purpose of the above plan, regular wages will be defined as regular base salary and shift premium excluding any and all premium compensation.

ARTICLE 27 – CLOTHING ALLOWANCE

Section 1: The clothing allowance for plainclothes officers shall be Eight Hundred Fifty (\$850.00) Dollars per year. The Employers shall assume the full responsibility for all cleaning, laundry, and maintenance of uniforms required of uniformed personnel. Upon the advancement of an individual to a plainclothes position, the entire amount of clothing allowance for the year will be given at that time.

ARTICLE 28 – PENSION PLAN

Section 1: The County of Kalamazoo shall contribute to the KCSDA Plan. For employees hired before September 17, 2013, the contribution to such pension plan shall be a sum of money equal to sixteen percent (16.0%) of the gross pay of the bargaining unit members covered by such plan. For employees hired on or after September 17, 2013, the contribution to such pension plan shall be a sum of money equal to ten percent (10.0%) of the gross pay of the bargaining unit members covered by such plan. Payments to the pension plan shall continue to be made bi-weekly and the employee's contribution to such Plan has been eliminated.

Section 2: Bargaining unit employees will be permitted to transfer funds from the existing deferred compensation fund into the KCSDA 457 fund, and such employees will be allowed to make future contributions to such fund on a payroll deduction basis.

Section 3: Bargaining unit employees who retire shall be allowed to purchase their duty weapon from the Employers for the original cost paid by the Employer for the weapon.

Section 4: The Employer agrees during the life of this Agreement to continue to consider the Union's proposal to transfer the FOP Defined Contribution Pension Plan to a MERS Plan. This Agreement is made based on the conditions that it is understood and agreed that there is no obligation on the part of the Employer and that the issue cannot be negotiated to impasse during the life of this Agreement.

ARTICLE 29 – PARKING AND VEHICLES WHILE ATTENDING COURT

Section 1: The employers shall make available to bargaining unit personnel free parking in downtown lots located within 1-2 blocks of the Courthouse, such as the Radisson parking structure, or the KVCC parking lot, or Eleanor & Rose streets when bargaining unit personnel are attending court which attendance is duty related.

Departmental vehicles may be used to attend court, if available, under the following conditions:

- A. Departmental uniform shall be worn in marked units.
- B. On-duty status does not commence for in-County courts until reporting time on the subpoena.
- C. Vehicles shall be parked in the Courthouse lot only in spaced marked for police vehicles.

PAID TIME OFF

ARTICLE 30 – VACATIONS

Section 1: Every continuing full-time employee shall be entitled to annual leave with pay of one-half day (four hours) for each completed bi-weekly work period of service, except that no employee shall be entitled to such annual leave until he has completed thirteen (13) bi-weekly work periods.

Section 2: Employees who have completed five (5) years of currently continuous service shall earn additional annual leave with pay according to length of total classified service as follows:

- A. For five or more, but less than ten years, three days (twenty-four hours) annually;
- B. For ten or more, but less than fifteen years, five days (forty hours) annually;
- C. For fifteen or more, but less than twenty years, seven days (fifty-six hours) annually;
- D. For twenty or more years, nine days (seventy-two hours) annually.

Section 3: A day of vacation pay as provided for in Sections 1 and 2 above shall equal the same number of hours as the employee's regularly scheduled work day at the employee's straight time rate of pay at the time the employee takes his/her vacation and shall include any shift differential that the employee was earning at the time he/she takes vacation.

Section 4: The Sheriff shall determine the number of employees who can be assigned for vacation purposes at any time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Sheriff. Vacation leave shall be granted giving preference to seniority employees.

- A. Sergeants shall bid for vacations based upon their classification seniority. All employees shall indicate prior to March 15 of each year those dates between March 15 and September 15 that they desire to take as their eligible vacation leave. All employees shall indicate prior to September 15 of each year those dates between October and April that they desire to take as their eligible vacation leave. A final vacation list shall be prepared by the Sheriff and distributed to all sergeants not later than five (5) business days following March 15th for the April selections and five (5) business days following September 15th for the October selections, indicating those dates agreed upon.
- B. In the event an employee does not select a vacation period prior to the March 15 or September 15 deadlines, he/she shall be permitted to select a vacation period

from the remaining available dates. If two (2) or more sergeants have failed to make selections by March 15 or September 15, their selection shall be made on the basis of first come, first served.

C. If an employee, because of required court appearances or other emergency situations, is unable to take his/her vacation during the period assigned, every effort shall be made by the employee to reschedule a vacation period convenient and agreeable to the employee and the Sheriff in the calendar year in which his/her vacation period was assigned. However, if the parties are unable to agree to a mutually convenient vacation period, the employee shall be allowed to accumulate and carry over his/her last year's vacation time into the following calendar year or years, provided the accumulation shall not exceed three hundred sixty (360) hours.

(i) No more than two hundred forty (240) hours of vacation may be taken at any one time under this provision.

D. No employee shall be permitted to take his/her vacation leave one (1) day at a time without the prior approval of the Sheriff. However, this subsection shall not be used or construed so as to work a forfeiture of any actual earned vacation leave.

Section 5: If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after December 31 of any calendar year upon which he/she qualifies for such vacation with pay without having received the same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such December 31 and his/her pro rata share of vacation earned thereafter until such time as he/she leaves the employment of the County.

If any employee quits or is discharged prior to December 31 upon which he/she would have qualified for a vacation with pay, he/she will be entitled to only that portion of vacation pay which he/she earned as of the date he/she quit or is discharged.

- A. Any payment received under this provision shall not exceed two hundred forty (240) hours.

Section 6: When an employee dies, his/her beneficiary/estate will be paid fifty percent (50%) of the employee's unused sick leave accumulation, and one hundred percent (100%) of any unused vacation time, compensatory time and personal leave time.

ARTICLE 31 – PERSONAL LEAVE

Section 1: The Employers agree to grant four (4) personal leave days with pay. The four (4) personal leave days shall be credited to Employees on January 1 of each year. Employees hired at any time from January 1 through March 31 of a given year shall also be credited with four (4) personal leave days with pay as of the date of their hire. Employees hired at any time from April 1 through June 30 of a given year shall be credited with three (3) personal leave days, with pay, as of the date of their hire. Employees hired at any time from July 1 through September 30 of a given year shall be credited with two (2) personal leave days, with pay, as of the date of their hire. Employees hired at any time from October 1 through December 31 of a given year shall be credited with one (1) personal leave day with pay as of the date of their hire. For Jail and Operations employees who request a personal day off at least twenty-four (24) hours in advance of the start of the shift day he/she desires off shall be granted said day(s) off unless on the day(s) requested there are two or more identifiable employees who are already working on an overtime basis on the shift within the division where the requesting employee is scheduled to work or the Department is involved in an emergency declared by the Sheriff where all vacations and personal leave day(s) are canceled. Payment for a personal leave day taken shall include any shift differential that the employee was earning at the time he/she takes personal leave. Employees shall be allowed to carry over unused personal leave time from year to year. When personal leave time is carried over from one year to the next, the personal leave time shall be converted to holiday leave time (i.e., holiday compensatory time).

ARTICLE 32 – SICK LEAVE

Section 1: Effective May 9, 1997 each regular full-time employee of the Sheriff shall accrue four (4) hours with pay as sick leave for each completed biweekly pay period. Sick leave with pay may be utilized by regular full-time employees throughout their period of employment with

the Sheriff. Sick leave may be accrued throughout the employee's entire period of classified service.

Section 2: A bargaining Unit employee shall be entitled to an unlimited accumulation of his/her sick leave.

- A. A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty percent (50%) of the total number of sick leave days accrued.
- B. After completion of five (5) years of active service, an employee shall receive compensation for twenty-five percent (25%) of the unused sick leave credits at his/her current rate of pay at the time of termination for any reason not to exceed four hundred (400) hours. This benefit will not be available to any bargaining unit member hired subsequent to January 1, 1986.

Section 3: An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the Sheriff in the following instances:

- A. When it is established to the county's satisfaction that an employee is incapacitated for the safe performance of his/her duty because of sickness or injury.
- B. When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- C. When unusual situations or emergencies exist in the employee's immediate family. Failure to make diligent effort to notify the employee's department head may result in loss of pay. The employee must notify a division shift supervisor of the situation and must get approval from such supervisor prior to the initiation of the leave.

Section 4: An employee shall not be charged sick leave time for dentist's or doctor's appointments when such appointments cannot be scheduled other than during the employee's

normal work hours when the employee's absence from work is two (2) hours or less. Once an employee has had total absences of eight (8) hours for such dentist's or doctor's appointment during a calendar year, all future absences during that year resulting from dentist's or doctor's appointments will be charged to the employee's individual sick leave count.

Section 5: Falsification of evidence to substantiate sick leave shall be cause for dismissal.

Section 6: An employee who has been absent for three (3) or more regular scheduled working days shall, if requested by the employer prior to the return of the employee to work, provide a statement from his/her physician certifying his/her ability to return to work. If the employer has reasonable grounds to believe that an employee has been abusing sick leave, the employer may require a medical excuse from a physician for such absence for which the employee claims sick leave.

Section 7: Any employee who does not utilize any sick leave time during a three-hundred sixty-five (365) day period shall be entitled to an additional personal business leave day during the subsequent three hundred sixty-five (365) day period. When an employee has not utilized a sick leave day during any three hundred sixty-five (365) day period, he/she shall notify his/her Divisional Captain. The Divisional Captain shall check the records and verify the request for an additional personal leave day in writing. The written verification shall be presented by the Captain or his designee to the County Payroll Administrator for processing and the day shall be added to the employee's personal leave. Once an employee has earned a personal business day, by not utilizing any sick time for a three hundred sixty-five (365) day period, a new 365 day period shall begin and the employee must not use any sick time for another 365 days before he/she earns another additional personal leave day.

Section 8: It is further understood and agreed that a "Sick Bank" shall be established, administered, and maintained in accordance with Appendix D of this Agreement.

Section 9: The parties agree to the establishment of an advisory committee relative to utilization of time accumulated in the Sick Leave Bank. Such committee shall be made up of one (1) representative of the Sergeants' Association, three (3) representatives selected by the Kalamazoo County Sheriff's Deputies Association and two (2) representatives selected by the

Sheriff. Utilization of the Sick Leave Bank is controlled by the rules outlined in Appendix D and established by the advisory committee.

ARTICLE 33 – LEAVE OF ABSENCE

Section 1: Leave of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leave of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received from the County had they worked such period.

Section 2: Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 3: An administrative or special leave may be granted to an employee when approved by the Sheriff for the purpose of settling an estate of a member of the immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of their work, for illness or injury when such leave extends beyond employee's sick leave days earned, and for other reasons which may be beneficial to the employee and the County. All leaves shall be specific as to their duration. A special or administrative leave of absence will normally be without pay. Leaves of absence shall be requested in writing by the employee and approved by the Sheriff.

ARTICLE 34 – BEREAVEMENT LEAVE

Section 1: Provided the employee has gotten the prior approval of the Sheriff or his/her designee, an employee will be granted sufficient time off with pay when a death occurs in the employee's immediate family. (Spouse, children, parents or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and any other persons for whom financial or physical care is the employee's principal responsibility.)

ARTICLE 35 – JURY DUTY

Section 1: If an employee, whose work shift starts between 12:00 noon and 6:00 p.m., is required to be at jury duty more than four (4) hours on any given day, he/she shall be excused from working his/her regular shift, however, the employee shall complete his/her work day on the day shift. If the employee attends jury duty less than four (4) hours, he/she must work their regular shift. Employees whose work shift starts between 6:00 p.m. and 12:00 midnight shall be transferred to the day shift to attend to jury duty. Employees working the day shift shall continue to be allowed to attend to jury duty with pay.

INSURANCES

ARTICLE 36 – INSURANCE

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

Section 2. Employee Health Care Plan Contribution. Employees share in the cost of their health care coverage by paying a health care cost contribution each two-week pay period. The full time employee health care cost contribution payment is twenty percent (20%) of the County's actuarially estimated annual health care cost determined by category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents):

The County's actuarially estimated annual health care cost is based upon the rate for active employees. In the fall of each year the County receives an actuarial report that contains a calculation of the estimated cost to provide health care coverage in the upcoming calendar year for active employees and their eligible dependents. These estimated cost figures are utilized for

health care contribution purposes effective on the first pay day on or after January 1st of the upcoming calendar year. Employees will pay 1/26th of the annual health care cost along with any applicable FSA health care contribution each pay period. No health insurance contribution or FSA contribution will be taken out in a 27th paycheck.

Section 3. Cash in Lieu of Health Insurance. Employees may elect to waive health insurance coverage under the Employer's health insurance plan by giving the Employer written notice of their desire to waive health insurance coverage at least thirty (30) days prior to the first day of the month the employee desires to waive his/her insurance coverage by signing the appropriate form.

- A. An employee whose spouse is also employed by the County and covered by the County Health Care Plan is not eligible for opt-out payments.
- B. Employees who waive health insurance coverage shall receive an annualized sum of three thousand dollars (\$3,000.00), to be paid in equal installments in each regular bi-weekly pay check.
- C. Employees who have waived the Employer's health insurance coverage may re-enter the Plan at open enrollment or if they experience a qualified change in status, including a change in family status as defined in the proposed Treasury Regulations plus the permitted election changes from new final and temporary Treasury regulations.

Section 4. Involuntary Military Activation. Health insurance benefits for employees called involuntarily into military reserve duty will be continued for the duration of the employee's involuntary activation.

Section 5: Dental Coverage. The employer shall make available dental plan with benefit level RC/25/50, 1 MBL 1000 OS/50/1000 more specifically described in the plan document. The Employer shall pay the full cost of this dental plan.

Section 6: Optical Insurance. The Employers shall make available a basic 12/12/12 optical plan. The Employers shall pay the full cost of such optical plan.

Section 7: Life Insurance. The Employers shall maintain the group life insurance coverage for all bargaining unit employees in an amount of twenty-thousand (\$20,000) dollars. Employees shall have the right to purchase additional life insurance coverage at the same rate charged to the County.

Section 8: Long Term Disability. Each regular full-time bargaining unit employee shall be eligible for the County's Long-Term Disability Insurance Program.

The Long-Term Disability Insurance Plan shall be fully coordinated with the employee's individual sick leave accumulation and the Sick Leave Bank as set forth in this Agreement.

- A. Elimination Period. Such plan covers a disability after the employee has been disabled for six (6) months and has totally utilized his/her personal sick leave accumulation and his/her sick leave entitlement from the Sick Leave Bank.
- B. All benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.
- C. The long-term disability insurance shall not be applicable to any injury or disability which is job-related and covered by the Workers' Compensation Laws.

Section 9: Retiree Insurance. The Employers shall continue their present practice regarding health insurance coordination for all retiring employees as set forth in Appendix C and Appendix F.

Section 10: Obligation to Continue Health Insurance Premiums. In the event that an employee is discharged, quits, or is laid off, the employer shall have no obligation or liability whatsoever for making any insurance premium payments for any such employee or their lawful dependents beyond the pay period in which the discharge, quit or layoff occurs. Employees who are on a non-duty disability leave and receive KCSDA Sick Bank or LTD benefits shall continue to receive Employer-paid insurance benefits for the employee, spouse and dependents. Employees who are on a non-duty disability leave and receive LTD benefits shall continue to receive Employer-paid insurance benefits for the employee, spouse and dependents for a period of twenty-four (24) months from commencement of receipt of LTD benefits. Employees who are absent from work due to a job-related illness or injury shall continue to receive Employer-

paid insurance benefits for the employee, spouse and dependents for a total of thirty-six (36) consecutive months for any given illness or injury. [Same employer/employee payment sharing while participating in the Sick Bank, LTD or on workers compensation as when the employee is on active duty.]

Section 11. Death Benefit. Kalamazoo County shall provide health insurance continuation benefit for one (1) year to eligible survivors of law enforcement officer whose deaths were in the line of duty. A line-of-duty death is defined by the guidelines of the U.S. Justice Department for the purpose of line-of-duty death. The health insurance benefit will extend the level of coverage that was in place at the time of the death.

ARTICLE 37 – ON-THE-JOB INJURY/WORKERS’ COMPENSATION

Section 1: All employees shall be eligible for on-the-job injury or illness leaves in accordance with the provisions contained in the State’s Workers’ Compensation Statute provided the injury arose out of performance of duties and responsibilities directly related to the Sheriff’s Office.

- A. There shall be no deduction from sick leave credits for a period of fifty-two (52) weeks when an employee’s absence from work is necessitated because of an injury or illness arising out of or in the course of his/her employment by the Employers. During such fifty-two (52) week period the Employers will continue to compensate the employee for the differential for his/her regularly scheduled hours when coordinated with the workers’ compensation weekly wage-loss benefit paid by the Workers’ Compensation Administrator during the 52-week period. Such coordination will not decrease the pension contribution the Employer is obligated to make while paying the full normal salary during the first fifty-two (52) week period. Following said fifty-two (52) week period, employees who are still unable to return to work may elect to use their unused accumulated sick leave credits, comp time, vacation time, personal time or, if participating in the sick bank, sick bank credits to make up the difference between their workers compensation benefits and their regular pay. If an employee chooses to supplement his/her workers’ compensation benefits in this manner, he/she must

utilize his/her accruals in the following order: 1) sick leave; 2) comp time; 3) vacation time; and 4) personal time.

- B. An employee can only be on a workers' compensation leave of absence for a period of not more than thirty-six (36) consecutive months. Time used by the employee on Workers' Compensation shall not count or be deducted from the employee's Family and Medical Leave time.

Section 2: An employee may request that the Employers' liability for injury resulting from enforcement action taken during his/her off-duty time be determined in accordance with the statutory provisions covering Workers' Compensation.

OPERATIONS

ARTICLE 38 – WORK DAY AND WORK WEEK

Section 1: The “normal work day” shall be defined as an eight (8) hour day, except for those personnel within the Uniformed Services for whom the work day shall be defined as a ten (10) hour day. The “normal work week” shall be defined as forty (40) hours.

- A. Employees in the Criminal Investigation division will be allowed to work a ten (10) hour work day if mutually agreeable to the Sheriff and the Association.
- B. Employees in the Correction Division will be allowed to work a twelve (12) hour work day if mutually agreeable to the Sheriff and the Association.

ARTICLE 39 – MISCELLANEOUS

Section 1: All personnel assigned to other governmental units by contract with the Sheriff shall be protected by and subject to all provisions of the bargaining agreement.

Section 2: In the event that an employee is named as a party in civil litigation for acts within the capacity of his/her employment, whether on or off duty, the Employers agree to pay the costs of the employee's attorney fees and costs related to the litigation, subject to the following limitations:

- A. That in the event that more than one employee is named a party in the same litigation, the employees shall make every effort to employ the same attorney and/or firm to avoid duplicity of costs. It is understood that this provision shall not apply where there is a conflict of interest between the respective positions of the employees.
- B. That the employee(s) shall advise the Employers, through the Office of the Human Resources Director, of the fee arrangement in advance of hiring such attorney, but in no case shall the Employers deny reimbursement where such employee has arranged for reasonable attorney's fees.

Section 3: When a shift Sergeant is assigned to a special assignment, such as but not limited to Marine Division, that Sergeant's position will be backfilled with a Sergeant. Neither the assigned nor the backfilling Sergeant will acquire any right or title to the job seniority and the permanent classification to which he/she is assigned or for which he/she is backfilling.

Section 4: Other Agreements.

1. May 10, 1985 regarding Radio Section assignments.
2. July 29, 1985 Grievance resolution regarding overtime eligibility
3. April 8, 1988 Grievance resolution regarding association leave time usage.
4. June 22, 1988 Grievance resolution regarding using management for extraditions.
5. January 9, 1989 Grievance resolution regarding calculation of court overtime.
6. June 7, 1991 Grievance resolution regarding vacations with Jail and Transport on dayshift.
7. December 27, 1993 Grievance resolution regarding time change pay.
8. March 24, 1994 Grievance resolution regarding a procedure for time off (leave) requests.
9. March 13, 1997 Letter of Understanding on how to comply with an arbitrator's ruling on court standby overtime.
10. July 28, 1997 a Grievance resolution regarding use of sick leave to include the arbitrator's ruling dated November 15, 2002.

11. January 9, 2001 Unfair Labor Practice and Grievance resolution regarding donations to the sick bank upon retirement.
12. November 1, 2002 Letter of Agreement for an experimental program for 12 hour shifts.
13. July 16, 2003 Memorandum of Understanding regarding military leave pay and benefits.
14. May 3, 2004 Grievance resolution regarding Transport OIC pay.
15. July 27, 2006 Letter of Agreement responding to an arbitration award regarding leave time during workers' compensation qualification period.
16. February 2, 2007 Grievance resolution regarding use of association leave, updated May 17, 2010.

Section 5. Light Duty Assignments. The Sheriff has the discretion to select the position and shift within this bargaining unit to which an employee on a light duty assignment will be assigned. The employee will initially report to the Undersheriff for his/her assignment. While on the light duty assignment, the employee will receive his/her regular hourly pay rate plus any shift differential applicable to the light duty assignment shift.

**ARTICLE 40 – CORRECTIONS DEPUTIES AND DEPUTIES AND SERGEANTS
ASSIGNED TO THE CORRECTIONS DIVISION**

Section 1. This Article 40 shall be included in all future agreements. This article shall constitute a stand-alone agreement between the parties and shall not terminate or expire upon the expiration of this Agreement or any future agreement so long as deputies assigned to the road patrol duties are entitled to Act 312 arbitration or similar interest arbitration. The parties recognize that the provisions of this Article may contain non-mandatory subjects of bargaining and further recognize and agree that the provisions of this article are binding and not subject to termination or challenge by any party as all parties agree they have voluntarily bargained this Article and it remains valid so long as the deputies assigned to road patrol duties have Act 312 arbitration or similar interest arbitration. The parties further agree not to challenge this Article claiming it to be of indefinite term since it is of a stated term, i.e., so long as the deputies assigned to road patrol duties have Act 312 arbitration or similar interest arbitration. The County and the County Sheriff unqualifiedly waive their right to submit to Act 312 arbitration, fact finding or to unilaterally

implement any issue constituting a change or modification in this Article 40 so long as deputies assigned to road patrol duties have Act 312 arbitration or similar interest arbitration. However any one of the parties to this stand-alone agreement may make proposals to amend or change the provisions of this Article 40. There shall be no changes to this stand-alone agreement (i.e., Article 40) without the agreement of the Kalamazoo County Sheriff's Deputies Association and the Employers.

Section 2. On January 1, 2008 the Employers were required to maintain a minimum of fifty-eight (58) deputies paid at the F19 wage rate assigned to the Jail Division. Effective upon the execution of this collective bargaining agreement the Employers will be allowed to reduce the fifty-eight (58) required positions, by means of attrition only, i.e. employee vacancies in the fifty-eight (58) required positions occurring due to employees assigned to the Jail Division, resigning, termination or retiring, down to a minimum level of forty-five (45) deputies paid at the F19 wage rate assigned to and working in the Jail Division.

Section 3. when the minimum of forty-five (45) deputies, paid at the F19 wage rate is obtained in the Jail Division vacancies in the Deputy (F-19) classification assigned to and working in the Jail Division will first be filled by posting said vacancy on the appropriate bulletin boards throughout the Sheriff's Department for a period of fifteen (15) calendar days, during which time employees who hold the Deputy (F-19) classification may transfer into the Deputy (F-19) classification within the Jail Division. If no request for transfer is made, the vacancy shall next be filled by employees holding the Correction Deputy (F-17) classification, who are MCOLES certified or are certifiable, on the basis of seniority. If no Correction Deputies are MCOLES certified or MCOLES certifiable, the Employers may fill the vacancy from outside the bargaining unit.

Section 4. Corrections Deputies (F-17) will not be assigned to work outside the jail facility in non-corrections assignments (e.g. road patrol, transport and courts). Only Deputies (F-19) will be assigned to and work in the Transport Section of the Jail Division.

Section 5. The Kalamazoo County Sheriff's Deputies Association filed an unfair labor practice charge (MERC Case #C08-A-019) and the MERC has issued its decision and order in that case and said decision shall not be appealed by the County, the County Sheriff or the KCSDA. The

order issued, at paragraph #2, required the County and the County Sheriff to bargain with the KCSDA to obtain a procedure for binding interest arbitration governing the wages, hours and other terms and conditions of employment that will be applied to employees that work in the positions classified as Deputy (pay grade F19), Sergeant (pay grade F22), and Corrections Deputy (pay grade F17) assigned to the Corrections Division (also known as the Jail Division). The County and the Sheriff have bargained with the KCSDA and the parties have agreed employees that work in the position classifications of Deputy (pay grade F19), Sergeant (pay grade F22), and Corrections Deputy (pay grade F17) will receive the same percentage change in wages and any changes in hours and working conditions awarded by an Act 312 arbitration panel to employees who are qualified for Act 312 arbitration as a result of any Act 312 arbitration in the future.

Section 6. The County has challenged (in MERC Case #UE08-E016) the Act 312 coverage of employees in the Corrections Deputy (F17), the Deputy (F19) assigned to the Corrections (Jail) Division in the general jail assignment, the Court Security Deputy (F19) assignment, and the Deputy Transport (F19) assignment, the Sergeant (F22) assigned to the Corrections (Jail) Division as shift sergeants and the Sergeant (F22) assigned to the Corrections (Jail) Division as the Transport Sergeant. In addition, the County has challenged the Nurse (F20) employees. The proofs and briefs have been submitted. No decision has been rendered. The County, the County Sheriff and the KCSDA agree that the decision issued by the MERC in this case shall not be appealed. The County and the County Sheriff agree that should any one, some, or all of the position assignments, i.e. Deputy (19) jail assigned, court security deputy assigned or transport assigned or Sergeant (F22) assigned as shift sergeant or as transport sergeant be determined not to be qualified and eligible for Act 312 arbitration then these employees shall be covered by the binding interest arbitration procedure described in Section 5 above. If the MERC places any one or all of the position assignments in another bargaining unit these position assignments shall receive the same wages, hours and working conditions awarded by an Act 312 arbitration panel to employees who are qualified for Act 312 arbitration in this bargaining unit. If the MERC should determine that any one, some or all of these classifications and job assignments are qualified and eligible for Act 312 arbitration then said employees shall be qualified and eligible for Act 312. The decision issued by MERC on the Nurse (F20) employees shall be final.

APPENDIX A

Salary Schedule



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

SHERIFF'S SERGEANTS' ASSOCIATION

Effective date: 01/01/2016

Change %
2.25

Sergeant, Detective/Sergeant

F 22			Annual		Bi-Weekly		Hourly		1 1/2
	A	Base	54,080.00		2,080.00		26.00		39.00
	B	12 Mos	57,387.20		2,207.20		27.59		41.39
	C	24 Mos	60,715.20		2,335.20		29.19		43.79
	D	36 Mos	64,064.00		2,464.00		30.80		46.20
	E	48 Mos	67,371.20		2,591.20		32.39		48.59
	F	60 Mos	70,720.00		2,720.00		34.00		51.00
	G	72 Mos	74,027.20		2,847.20		35.59		53.39
	H	84 Mos	77,376.00		2,976.00		37.20		55.80

Polygraph Examiner, Sergeant-Lab

F 23			Annual		Bi-Weekly		Hourly		1 1/2
	A	Base	56,992.00		2,192.00		27.40		41.10
	B	12 Mos	60,507.20		2,327.20		29.09		43.64
	C	24 Mos	63,939.20		2,459.20		30.74		46.11
	D	36 Mos	67,371.20		2,591.20		32.39		48.59
	E	48 Mos	70,824.00		2,724.00		34.05		51.08
	F	60 Mos	74,276.80		2,856.80		35.71		53.57
	G	72 Mos	77,688.00		2,988.00		37.35		56.03
	H	84 Mos	81,140.80		3,120.80		39.01		58.52



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

SHERIFF'S SERGEANTS' ASSOCIATION

Effective date: 01/01/2016

Change %
2.25

Sergeant, Detective/Sergeant

NF22	A	Base	Annual		Bi-Weekly		Hourly		1 1/2
			Annual	Bi-Weekly	Hourly	1 1/2			
	B	12 Mos	51,646.40	1,986.40	24.83	37.25			
	C	24 Mos	54,641.60	2,101.60	26.27	39.41			
	D	36 Mos	57,657.60	2,217.60	27.72	41.58			
	E	48 Mos	60,632.00	2,332.00	29.15	43.73			
	F	60 Mos	63,648.00	2,448.00	30.60	45.90			
	G	72 Mos	66,622.40	2,562.40	32.03	48.05			
	H	84 Mos	69,638.40	2,678.40	33.48	50.22			

Polygraph Examiner, Sergeant-Lab

NF23	A	Base	Annual		Bi-Weekly		Hourly		1 1/2
			Annual	Bi-Weekly	Hourly	1 1/2			
	B	12 Mos	54,454.40	2,094.40	26.18	39.27			
	C	24 Mos	57,553.60	2,213.60	27.67	41.51			
	D	36 Mos	60,632.00	2,332.00	29.15	43.73			
	E	48 Mos	63,752.00	2,452.00	30.65	45.98			
	F	60 Mos	66,851.20	2,571.20	32.14	48.21			
	G	72 Mos	69,929.60	2,689.60	33.62	50.43			
	H	84 Mos	73,028.80	2,808.80	35.11	52.67			



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

SHERIFF'S SERGEANTS' ASSOCIATION

Effective date: 01/01/2017

Change %
2.0

Sergeant, Detective/Sergeant

F 22	A	Base	Annual	55,161.60	Bi-Weekly	2,121.60	Hourly	26.52	1 1/2	39.78
	B	12 Mos		58,531.20		2,251.20		28.14		42.21
	C	24 Mos		61,921.60		2,381.60		29.77		44.66
	D	36 Mos		65,353.60		2,513.60		31.42		47.13
	E	48 Mos		68,723.20		2,643.20		33.04		49.56
	F	60 Mos		72,134.40		2,774.40		34.68		52.02
	G	72 Mos		75,504.00		2,904.00		36.30		54.45
	H	84 Mos		78,915.20		3,035.20		37.94		56.91

Polygraph Examiner, Sergeant-Lab

F 23	A	Base	Annual	58,136.00	Bi-Weekly	2,236.00	Hourly	27.95	1 1/2	41.93
	B	12 Mos		61,713.60		2,373.60		29.67		44.51
	C	24 Mos		65,208.00		2,508.00		31.35		47.03
	D	36 Mos		68,723.20		2,643.20		33.04		49.56
	E	48 Mos		72,238.40		2,778.40		34.73		52.10
	F	60 Mos		75,753.60		2,913.60		36.42		54.63
	G	72 Mos		79,248.00		3,048.00		38.10		57.15
	H	84 Mos		82,763.20		3,183.20		39.79		59.69



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

SHERIFF'S SERGEANTS' ASSOCIATION

Effective date: 01/01/2017

Change %
2.0

Sergeant, Detective/Sergeant

NF22	A	Base	Annual		Bi-Weekly		Hourly		1 1/2
			Annual	Bi-Weekly	Hourly	1 1/2			
	B	12 Mos	52,686.40	2,026.40	25.33	38.00			
	C	24 Mos	55,723.20	2,143.20	26.79	40.19			
	D	36 Mos	58,822.40	2,262.40	28.28	42.42			
	E	48 Mos	61,859.20	2,379.20	29.74	44.61			
	F	60 Mos	64,916.80	2,496.80	31.21	46.82			
	G	72 Mos	67,953.60	2,613.60	32.67	49.01			
	H	84 Mos	71,032.00	2,732.00	34.15	51.23			

Polygraph Examiner, Sergeant-Lab

NF23	A	Base	Annual		Bi-Weekly		Hourly		1 1/2
			Annual	Bi-Weekly	Hourly	1 1/2			
	B	12 Mos	55,536.00	2,136.00	26.70	40.05			
	C	24 Mos	58,697.60	2,257.60	28.22	42.33			
	D	36 Mos	61,859.20	2,379.20	29.74	44.61			
	E	48 Mos	65,020.80	2,500.80	31.26	46.89			
	F	60 Mos	68,182.40	2,622.40	32.78	49.17			
	G	72 Mos	71,323.20	2,743.20	34.29	51.44			
	H	84 Mos	74,484.80	2,864.80	35.81	53.72			



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

SHERIFF'S SERGEANTS' ASSOCIATION

Effective date: 01/01/2018

Change %
1.75

Sergeant, Detective/Sergeant

F 22	A	Base	Annual		Bi-Weekly		Hourly		1 1/2	
			Annual	Bi-Weekly	Hourly	1 1/2				
	B	12 Mos	59,550.40	2,290.40	28.63	42.95				
	C	24 Mos	63,003.20	2,423.20	30.29	45.44				
	D	36 Mos	66,497.60	2,557.60	31.97	47.96				
	E	48 Mos	69,929.60	2,689.60	33.62	50.43				
	F	60 Mos	73,403.20	2,823.20	35.29	52.94				
	G	72 Mos	76,835.20	2,955.20	36.94	55.41				
	H	84 Mos	80,288.00	3,088.00	38.60	57.90				

Polygraph Examiner, Sergeant-Lab

F 23	A	Base	Annual		Bi-Weekly		Hourly		1 1/2	
			Annual	Bi-Weekly	Hourly	1 1/2				
	B	12 Mos	62,795.20	2,415.20	30.19	45.29				
	C	24 Mos	66,352.00	2,552.00	31.90	47.85				
	D	36 Mos	69,929.60	2,689.60	33.62	50.43				
	E	48 Mos	73,507.20	2,827.20	35.34	53.01				
	F	60 Mos	77,084.80	2,964.80	37.06	55.59				
	G	72 Mos	80,641.60	3,101.60	38.77	58.16				
	H	84 Mos	84,219.20	3,239.20	40.49	60.74				



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

SHERIFF'S SERGEANTS' ASSOCIATION

Effective date: 01/01/2018

Change %
1.75

Sergeant, Detective/Sergeant

NF22	A	Base	Annual	Bi-Weekly		Hourly		1 1/2	
	B	12 Mos	53,601.60	2,061.60		25.77			38.66
	C	24 Mos	56,700.80	2,180.80		27.26			40.89
	D	36 Mos	59,841.60	2,301.60		28.77			43.16
	E	48 Mos	62,940.80	2,420.80		30.26			45.39
	F	60 Mos	66,060.80	2,540.80		31.76			47.64
	G	72 Mos	69,160.00	2,660.00		33.25			49.88
	H	84 Mos	72,259.20	2,779.20		34.74			52.11

Polygraph Examiner, Sergeant-Lab

NF23	A	Base	Annual	Bi-Weekly		Hourly		1 1/2	
	B	12 Mos	56,513.60	2,173.60		27.17			40.76
	C	24 Mos	59,716.80	2,296.80		28.71			43.07
	D	36 Mos	62,940.80	2,420.80		30.26			45.39
	E	48 Mos	66,164.80	2,544.80		31.81			47.72
	F	60 Mos	69,368.00	2,668.00		33.35			50.03
	G	72 Mos	72,571.20	2,791.20		34.89			52.34
	H	84 Mos	75,795.20	2,915.20		36.44			54.66

Appendix B
Sergeant Seniority List

<u>Date</u>	<u>Sgt. Promotion Date</u>	<u>Det/Sgt Promotion</u>
1. Sgt. Roger Williams	01-17-98	
2. Sgt. Ward Lawrence	01-10-98	
3. Sgt. Don McGehee	08-24-96	04-08-2000*
4. Sgt. Larry Downey	02-01-96	10-10-1988*
5. Sgt. Dan Chandler	10-04-97	
6. Sgt. Todd Meyers	03-04-00	
7. Sgt. Jim Sandlin	05-18-02	
8. Sgt. Jim Dunlop	09-21-02	02-22-2003/Lab*
9. Sgt. Dave Johnson	04-05-03	10-16-2010*
10. Sgt. George Beuckelaere	06-07-08	
11. Sgt. Mike DeNoon	03-17-09	01-18-2011*
12. Sgt. Al Doorlag	06-01-10	
13. Sgt. JuVon Johnson	10-16-10	
14. Sgt. Heather Mitcavish	11-20-10	
15. Sgt. Craig Schmaltz	07-18-11	
16. Sgt. Logan Bishop	05-16-12	
17. Sgt. Bob Schreiner	12-21-12	
18. Sgt. Jim Harrison	04-06-13	
19. Sgt. Steve Beers	10-05-13	
20. Sgt. Mike Dziejcz	10-07-13	
21. Sgt. Rich Mattison	06-11-15	07-22-95**
22. Sgt. Bill Sparrow	06-11-15	03-07-98**
23. Sgt. Jeff Baker	06-11-15	06-07-08**
24. Sgt. Jim VanZile	06-11-15	04-09-11**

*Have seniority dates for both Sgt and D/Sgt or Lab Sgt

**Have never held position of Sergeant, however maintain CID seniority

APPENDIX C - RETIREE HEALTH INSURANCE

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

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

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

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

D. (1) **Retiree Health Care Plan Coverage.** Employees who, on or after January 1, 2008, retire from employment after meeting the requirements specified in paragraph A, B, or C above (and eligible dependents), shall receive a retiree health care plan prior to Medicare eligibility the same as provided at the time of retirement (including co-pays and deductibles contained in the insurance policy). The retiree health care plan after Medicare eligibility will be supplemental insurance coverage which brings insurance coverage to the same level of benefits at the time of retirement including prescription drug coverage with the retiree required to obtain Medicare Part A and B, and will be the same Medicare Supplemental Plan available to bargaining unit employees. Spouses of retirees are required to shift to this coverage when Medicare eligible if the spouse is receiving medical and prescription drug coverage from the County plan.

(2) **Pre-65 Retiree Contribution to Retiree Insurance Costs.** Retirees are required to pay the same premium contribution as required of active employees with single or two person coverage (the "Retiree Direct Contribution") as the premium contribution for active employees may be changed from time to time through the collective bargaining process, but will not be required to pay more than 150% of the amount they were paying at the time they retired. Retirees will be required to pay the entire cost for other dependent coverage. Employees hired on or after September 17, 2013 are limited to payment of retiree costs and pay 100% for all spouse and dependents.

(3) **Post-65 Retiree Contribution to Retiree Insurance Costs.** County provides supplemental coverage for retiree and spouse. Retirees are required to pay the same percentage amount of premium contribution for the supplemental coverage as required of active employees participating in the active employee health care plan with single or two-person coverage (the "Retiree Direct Contribution"), as the premium contribution for active employees may be changed from time to time through the collective bargaining process, but will not be required to pay more than 150% of the amount they were paying at the time they retired. Employees hired on or after September 17, 2013 will not receive paid supplemental coverage for their spouse and dependents.

(4) **County Contribution to Retiree Insurance Costs.** The County will make a contribution towards the percentage portion of the cost for single coverage and the coverage for spousal coverage not covered by the Retiree Direct Contribution (the "County Contribution") based upon the number of complete years of service the retiree had with the County as of their date of retirement. The minimum eligibility for any County Contribution towards retiree health insurance costs is 8 years of County employment, with the amount the County will contribute increasing by each additional complete year of county employment in accordance with the following:

- 8 years of service 32%
- 9 years of service 36%
- 10 years of service 40%
- 11 years of service 44%
- 12 years of service 48%
- 13 years of service 52%

14 years of service 56%
15 years of service 60%
16 years of service 64%
17 years of service 68%
18 years of service 72%
19 years of service 76%
20 years of service 80%
21 years of service 84%
22 years of service 88%
23 years of service 92%
24 years of service 96%
25 years of service 100%

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

- E. A unit member who retires from County service under either of the eligibility standards as set forth in the first paragraph of this Appendix will have the option of continued dental and vision insurance coverage through the group plan available to Kalamazoo County retirees. In order to continue such coverage, the retired unit member must pay to the County of Kalamazoo one hundred percent (100%) of the cost of the premiums for said dental and vision insurance programs on the same schedule of payments which applies to other County retirees.
- F. **Employees Who Retire Prior to 9-30-2010.** These employees retire with the level of health and prescription drug insurance benefits that were in effect for bargaining unit employees as of January 1, 2009 and the health and prescription drug coverage shall remain unchanged from that in effect as of January 1, 2009. The retiree health care coverage for these employees will include coverage for the retiree and their spouse and dependents, if any. The retiree shall contribute 5% percent of the applicable monthly premium for this retiree health care insurance. The percentage contribution by the retiree towards the premium shall remain unchanged after his/her retirement and the amount paid towards the cost of this insurance may increase in proportion to the increases in the underlying insurance, but the retiree will not be required to pay more than 150% of the amount they were paying on 1/1/2009. Incentive payment of one (1) year longevity payment into the employee's 457 plan account shall be made by the Employer on the first payroll period following retirement. Employees must elect to retire by 6-30-2010 and retire by 9-30-2010.
- G. **Employees Hired on or after September 17, 2013.** Notwithstanding any other provision of this Appendix, these employees will only be eligible for retiree health insurance benefits for the employee-retiree, and not for a spouse or other dependents.

APPENDIX D - SICK BANK

It has been agreed by the parties that a "Sick Bank" shall be established to provide available sick leave to employees. All new employees hired after January 1, 1990 shall be required to contribute the first two (2) days of their sick leave accumulation to the Sick Bank and they shall be required, as a condition of employment, to remain a part of the Sick Bank program. Employees hired before January 1, 1990 and who are not members of the Sick Bank program will be given until December 31, 1991 to join the Sick Leave Bank program by making the required contribution to said program. If said employees do not join by March 1, 1990, they shall not be allowed to join at a future date. Employees hired prior to January 1, 1990 who are members as of said date must, as a condition of employment, remain members of the Sick Bank program.

Only members of the Kalamazoo Sheriff's Deputies Association, the Kalamazoo County Sheriff's Sergeants' Association and employees holding the rank of Lieutenant or Captain shall be allowed to participate in the Sick Bank program. The Sick Leave Bank may be used by participating eligible employees, subject to the rules and regulations established by the Sick Bank Committee, once said employee has exhausted all his/her accumulated sick leave, vacation, and personal leave days for any reason which sick leave may be granted according to the terms of this agreement and as a supplement to Workers' Compensation for duty related injuries.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee composed of three (3) members selected by the Kalamazoo Sheriff's Deputies Association, one (1) member selected by the Kalamazoo Sheriff's Sergeants' Association and two (2) members selected by the Sheriff. The rules of Sick Bank participation and usage shall be established by the committee and shall not be in conflict with this contract. If, after the initial two (2) day contribution, the committee deems it necessary to obtain additional contributions from members, it may so require and the members shall contribute the required days from their accumulated sick leave or vacation.

The Sick Bank Committee shall have the right to require any member of the Sick Bank to provide such medical records as the Committee deems necessary to substantiate the usage of Sick Bank. In addition, if a given Sick Bank usage is determined to be work related by the

County or the Workers' Compensation Bureau, the County shall return the appropriate sick hours to the Sick Bank program. In addition, the committee shall have the right to reduce Sick Bank usage for an employee who is receiving income from other employment while on sick leave.

The use of Sick Bank time shall be subject to a preliminary disqualification period as follows:

- (a) For non on-the-job injury or illness, a member shall not be able to use Sick Bank time until such time as they have missed eighty (80) working hours. This means that they use their own accumulated sick, vacation and personal leave time for the first eighty (80) hours, or if they do not have accumulated sick, vacation or personal leave time, they will be granted leave without pay. Before a Sick Bank member can utilize the Sick Bank, the member must use all of his/her sick time, vacation time and personal leave time.
- (b) If a member incurs an on-the-job injury as determined by the County or the Workers' Compensation Bureau, then the member shall not be eligible to participate in the Sick Bank until he/she exhausts the 52 week employer supplement and exhausts the vacation time, personal leave time and sick leave time.
- (c) Sick Bank members using the Sick Bank upon return to work shall repay the Sick Bank back at the rate of two (2) hours vacation and one (1) hour sick time per pay period until fifty (50%) percent of utilized Sick Bank time has been repaid. All sick time, vacation time, and personal leave time earned while on Sick Bank shall be credited to the Sick Bank program.

A member of the Sick Bank program desiring to use Sick Bank time shall submit a request in writing to the Sick Bank Program Advisory Committee. Said request shall be accompanied by a statement from the member's doctor outlining the following:

- (a) The nature of the condition affecting the member.
- (b) The possibility of assignment to light duty.

- (c) A specific recommendation as to the member's ability to work.
- (d) An approximate duration of the time off required by the member's condition.
- (e) This information will only be used for verification of Sick Leave Bank utilization.

The request for the use of Sick Bank time and the doctor's statement shall be submitted prior to the actual use of Sick Bank time.

It has been specifically agreed by the parties that the Sick Leave Bank will only be available for illness, injury or disability for a total period of six (6) months for any one illness, accident or disability even if the employee returns to work and later resumes leave for the same illness, accident or disability or complications or re-occurrence thereof. The total Sick Bank usage cannot exceed six (6) months following utilization of the employee's personal sick leave accumulation, vacation and personal leave time. Following utilization of total accumulation and use of Sick Leave Bank for a total of six (6) months, as controlled by the rules of this program, the disabled employee will be eligible for participation in the Long Term Disability Plan as set forth in this Agreement.

Any illness or injury involving the use of approved Sick Bank time which exceeds thirty (30) days shall require a second statement from the member's doctor indicating the four (4) items listed above. Each thirty (30) day interval, or fraction thereof, thereafter the member shall submit a request for Sick Bank usage with a doctor's statement indicating the four (4) items listed above.

Information regarding individual and collective sick bank contributions, withdrawals and balances will be maintained and regularly shared by the parties and will also be shared upon request of either party. The parties will also share with each other information about who is using the sick bank and the reason for such usage.

APPENDIX E

KALAMAZOO COUNTY HEALTH PLAN – ACTIVE EMPLOYEES

Active KCSO Employees Health Plan Design, with Prescription & Hearing Benefits-at-a-Glance Kalamazoo County Government

In-Network

Out-of-Network

Deductible, Copays, Coinsurance and Dollar Maximums

Deductible - per calendar year	\$250- individual \$500- two person \$750 - family	\$750 – individual \$1,500- two person \$2,250- family
Copays •Fixed Dollar Copays	No Copay	No Copay
Coinsurance • Percent Coinsurance	20% up to a maximum of : \$500- individual \$1,000- two person \$1,500- family	40% Note: Services without a network are covered at the in-network level.
Lifetime Maximum	Unlimited	

Preventive Services

Health Maintenance Exam - one per calendar year	Covered - 100%	Covered - 60% after deductible
Routine Physical Related Test - X-Rays, EKG and lab procedures performed as part of the health maintenance exam	Covered - 100%	Covered - 60% after deductible
Annual Gynecological Exam – two per calendar year, in addition to health maintenance exam	Covered - 100%	Covered - 60% after deductible
Pap Smear Screening - one per calendar year	Covered - 100%	Covered - 60% after deductible
Mammography Screening - one per calendar year, no age restrictions	Covered - 100%	Covered - 60% after deductible
Contraceptives Methods and Counseling	Covered - 100%	Covered - 60% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year	Covered - 100%	Covered - 60% after deductible
Endoscopic Exams - one per calendar year	Covered - 100%	Covered - 60% after deductible
Well Child Care • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.	Covered - 100%	Covered - 60% after deductible
Immunizations -	Covered - 100%	Covered - 60% after deductible

Physician Office Services

Office Visits	Covered - 80% after deductible	Covered - 60% after deductible
Office Consultation	Covered - 80% after deductible	Covered - 60% after deductible
Pre-Surgical Consultation	Covered - 80% after deductible	Covered - 60% after deductible

Emergency Medical Care

Hospital Emergency Room Qualified medical emergency	Covered - 80% after deductible	Covered - 80% after deductible
Non-Emergency use of the Emergency Room	Not Covered	Not Covered
Urgent Care Services	Covered - 80% after deductible	Covered - 60% after deductible
Ambulance Services - Medically Necessary Transport	Covered - 80% after deductible	Covered - 80% after deductible

Diagnostic and Therapeutic Services

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

Maternity Services Provided by a Physician

Prenatal and Postnatal Care Visits	Covered - 100%	Covered - 60% after deductible
Delivery and Nursery Care	Covered - 80% after deductible	Covered - 60% after deductible

Hospital Care

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

Alternatives to Hospital Care

Hospice Care Unlimited	Covered - 80% after deductible	Covered - 60% after deductible
Home Health Care Limited to 120 visits per calendar year	Covered - 80% after deductible	Covered - 60% after deductible
Skilled Nursing Limited to a maximum of 120 days per calendar year	Covered - 80% after deductible	Covered - 60% after deductible

Surgical Services

Surgery (includes related surgical services)	Covered - 80% after deductible	Covered - 60% after deductible
Sterilization – males only excludes reversal sterilization	Covered - 80% after deductible	Covered - 60% after deductible
Sterilization – females only excludes reversal sterilization	Covered - 100%	Covered - 60% after deductible

Human Organ Transplants

Specified Organ Transplants in designated facilities only, when coordinated through BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100%	Not covered except in designated facilities
Kidney, Cornea, Bone Marrow and Skin	Covered - 80% after deductible	Covered - 60% after deductible

Behavioral Health and Substance Abuse Services

Inpatient Behavioral Health and Substance Abuse Care	Covered - 80% after deductible	Covered - 60% after deductible
Outpatient Behavioral Health and Substance Abuse Care	Covered - 80% after deductible	Covered - 60% after deductible

Other Services

Cardiac Rehabilitation	Covered - 80% after deductible	Covered - 60% after deductible
Chiropractic Services 12 visit maximum per benefit period	Covered - 80% after deductible	Covered - 60% after deductible
Durable Medical Equipment	Covered - 80% after deductible	Covered - 60% after deductible
Prosthetic and Orthotic Devices	Covered - 80% after deductible	Covered - 60% after deductible
Private Duty Nursing	Covered - 80% after deductible	Covered - 60% after deductible
Allergy Therapy and Testing	Covered - 80% after deductible	Covered - 60% after deductible

Therapy Services

Physical, Occupational and Speech Therapy Limited to 60 visits combined	Covered - 80% after deductible	Covered - 60% after deductible
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Note: The following services require preapproval: Inpatient Care, select Radiology and Diagnostic Services, Inpatient Behavioral Health Care and Substance Abuse Treatment, and Skilled Nursing.

Hearing

To be payable, hearing care benefits must be received from a participating provider and in the order listed.

Frequency Limitation	Once every 36 months
Audiometric Exam	Covered -100%
Hearing Aid Evaluation	Covered -100%
Hearing Aid	Covered -100%
Hearing Aid Conformity Test	Covered -100%

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on approved amount, less any applicable deductible and/or copay. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control. Your employer is financially responsible for claims.

Prescription Drugs

Your prescription drug copays, including mail order copays, may be subject to the same annual out-of-pocket maximum required under your medical coverage.

Retail- 30 day supply	<p>\$10 copay for generic drugs \$40 copay for brand name drugs</p> <p>Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay.</p>
90 day supply- (Mail Order and Retail)	<p>\$20 copay for generic drugs \$80 copay for brand name drugs</p>
Specialty Drugs – 30 day supply Retail and Mail Order:	<p>\$10 copay - Generic drugs \$40 copay - Brand name drugs</p> <p>Members are restricted to a 30 day supply at both retail and mail order and certain specialty drugs are limited to only a 15 day supply for each fill.</p>
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the PPACA	Covered - 100%
Oral and Injectable Contraceptive	Covered 100% for generic drugs/ brand name drugs subject to applicable copay.
Additional Services Smoking Cessation Drugs Weight Loss Drugs Impotency Drugs Infertility Drugs	<p>Covered Covered Covered Covered</p>
Diabetic Supplies	<p>Includes: Needles/Syringes - Covered at 100% if an injectable prescription drug was filled within the last 120 days under the BCBSM Rx benefit Test Strips - \$10 copay at retail; \$20 copay mail order Lancets - \$10 copay at retail; \$20 copay mail order</p>

Features of your prescription drug plan

Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. Step Therapy, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at bcbsm.com/pharmacy.</p>
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This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control. BCBSM provides administrative claims services only. Your employer is financially responsible for claims.

Active KCSO Employees Dental Plan Design Kalamazoo County Government

Class I Services

Periodic Oral Exams	Covered – 100%, twice per calendar year
Prophylaxis (Teeth Cleaning)	Covered – 100%, twice per calendar year
Bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 100%, once every 60 months
Fluoride Treatment	Covered – 100%, twice per calendar year
Space Maintainers	Covered – 100%, once per quadrant per lifetime, up to and including age 19
Palliative Emergency Treatment	Covered – 100%
Pit and fissure sealants	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars, up to and including age 19
Adjunctive pre-diagnostic test	Covered – 100%, once per calendar year

Class II Services

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

Class III Services

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

Class IV Services –Orthodontic services for dependents under age 19

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

Benefit Period, Copays and Dollar Maximums

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

Active KCSO Employees Vision Plan Design Kalamazoo County Government

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

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

Eye exam

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

Lenses and frames

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

Contact lenses

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	Covered – \$10 copay	Reimbursement up to predetermined amount based on lens type after copay (member responsible for any difference)
	One pair of contact lenses in any period of 12 months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – \$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 12 months	

APPENDIX F

PRE & POST MEDICARE RETIREES HEALTH PLAN

Pre & Post-Medicare KCSO Retirees Health Plan Design, with Prescription & Hearing Benefits-at-a-Glance Kalamazoo County Government

In-Network**Out-of-Network****Deductible, Copays, Coinsurance and Dollar Maximums**

Deductible - per calendar year	\$250- individual \$500- two person \$750 – family	\$750 – individual \$1,500- two person \$2,250- family
Copays •Fixed Dollar Copays	No Copay	No Copay
Coinsurance • Percent Coinsurance	20% up to a maximum of : \$500 per member \$1,000- two person \$1,500- family	40% Note: Services without a network are covered at the in-network level.
Lifetime Maximum	Unlimited	

Preventive Services

Health Maintenance Exam - one per calendar year	Covered - 100%	Covered - 60% after deductible
Routine Physical Related Test - X-Rays, EKG and lab procedures performed as part of the health maintenance exam	Covered - 100%	Covered - 60% after deductible
Annual Gynecological Exam – two per calendar year, in addition to health maintenance exam	Covered - 100%	Covered - 60% after deductible
Pap Smear Screening - one per calendar year	Covered - 100%	Covered - 60% after deductible
Mammography Screening - one per calendar year, no age restrictions	Covered - 100%	Covered - 60% after deductible
Contraceptives Methods and Counseling	Covered - 100%	Covered - 60% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year	Covered - 100%	Covered - 60% after deductible
Endoscopic Exams - one per calendar year	Covered - 100%	Covered - 60% after deductible
Well Child Care • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.	Covered - 100%	Covered - 60% after deductible
Immunizations -	Covered - 100%	Covered - 60% after deductible

Physician Office Services

Office Visits	Covered - 80% after deductible	Covered - 60% after deductible
Office Consultation	Covered - 80% after deductible	Covered - 60% after deductible
Pre-Surgical Consultation	Covered - 80% after deductible	Covered - 60% after deductible

In-Network**Out-of-Network****Emergency Medical Care**

Hospital Emergency Room Qualified medical emergency	Covered - 80% after deductible	Covered - 80% after deductible
Non-Emergency use of the Emergency Room	Not Covered	Not Covered
Urgent Care Services	Covered - 80% after deductible	Covered - 60% after deductible
Ambulance Services - Medically Necessary Transport	Covered - 80% after deductible	Covered - 80% after deductible

Diagnostic and Therapeutic Services

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

Maternity Services Provided by a Physician

Prenatal and Postnatal Care Visits	Covered – 100%	Covered - 60% after deductible
Delivery and Nursery Care	Covered - 80% after deductible	Covered - 60% after deductible

Hospital Care

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

Alternatives to Hospital Care

Hospice Care Unlimited	Covered - 80% after deductible	Covered - 60% after deductible
Home Health Care Limited to 120 visits per calendar year	Covered - 80% after deductible	Covered - 60% after deductible
Skilled Nursing Limited to a maximum of 120 days per calendar year	Covered - 80% after deductible	Covered - 60% after deductible

Surgical Services

Surgery (includes related surgical services)	Covered - 80% after deductible	Covered - 60% after deductible
Sterilization – males only excludes reversal sterilization	Covered - 80% after deductible	Covered - 60% after deductible
Sterilization – females only excludes reversal sterilization	Covered - 100%	Covered - 60% after deductible

Human Organ Transplants

Specified Organ Transplants in designated facilities only, when coordinated through BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100%	Not covered except in designated facilities
Kidney, Cornea, Bone Marrow and Skin	Covered - 80% after deductible	Covered - 60% after deductible

Behavioral Health and Substance Abuse Services

Inpatient Behavioral Health and Substance Abuse Care	Covered - 80% after deductible	Covered - 60% after deductible
Outpatient Behavioral Health and Substance Abuse Care	Covered - 80% after deductible	Covered - 60% after deductible

Other Services

Cardiac Rehabilitation	Covered - 80% after deductible	Covered - 60% after deductible
Chiropractic Services 12 visit maximum per benefit period	Covered - 80% after deductible	Covered - 60% after deductible
Durable Medical Equipment	Covered - 80% after deductible	Covered - 60% after deductible
Prosthetic and Orthotic Devices	Covered - 80% after deductible	Covered - 60% after deductible
Private Duty Nursing	Covered - 80% after deductible	Covered - 60% after deductible
Allergy Therapy and Testing	Covered - 80% after deductible	Covered - 60% after deductible

Therapy Services

Physical, Occupational and Speech Therapy Limited to 60 visits combined	Covered - 80% after deductible	Covered - 60% after deductible
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Note: The following services require preapproval: Inpatient Care, select Radiology and Diagnostic Services, Inpatient Behavioral Health Care and Substance Abuse Treatment, and Skilled Nursing.

Hearing

To be payable, hearing care benefits must be received from a participating provider and in the order listed.

Frequency Limitation	Once every 36 months
Audiometric Exam	Covered -100%
Hearing Aid Evaluation	Covered -100%
Hearing Aid	Covered -100%
Hearing Aid Conformity Test	Covered -100%

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Prescription Drugs

Your prescription drug copays, including mail order copays, may be subject to the same annual out-of-pocket maximum required under your medical coverage.

Retail- 30 day supply	<p>\$10 copay for generic drugs \$40 copay for brand name drugs</p> <p>Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member’s copay.</p>
90 day supply- (Mail Order and Retail)	<p>\$20 copay for generic drugs \$80 copay for brand name drugs</p>
Specialty Drugs – 30 day supply Retail and Mail Order	<p>\$10 copay - Generic drugs \$40 copay - Brand name drugs</p> <p>Members are restricted to a 30 day supply at both retail and mail order and certain specialty drugs are limited to only a 15 day supply for each fill.</p>
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the PPACA	Covered - 100%
Oral and Injectable Contraceptive	Covered 100% for generic drugs/ brand name drugs subject to applicable copay.
Additional Services Smoking Cessation Drugs Weight Loss Drugs Impotency Drugs Infertility Drugs	Covered Covered Covered Covered
Diabetic Supplies	<p>Includes: Needles/Syringes - Covered at 100% if an injectable prescription drug was filled within the last 120 days under the BCBSM Rx benefit Test Strips - \$10 copay at retail; \$20 copay mail order Lancets - \$10 copay at retail; \$20 copay mail order</p>

Features of your prescription drug plan

Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. Step Therapy, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at bcbsm.com/pharmacy.</p>
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KCSO Retiree Dental Plan Design

Class I Services

Periodic Oral Exams	Covered - 50%, twice per calendar year
Prophylaxis (Teeth Cleaning)	Covered - 50%, twice per calendar year
Bitewing X-Rays	Covered - 50%, twice per calendar year
Full-mouth and Panoramic X-Rays	Covered - 50%, once every 36 months
Fluoride Treatment	Covered - 50%, twice per calendar year, no age restrictions
Space Maintainers	Covered - 50%, once per quadrant per lifetime, through age 19
Palliative Emergency Treatment	Covered - 50%
Sealants	Not Covered
Adjunctive pre-diagnostic test	Covered - 50%, once per calendar year

Class II Services

Fillings - permanent teeth	Covered - 50%, once every 24 months
Fillings - primary teeth	Covered - 50%, once every 12 months
Inlays, Onlays and Crowns - permanent teeth	Covered - 50%, once every 60 months, payable for members age 12 and older
Recementing of Crowns, Inlays, Onlays and Bridges	Covered - 50%, three per calendar year
Root Canal Therapy	Covered - 50%, once per tooth per lifetime
Periodontal Scaling and Planing	Covered - 50%, once every 24 months, per quadrant
Occlusal Adjustment	Covered - 50%, up to five times in a 60-month period
Occlusal Guards/Biteguards	Covered - 50%, once every 12 months
General Anesthesia or IV Sedation	Covered - 50%, when medically necessary and with oral or dental surgery
Oral Surgery including extractions	Covered - 50%
Relining or Rebasement of Partials or Dentures	Covered - 50%, once every 36 months per arch
Tissuing Conditioning	Covered - 50%, once every 36 months per arch
Repair to Existing Partials or Dentures	Covered - 50%

Class III Services

Removal Dentures - Complete and Partials	Covered - 50%, once every 60 months
Fixed Bridges	Covered - 50%, once every 60 months for members age 16 and older
Implants	Covered - 50%

Class IV Services – Orthodontic services for dependents

Habit Breaking Appliances	Not Covered
Minor Tooth Guidance Appliances	Not Covered
Full Banding Treatment	Not Covered

Benefit Period, Copays and Dollar Maximums

Benefit Period	Calendar Year
Deductible	No Deductible
Member Coinsurance	Covered 50% for Class I services, Covered 50% for Class II services, Covered 50% for Class III services
Dollar Maximums - Annual Maximum	\$1000 per member for covered Class I, II, & III services
• Lifetime Orthodontic Maximum	Not Applicable

KCSO Retiree Vision Plan Design

	Network Provider	Out-of-Network Provider
Eye exams		
Covers a complete eye exam by an ophthalmologist or optometrists. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered - \$5 copayment	Covered - reimbursement up to \$35 reimbursement up to \$35, less a \$5 copay (member responsible for any difference)
	once every 24 consecutive months	
Eyeglass Frames		
Covers standard eyeglass frames. A wide selection of quality frames is fully covered by VSP up to the frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.	Covered - \$10 copayment one copay applies to both lenses and frames	Covered - reimbursement up to predetermined amount based on lens type after copay based on lens type after \$10 copay (member responsible for any difference)
	once every 24 consecutive months lenses - one pair of lenses, with or without frames in any period of 24 months. frames - one frame every 24 months	
Eyeglass Lenses		
Single vision, bifocal, trifocal or lenticular lenses in glass or plastic. Note: Additional pairs of prescription glasses and non-covered lens options are discounted when purchased from a VSP provider.	Covered - \$10 copayment one copay applies to both lenses and frames (one copay applies to both lenses and frames)	Covered - reimbursement up to predetermined amount based on lens type after copay based on lens type after \$10 copay (member responsible for any difference)
	lenses - one pair of lenses, with or without frames in any period of 24 months. frames - one frame every 24 months	
Contact Lenses: Members may obtain either eyeglasses or contact lenses, but not both.		
Elective contact lenses (prescribed, but not medically necessary) may be chosen instead of spectacle lenses and a frame.	Covered - \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance) applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance).	Covered - \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance) applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding allowance)
	once every 24 consecutive months	
Therapeutic contact lenses (medically necessary)	Covered - \$10 copayment	Covered - Reimbursement up to predetermined amount based on lens type after copay (member responsible for any difference)
	once every 24 consecutive months	
Copays/Coinsurance		
• Eye exam	\$5 copayment	reimbursement up to \$35, less a \$5 copay (member responsible for any difference) applies to charge
• Frames and/or lenses or medically necessary contact lenses	A combined \$10 copayment	Member responsible for difference between approved amount and provider's charge, less a reimbursement up to predetermined amount based on lens type after copay based on lens type after \$10 copay (member responsible for any difference)