

**MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
EMPLOYMENT RELATIONS COMMISSION
BUREAU OF EMPLOYMENT RELATIONS**

TECHNICAL, PROFESSIONAL &
OFFICEWORKERS ASSOCIATION OF
MICHIGAN,

Petitioner/Union,

and

Case No: 23-J-1701-CB

COUNTY OF KENT, 17th JUDICIAL CIRCUIT
COURT, PROBATE COURT FOR THE COUNTY
OF KENT, 63RD DISTRICT COURT,

Respondents/Employer.

Tentative Agreements (Fact Finding)

The Parties have reached the tentative agreements set forth below. Unless the parties have specifically agreed to modify a term of the Collective Bargaining Agreement (CBA) it will remain unchanged. It is understood and agreed that this tentative agreement is subject to ratification by the unit membership and the Kent County Board of Commissioners.

1. NEW Section 11.12 – Paid Parental Leave

Add a new section that reads as follows:

Employees shall be entitled to up to eighty (80) hours of paid parental leave for the birth or adoption of a child or multiple children during the same birth or placement, which takes place on or after the date of complete ratification of this Agreement in accordance with the following provisions.

1. To receive paid parental leave:
 - a. The employee must be eligible to use FMLA leave for the birth or adoption of a child, and must apply for and be approved for FMLA by the County's FMLA claims administrator; or
 - b. If the employee is not eligible or approved to use FMLA leave for the birth or adoption, the employee must receive written approval from their supervisor;
2. The leave must be used consecutively within the first 6 months following the birth or placement of adoption.

3. The leave may not be used (1) intermittently or (2) to supplement any other benefit or form of leave that provides partial income replacement.
4. If the employee is eligible and approved for FMLA, the leave will run concurrently with FMLA.
5. If both parents work for the County, each parent shall be entitled to up to eighty (80) hours of paid parental leave for the birth or adoption.
6. This leave shall be used to meet 80 hours of the Employer's obligation under any statute compelling the Employer to provide an employee with paid leave for reasons covered by this Paid Parental Leave benefit.

2. Section 11.6 – Bereavement Leave

Modify subsection (a) as follows in order to provide employees with paid bereavement leave for the death of a child for whom the employee was the legal guardian:

- (a) Spouse, children, father, mother, sister, brother, minor stepchild and any child the employee is legal guardian of (employee must provide documentation of legal guardianship): five (5) consecutive days.

3. Section 12.1 –Vacation

For employees hired prior to July 1, 2016:

- No change for full time employees
- Part time employees will earn vacation in accordance with the 29-hour schedule in Section 12.1(b) in current CBA; and delete the other two part-time vacation charts for part-time employees.

For employees hired on or after July 1, 2016:

- Full time employees will receive 80 hours (rather than 96 hours) during the first 3 years of employment.
- Part-time employees will receive 58 hours (rather than 69 hours and 36 minutes) during the first 3 years of employment
- Part time employees will earn vacation in accordance with the 29-hour schedule in Section 12.1(b) in current CBA; and delete the other two part time vacation charts for part-time employees.

4. Sections 13.7 –Paid Time Off

Modify as follows:

Section 13.7. Paid Time Off.

- a) All full-time employees covered by this Agreement who were hired before July 1, 2016 and who have completed their probationary period shall be credited with sixteen (16) hours of paid time off each year.
- b) Full-time employees who were hired before July 1, 2016 who are at the G step of their respective classification shall be credited with an additional eight (8) hours of paid time off each year. Regular part-time employees who are at the G step of their respective classification shall be credited with four (4) hours of paid time off each year.
- c) Paid time off under (a) and (b) has no monetary value, and must be taken during the calendar year or lost except as provided in subsection (g).
- d) All full-time employees covered by this Agreement who are hired on or after July 1, 2016 ~~and have completed their probationary period as of December 31~~ shall be credited with ~~forty-eighty (4080)~~ forty (40) hours of paid time off each year. Regular part-time employees ~~who have completed six (6) months of service by December 31~~ shall be credited with ~~twenty-fourty (2040)~~ twenty (20) hours of paid time off each year.
- e) Newly hired Employees who complete six (6) months of service during the year will be given paid time off on a pro-rata basis as soon as administratively feasible after hire.
- f) New paid time off will be credited each year on the same date as the wage increase for the year under Section 16.1(a). Current year paid time off may be used through the end of the pay period before the annual credit of new paid time off.
- g) Unscheduled paid time off may be used as needed for personal emergencies, or the employee's illness or injury (if the employee has no sick leave available), with acceptable documentation if requested. Scheduled paid time off may also be used for other personal reasons ("scheduled" paid time off) if submitted and approved (must be approved at least 48 hours in advance for employees hired on or after July 1, 2016). Approval will be based on manpower and workload requirements as determined by the Department.
- h) For employees hired on or after July 1, 2016, at no time will the employee's unused paid time off bank at the end of each year will accumulate up to a total of exceed 72-120 hours. Any The balance hours in excess of 120 72 hours will be placed in the Retirement Bonus Reserve Sick Leave Bank up to a maximum of 182 hours. The Reserve Sick Leave Bank does not have cash value and can only be used to supplement approved Workers' Compensation and short-term disability leave (combined benefit and supplement not to exceed 100% of the employee's gross weekly wage). Any balance of unused paid time off in excess of the 182 hour Reserve Sick Leave Bank maximum will be placed in the

~~Retirement Bonus Bank and can be used in accordance with Section 15.2(b). Any hours remaining in an employee's Reserve Sick Leave Bank upon an employee's retirement can be used in accordance with Section 15.2(b) and will be converted to pension service credit (not service eligibility) at retirement. The 72-hour limit will be increased to 120 hours effective with the accrual of 2019 paid time off.~~

- i) ~~Effective on complete ratification of this Agreement, the one-time S&A Supplement Bank will be eliminated and any existing hours in an employee's S&A Supplement Bank will be rolled into their Reserve Sick Leave Bank. Effective beginning in 2019, each employee hired on or after July 1, 2016 who is covered by the Sickness and Accident program under Section 14.13 will be credited with a one-time S&A Supplement Bank of 48 hours for regular full and part-time employees. For such employees who are already covered by the Sickness and Accident program as of January 1, 2019, the bank will be established no later than the first pay period that begins in 2019. For all others hired on or after July 1, 2016, the bank will be established effective in the first pay period following when the employee becomes covered by the Sickness and Accident program. This bank may be used:~~
- ~~(i) by an employee approved for S&A benefits under Section 14.13 to cover time missed from the employee's normal work schedule during a waiting period applicable under Section 14.13 (which provides that S&A benefits begin on the first (1st) day of disability due to accident, surgery (both inpatient and outpatient), and hospitalization or the eight (8th) day of illness; and~~
 - ~~(ii) for doctor and dental appointments during the employee's work hours, provided that upon request the employee establishes to the Department's satisfaction that the appointment cannot reasonably be scheduled outside work hours, and that the employee submits a signed verification from the doctor/dentist substantiating the appointment.~~

~~Any hours remaining in this bank upon the employee's retirement will be placed in the Retirement Bonus Bank under Section 15.2(b).~~

5. Section 14.1 – Health Insurance

Modify as follows:

PPO and HMO Wellness Incentive

Beginning January 1, 2024, eligibility for the wellness incentive will include both participation in the wellness program and the employee sharing their health biometric data with the County's wellness program vendor. If the employee is a tobacco user, they must complete a county-approved tobacco cessation program to obtain the incentive.

For employees in the HMO and PPO plans, starting in 2025 wellness incentives will be paid in an annual lump sum. The first lump-sum payment will be in February 2025 for employees who earn wellness incentives in 2024. Thereafter, the annual incentive lump sum earned in a year will be paid in February of the following year.

New High Deductible Health Plan

Effective upon complete ratification of this Agreement, a new High Deductible Health Plan with a Health Savings Account will be offered as an alternative to the HMO and PPO plans. With the High Deductible Health Plan, employee contribution is 15% of the premium. The employer will make a one-time contribution to the HSA accounts of employees who are enrolling in the High Deductible Health Plan for the first time in the amount of \$1,000 for single coverage and \$2,000 for 2 person or family coverage through the Kent County authorized HSA vendor. Employees will not be eligible to receive any wellness incentives during the first year of their enrollment in the High Deductible Health Plan. Only employees who have not elected the FSA may enroll in the High Deductible Health Plan for plan year 2024.

For employees in the High Deductible Health Plan only, the maximum wellness incentive of \$1,000 for single coverage or \$2,000 for 2 person or family coverage may be earned as follows. This program is effective on 1/1/2025 and the first incentive award will occur in February ~~2026~~ *1/1/2025 KL*

2025 KL

Health Factor	Award if Standard Met	Alternative to Receive Award
Cholesterol	\$250 single or \$500 2 person or family	Complete a County approved program
Blood Sugar	\$250 single or \$500 2 person or family	Complete a County approved program
Blood Pressure	\$250 single or \$500 2 person or family	Complete a County approved program
BMI or Body Circumference	\$250 single or \$500 2 person or family	Complete a County approved program
Tobacco Use	A surcharge equal to 10% of the High Deductible Health Plan single coverage healthcare premium will be deducted for employees who do not meet the CDC guideline for tobacco use and fail to complete a County approved tobacco cessation program.	Complete a County approved tobacco cessation program

Appendix B Updates:

- Added \$100 co-pay for specialty medications.
- Reduced out of pocket maximum for prescriptions.
 - Only applies to the HMO and the PPO.
- Added manufacturer's coupon program for certain prescriptions.
- Added new high deductible health plan

Plan Name	PPO plan		HMO plan	*NEW* High Deductible Health Plan Effective 1/1/2024	
	IN-NETWORK	OUT OF NETWORK	IN-NETWORK	IN-NETWORK	OUT OF NETWORK
Deductible					
Single	\$300	\$600	\$250	\$2,200	\$4,400
Two-Party and Family	\$600	\$1,200	\$500	\$4,400	\$8,800
Medical Only Out-of-Pocket Maximum					
Single	\$3,150	\$6,300	\$3,150	N / A	N / A
Two-Party and Family	\$6,300	\$12,600	\$6,300		
Rx Only Out-of-Pocket Maximum					
Single	\$4,500	\$4,500	\$4,500	N / A	N / A
Two-Party and Family	\$9,000	\$9,000	\$9,000		
Total Combined Out-of-Pocket Maximum				<i>Combined - Medical & Rx</i>	
Single	\$7,650	\$10,800	\$7,650	\$3,150	\$6,300
Two-Party and Family	\$15,300	\$21,600	\$15,300	\$6,300	\$12,600
Medical Copay					
Preventive Care	100% Covered	65% After Deductible	100% Covered	100% Covered	80% After Deductible
Primary Care Physician Visit	\$25	65% After Deductible	\$20	100% After Deductible	80% After Deductible
Specialist Visit	\$25	65% After Deductible	\$40	100% After Deductible	80% After Deductible
Virtual/Online Visits	\$25	65% After Deductible	\$20	100% After Deductible	80% After Deductible
Urgent Care	\$40	65% After Deductible	\$20	100% After Deductible	80% After Deductible
Emergency Room	\$125		\$100	100% After Deductible	
Advanced Imaging	85% After Deductible	65% After Deductible	\$150	100% After Deductible	80% After Deductible
Coinsurance (Employee Pays)	15% After Deductible	35% After Deductible	10% After Deductible	0% After Deductible	20% After Deductible
Out of Network Coverage	Yes		No	Yes	
Prescription					
Out of Pocket for Prescriptions	Not included with BCBS Medical, Separate coverage with Capital Max OOP = \$4,500/\$9,000		Not included with BCBS Medical, Separate coverage with Capital Max OOP = \$4,500/\$9,000	Included with BCBS Medical, Separate coverage with Capital All copays after deductible	
Prescription Copay					
Preventative Rx	Generic medication/supplies for the treatment of diabetes and hypertension Covered 100%		Generic medication/supplies for the treatment of diabetes and hypertension Covered 100%	All Preventative Medications Covered 100% Before Deductible	
Generic	\$15		\$15	\$15	
Preferred Brand	\$25		\$25	\$25	
Non Preferred Brand	\$45		\$45	\$45	
Specialty Medications (effective 1/1/2024)	\$100		\$100	\$100	
Mail Order Copay(s)	2 x Copay for 90 Day Supply		2 x Copay for 90 Day Supply	2 x Copay for 90 Day Supply	
<p>***ACA Out-of-Pocket Maximums are subject to indexing annually and include employee cost towards: Deductible, Co-pays and Coinsurance. Total combined employee costs for medical and prescriptions cannot exceed Federal Annual limit - Adjusted Annually.</p>					

6. **Section 14.1(a) – Blended/Bundled Health Insurance Rates**

Add a sentence that states as follows:

The County’s illustrative rates are blended rates including current employees and pre-65 retirees (except those referred to in Section 14.15(g)), and their eligible dependents and beneficiaries.

7. **Section 14.8 – Supplemental Term Life Insurance**

Modify as follows:

Section 14.8. Supplemental Life Insurance. Employees may purchase an additional amount of supplemental term life insurance through payroll deduction as follows:

- a) in five-thousand (\$5,000) dollar increments up to a maximum of one hundred fifty thousand (\$150,000) dollars ~~through payroll deduction.~~
- b) above one hundred fifty thousand dollars (\$150,000) up to a maximum of four hundred fifty thousand dollars (\$450,000) in fifty thousand-dollar (\$50,000) increments.

The amount of payroll deduction for supplemental term life insurance coverage equals the actual cost to the County. The purchase of supplemental term life insurance shall be subject to carrier rules.

7. **Section 14.15 – Retiree Healthcare**

Modify subsection (a) to add a sentence that reads: “For employees who retire on or after the date of full ratification of this Agreement, the maximum amount paid by the Employer shall be four hundred fifty dollars (\$450) per month.” This is an increase to the maximum amount for employees who retired earlier.

Also modify subsection (g) as follows:

- (g) Employees hired on or after July 1, 2016 and who retire on or after January 1, 2025 will, upon their retirement, will be in a separate group for retiree health premium rating purposes.

8. **Section 15.1 – Pension Plan**

No change to current contract language

9. **Section 15.2(b) - Retirement Service Credit.**

- (b) Employees hired on or after July 1, 2016 will have a Reserve Sick Leave Bank and Retirement Bonus Bank for unused paid time off as provided in Section 13.7. Hours in the Retirement Bonus Bank have no cash value and can only be used for

pension service credit. Employees who retire under the Kent County Retirement Plan (other than a deferred retirement) will receive pension service credit for all hours in their Retirement Bonus Bank and Reserve Sick Leave Bank at the time of retirement.

10. Section 16.1 and Appendix A-1 - Wages

Wage increases as follows:

2024 – 4% (retroactive back to February 13, 2024)

2025 – 3%

2026 – 2%

2027 & 2028 – The parties will reopen this Agreement during 2026, only with regards to negotiating any annual across the board percentage adjustment to wages for 2027 and 2028, with negotiations to take place during the period from April 15, 2026 through June 15, 2026. Any tentatively agreed annual across the board percentage adjustment to 2027 and 2028 wages must be ratified by the Union no later than July 15, 2026, to be submitted to the County Human Resources Department for consideration on the County Board of Commissioners agenda. If no agreement is reached between April 15 and June 15, 2026, regarding any annual across the board adjustment of wages for 2027 and 2028, bargaining unit employees will receive the same annual across the board wage adjustment the County grants all MPP [non-represented] employees for 2027 and 2028.

11. Section 16.1 – Classification Changes

Modify subsections (d) and (e) as follows:

(d) When an employee is reclassified to a classification in a higher salary range, his ~~their~~ salary shall be adjusted to the ~~minimum~~ B step of the range for the new classification or to that salary step next above ~~his~~ their present rate, whichever is higher. The anniversary date shall not change. When an employee is reclassified ~~for any reason other than disciplinary demotion~~ to a classification in a lower salary range, ~~he~~ the employee shall be paid the same salary ~~he~~ was they were receiving prior to such reclassification or the maximum of the rate range for the new classification, whichever is lower. The employee in any classification for which the salary rate range is reallocated shall remain at the same step within the new range. The anniversary date shall not change.

(e) An employee who is demoted, either voluntarily or as a disciplinary measure, shall receive the same salary ~~they were~~ he was receiving prior to such demotion or the maximum of the rate range for the new classification, whichever is lower. If the current pay rate is in between steps of the new pay grade, they will be placed at the lower of the two steps. This will not apply if the employee has not completed their initial County probation under Section 10.3(a). In this case, the employee will be placed in the step in the pay scale that they would have been placed at if hired directly into their new classification.

12. Appendix A-2 – Job Classifications

Modify as follows (changes to be made starting first day of next full payroll period after date of complete ratification by both parties):

APPENDIX A-2, subject to Section 16 Job Classification:	Pay Grade If Hired Before 7/1/2016	Pay Grade If Hired on or After 7/1/2016
Judicial Clerk (including Circuit Court Clerks who report to Referees)	20	17 20
Clerk I	12	11
Clerk II	15	13 15
Clerk Typist I	12	11
Clerk Typist II	15	13 15
Community Corrections Planner	26	26 24
Community Svc/Work Crew Supvr	19	17 19
Cook I	15	12-13
Mediator/Evaluator-FOC	25	24 25
Surveillance Officer	18 20	17-20
Youth Specialist	18 20	17 20

13. Section 20.1 – Duration

Date of complete ratification by both parties through December 31, 2028

14. All Other TAs Previously Reached

- TA (6/21/23) Section 11.10. Family and Medical Leave – An employee on a Family and Medical Leave will be required to utilize their paid time off, vacation and holiday time. The employee may request to retain up to one-half (½) of their accrued vacation time as of the date the Family and Medical Leave began. Such request must be made in writing prior to the commencement of the leave unless the employee is prohibited from doing so because of an emergency. Once the selection is made, it cannot be revoked.
- TA (5/8/23) Use gender neutral pronouns. Replace: Section 19.16. Gender. All references to persons in this Agreement include any gender. Gender neutral plural pronouns have been substituted for gender-specific singular pronouns but shall be construed in the singular person where appropriate in the context.
- TA (5/8/23) Add recently signed Letters of Understanding into body of contract

- TA (6/21/23) New section:
“All amendments to previously scheduled and approved Vacation/PTO time within the calendar year shall be submitted to the Department Director or their Designee and the County payroll no later than November 30th of said calendar year”.
- TA (6/21/23) Section 13.3. Holiday Eligibility

(b) The employee must work their hours on their last regularly scheduled day before and their first regularly scheduled day after the holiday. The following exceptions apply and the time shall be considered as time worked for purposes of holiday eligibility:

the employee is absent from work on their scheduled workday immediately preceding and/or following the recognized holiday, due to approved banked time usage, excluding time used for continuous leave of absence, or

the employee is on an approved continuous leave that (i) ends the day immediately preceding or (ii) begins the day immediately following the holiday, or

the employee is off work due to hospitalization or a personal medical condition that incapacitates them from performing their duties.

A department director or designee may require medical certification of the employee’s inability to work on the day(s) in question. Failure to provide such certification, when requested, will result in the loss of eligibility for holiday pay.

An employee is not eligible for holiday pay if the employee is on a continuous leave of absence that includes the holiday, other than at the beginning or end of the leave as stated in 13.3(b)(1) (such as a worker’s compensation leave, unpaid personal leave, sick leave, military leave or S&A).

- TA (6/12/23) 9.3(c) Overtime Premium Pay - Paid time for the following reasons shall be counted as hours worked for the purpose of computing an employee’s overtime work: holidays (that fall on a regular scheduled workday), vacation days, paid time off that is scheduled per Section 13.7(d), bereavement leave, witness leave, jury duty leave, doctor/dental time and compensatory time.
- Agreed to in Concept
Union: 8/21/23 - Section 10.3 (b) Job Probation:
8/30/23 – The County will provide draft contract language to allow employees to return to their former classification in certain circumstances.
- TA (6/12/23) Clean-Up “14 year” language in 12.7 Vacations

Section 12.7. Vacation Buyback. An employee who has 10 or more years of seniority at the beginning of the calendar year may request to receive 40 hours pay in December of the pay year, by timely return of the Human Resources Department notice form. Said pay is in lieu of 40 hours vacation time and is subject to all applicable taxes. Employees who participate in the County's Section 457 Deferred Compensation Plan may elect to contribute part or all of the payment in lieu of vacation to their deferred compensation accounts on a pre-tax basis, up to established maximums.

- TA (5/8/23) 14.5(g) Payment in Lieu of Health Insurance -
Change wording to: "Payment in lieu of health insurance shall not be paid to an employee who is covered by a County plan as a spouse or dependent."
- TA 6/21/23 14.1 Health Insurance –
Delete the text in strikethrough font from Sub-sections (e)
The Employer reserves the right to establish a self-insurance health, prescription, dental and/or vision programs or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible, except as to the administration of such health insurance program. ~~If the County determines that changes are needed to keep plan cost below the level that would result in application of the federal Affordable Health Care Act "Cadillac" tax during the term of this Agreement, then not later than September of the year before changes are to be made the County will advise the Union of the change options it is considering and will discuss those options and others that the Union presents. If the parties do not agree on changes the following changes will be made to achieve plan cost below the level that would result in application of the "Cadillac" tax: first, health care Flexible Spending Accounts will be deleted, and second, if the FSA account deletion may not be sufficient, deductibles will be increased in \$50 increments to the extent needed to lower plan cost sufficiently.~~
- Sickness & Accident Benefits and Long-Term Disability Program The County has proposed giving new hires access to short-term and long-term disability benefits the first day of the month after they are hired, rather than having to wait six months.


Details are as follows:

- T/A (6/21/23)
14.13 Sickness & Accident Benefits – For employees hired after July 1, 2016, Sickness & Accident coverage becomes effective the first day of the month following their most recent hire date subject to the provisions in the summary plan document.
- T/A (6/21/23)
14.14 (i) Long Term Disability Program
Coverage becomes effective the first day of the month following the most recent hire date subject to the provisions in the summary plan document.
- T/A (6/21/23)

Pet Health Insurance: At the County's Discretion, employees may be offered the opportunity to purchase pet health insurance. Employees would pay the full cost for this pet insurance.

All changes will be effective prospectively only (from full ratification going forward) and not retroactive unless expressly stated herein.

EMPLOYER



By: Amy Rollston
Its: HR Director

Date: 3-13-24

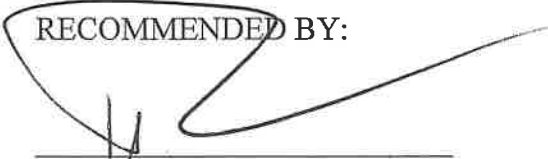
UNION



By: Gregg Allgeier
Its: Labor Representative

Date: 03-13-2024

RECOMMENDED BY:



Thomas Brookover, Fact-Finder

