

ORIGINAL FOR EXECUTION
OCTOBER 22, 2019

AGREEMENT

Between

BAY COUNTY and THE BAY COUNTY SHERIFF

And

TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214

(PART-TIME CORRECTIONS FACILITY PBT OFFICERS)

Effective: January 1, 2020 through December 31, 2022

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THIS AGREEMENT, entered into between the COUNTY OF BAY, a municipal corporation, and the BAY COUNTY SHERIFF (together hereinafter referred to as the "Employer" or the "County"), and TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214 (hereinafter referred to as the "Union").

ARTICLE I
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the COUNTY OF BAY and the BAY COUNTY SHERIFF in their capacity as an Employer, its employees, the Union, and the citizens of the County of Bay, Michigan.

ARTICLE II
RECOGNITION

The Employer recognizes Teamsters State, County & Municipal Workers Local 214 as the sole and exclusive bargaining agent permitted and required by Act 336 of the Public Acts of 1947, as amended, for all employees certified by the Michigan Employment Relations Commission as:

All part-time Correctional Facility Officers, who are specifically assigned to perform alcohol and drug testing, excluding elected officials and all other employees.

The County and the Employer agree to negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment, and other such items required by Act 336 of the Public Acts of 1947, as amended.

ARTICLE III
REPRESENTATION

Section 3.1 The Union shall be represented in all negotiations by a Bargaining Committee of the Union and/or a representative from Teamsters Local 214.

Section 3.2 On-duty officers who are members of the Bargaining Committee shall be permitted to process grievances during working hours without loss of pay or benefits provided the member(s) of the Bargaining Committee obtain approval from the Sheriff or his/her designee prior to processing any grievance. Such approval shall not be unreasonably withheld.

Section 3.3 The Employer and the Union shall be limited to no more than one (1) member each at any bargaining session, with the understanding that each side may be represented by counsel or may call persons to appear for the purpose of giving pertinent testimony. It is understood,

however, that no more than one (1) member of the Union shall be on duty at any bargaining session.

Section 3.4 All employees shall have the right to be represented by the Union and/or his/her appointed representative at all disciplinary conferences or procedures. Written notification with a reasonable time shall be given to the Union of any disciplinary action taken against any employee which results in official entries being added to his/her personnel file.

ARTICLE IV **UNION SECURITY AND DUES CHECK-OFF**

Section 4.1 The County will deduct, upon signed authorization by individual employees who are members of the union, all initiation fees, dues, and assessments as certified by the Union, and forward same to the Union's authorized Treasurer each month.

Section 4.2 The County will only deduct appropriate amounts from those union members on the payroll for any particular month.

Section 4.3 All check-off authorization forms shall be filed with the Personnel Department, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no check-off shall be made until such deficiency is corrected.

Section 4.4 The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

Section 4.5 The Employer's remittance shall be deemed correct if the Union does not give written notice to the Personnel Department within thirty (30) days after remittance is transmitted of its belief, with reasons(s) stated therefore, that the remittance is incorrect.

Section 4.6 The Union shall provide at least thirty (30) days' written notice to the Personnel Department of the amount of the Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Personnel Department at least thirty (30) days prior to its implementation.

Section 4.7 The County will notify the Union of any employees for whom no deduction was made in a given payroll period.

Section 4.8 HOLD HARMLESS AND INDEMNIFICATION

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this contract, or the termination of an employee as

provided under this contract. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE V
NO STRIKE CLAUSE

The Union agrees that neither the Union, nor its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined by the sheriff up to and including discharge.

ARTICLE VI
UNION MEMBERSHIP – AGENCY SHOP

Section 6.1 All employees who choose to be members of the union shall pay to the Union the initiation or records maintenance fee and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the County who are members. The records maintenance fee shall be the equivalent of the initiation fee.

Section 6.2 An employee who shall tender or authorize the deduction of initiation or records maintenance fee and membership dues or service fees uniformly required shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues or fees.

Section 6.3 The Employer shall be notified in writing by the Union of any employee who is thirty (30) days in arrears in payment of the initiation or records maintenance fee and/or membership dues or fees.

Section 6.4 Each employee in the bargaining unit may execute an authorization for the deduction of Union dues and initiation fee or records maintenance fee and service fees.

Section 6.5 If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law

Section 6.6 In accordance with the provisions of Public Employment Relations Act (Act 336 of 1947, §423.215 (7)), the parties recognize that such Act provides for an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575 and that Provisions required by this subsection are prohibited subjects of bargaining under this act.

ARTICLE VII
CHECK-OFF, PAYROLL DEDUCTION OF DUES, AND SERVICE FEES

Section 7.1 The Employer agrees to deduct from the wages of any bargaining unit employee who chooses to be a member of the Union, all Union membership dues, initiation fees, and service fees, uniformly required, as provided in a written authorization in accordance with the standard form furnished by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction and initiation fees and service fees shall remain in full force and effect until terminated by the employee. The termination of dues notice must be given to the Personnel Director and to the Union. The Personnel Director shall thereafter cease withholding any monies whatsoever under such assignments.

Section 7.2 While the Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them, the Employer agrees to turn money over to the Union as soon as possible. The County or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the County and its officers and employees shall be released from all liability to the employees and to the Union under such assignments.

Section 7.3 Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting and specifying such amount of Union's dues and/or initiation fees together with a copy of such authorization from the Union.

Section 7.4 Each remittance shall be accompanied by a list, setting forth the names of those from whom the amount of dues and initiation fees were deducted; said list to be furnished to the Union, and shall also include all new hires and separations from the bargaining unit.

Section 7.5 If any provision of this Article is invalid under state or federal law, such provision shall be modified to comply with the requirements of the law and/or shall be renegotiated for the purpose of adequate replacement.

ARTICLE VIII
UNION BUSINESS

Section 8.1 UNION LEAVE OF ABSENCE

A member of the Union called upon to perform services on behalf of the Union shall be granted leaves while on bona-fide Union business. Such leave shall be requested by the Union in writing, and it shall be subject to the approval of the sheriff. Such leave shall be without pay and shall not exceed five (5) days per unit year.

Section 8.2 UNION BULLETIN BOARD

A suitable bulletin board shall be furnished by the Employer in a convenient place to be used to post Union notices and results of Union elections. The Employer reserves the right to remove

any materials not conforming to the above or any material which is derogatory. Materials may be removed by the Employer after thirty (30) days. All materials shall be dated.

Section 8.3 The Union may schedule and conduct its meetings on Sheriff Department property, provided:

- (1) Union gives written notice to the Sheriff at least twenty-four (24) hours prior to any meeting;
- (2) It does not disrupt the duties of the employees or the efficient operation of the Department.
- (3) The County incurs no additional cost for said meeting.

Section 8.4 All records, reports, and other official information which the Employer is relying upon to substantiate a pending grievance shall be made available for inspection by the Union upon demand by the Union.

Section 8.5 MEETINGS WITH BARGAINING COMMITTEE

The Employer agrees to meet, upon request, with the Bargaining Committee at a mutually convenient time, to discuss pending grievances and procedures for avoiding further grievances. The Committee may also discuss with the Employer other issues which would improve the relationship between the parties, but discussions shall not be used for continuing contract negotiations.

ARTICLE IX **DISCIPLINARY PROCEDURE**

Section 9.1 No member shall be summoned before a superior officer for the purpose of disciplinary action without having a Union representative present, unless the employee waives this right in writing or unless immediate disciplinary action is warranted and the Union representative is not available.

Section 9.2 In the event the Union concludes that a member has been unjustly punished or dismissed by the Employer, it may, within five (5) calendar days after receipt of the written judgment of the Employer, appeal such judgment to the Grievance Procedure at the Step (2) Sheriff's level.

Section 9.3 The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased.

Section 9.4 No non-probationary employee shall be discharged or otherwise disciplined except for just cause. The claim of any non-probationary employee that he/she has been unjustly discharged or otherwise disciplined may be processed as a grievance.

Section 9.5 No disciplinary action shall be commenced after thirty (30) calendar days of the alleged violation by an employee or thirty (30) days of the Sheriff or Undersheriff becoming

aware of the alleged violation unless the employee is notified within that thirty (30) days of the pending investigation or unless notification would interfere with the investigation.

Section 9.6 Any employee may refuse to take a polygraph or lie detector examination.

Section 9.7 The Union and Employer agree that disciplinary actions are confidential and the parties agree to maintain the confidentiality of any disciplinary action, whenever possible.

ARTICLE X **GRIEVANCE PROCEDURE**

Section 10.1 The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the Bay County sheriff Department. The parties seek to secure at the earliest level possible equitable solutions to complaints or grievances of members of this bargaining unit. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 10.2 For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement.

Section 10.3 The following procedure is to be observed in the settlement of grievances:

Step 1: Any employee having a grievance shall, within seven (7) days after the occurrence of the circumstances giving rise to the grievance, or seven (7) days from the date when the employee should reasonably have known of the occurrence, reduce the grievance to written form setting forth the facts giving rise to the grievance, the Section(s) of the contract which have allegedly been violated and the remedy desired; and the grievance shall be submitted to the division commander. The division commander shall, within five (5) days, return his/her answer in writing. Any grievance not taken up within this time limit shall not be considered.

Step 2: Failing to resolve the grievance in Step 1, the Union's representative may, within five (5) days of receipt of the division commander's position, take the matter up with the Sheriff or his/her designated representative, who shall within five (5) days of receipt of the grievance return his/her answer in writing.

Step 3: Failing to resolve the grievance in Step 2, the Union may, within eight (8) days of receipt of the Sheriff's disposition, take the matter up with the County Executive or his/her designated representative who shall, within twenty (20) days of receipt of the grievance, return his/her answer in writing.

Step 4: If either party is unsatisfied with the answer given in Step 3, or if Step 3 is waived, either party may, within thirty (30) days of receipt of the answer in

Step 3, submit the grievance for arbitration to the Federal Mediation and Conciliation Service. The arbitrator shall be selected in accordance with the then applicable rules of the agency selected.

Section 10.4 Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County and the Union.

Section 10.5 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when the time disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or any extension which may be agreed to, shall be automatically closed.

Section 10.6 Grievances may, with the consent of the parties, be commenced at any stage of the grievance procedure; or may with the consent of the parties, be advanced and processed out of order. Time limits may be waived upon written agreement of the parties.

Section 10.7 The cost of the arbitrator shall be shared by both parties equally. All other costs of arbitration shall be borne by the party incurring said costs.

Section 10.8 ARBITRATOR'S POWERS

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitration award shall be final and binding on the Employer, the Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his/her jurisdiction or has arrived at an award fraudulently or by improper means.

Section 10.9 ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 10.10 Days, as used throughout this Article, shall exclude Saturdays, Sundays and holidays.

ARTICLE XI
SENIORITY

Section 11.1 Seniority of a new employee shall commence after the employee has completed a probation period of thirty (30) workdays and shall be retroactive to the date of employment. Seniority of employees hired on the same date shall be determined alphabetically according to the employee's last name at the time of hire. If necessary, first and then middle names will also be used.

Section 11.2 An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- (1) He/she resigns or retires.
- (2) He/she is dismissed for just cause and that dismissal is not reversed through the grievance procedure.
- (3) He/she is absent for two (2) consecutive workdays without notifying the officer in charge, unless such notification is beyond the control of the employee. In proper cases, exceptions may be made by the Sheriff. After such absence, the Sheriff agrees to send written notification, by certified mail, to the employee at his/her last known address, with a copy to the Union representative, that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (4) He/she is convicted or pleads guilty or no contest to a felony. Nothing shall preclude the Sheriff from taking appropriate disciplinary action if an employee is convicted or pleads guilty or no contest to a misdemeanor.
- (5) He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.
- (6) Unexcused failure to return from a leave of absence of any kind on a specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Sheriff may require verification of the circumstances.
- (7) Failure to return to work from layoff as set forth in the recall procedure.

Section 11.3 A seniority list shall be furnished to the Union by the Employer each year in January.

ARTICLE XII
LAYOFF/RECALL

Section 12.1 LAYOFF

Layoff of employees shall be by job classification seniority. The following order shall be followed provided that the employees who remain are capable of performing the work available:

- (1) Temporary employees.
- (2) Probationary employees.
- (3) Remaining seniority employees within the classification affected shall then be laid off in inverse order of his/her job classification seniority.

The Employer agrees to give thirty (30) calendar days' notice to any employee and the Union of a proposed layoff.

There are no bumping rights. Therefore, in the event of layoff, there is no bumping between classifications.

Section 12.2 RECALL

The order of recall shall be by seniority and in the inverse order of layoff and subject to the same conditions of layoff.

- (1) Notice of recall by the Personnel Department shall be by certified or registered mail or hand delivered to the employee's last known address. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. An employee subject to recall shall give notice to the Employer of his/her intent to return within three (3) calendar days of receipt of the notice, and shall return to work within ten (10) calendar days of the receipt of said notice, or his/her employment shall be terminated.
- (2) In the event a recall is necessary based upon a time frame of fewer days than is outlined above, the Employer may call upon other available laid-off employees in accordance with his/her seniority to work on a temporary basis until such time as the normal recall procedure has been completed. Temporary employment in this Section shall not exceed twenty (20) calendar days.
- (3) An employee recalled from layoff to a position for which he/she is qualified and which is identical or higher in rate of pay to the job from which he/she was laid off shall return to work. Failure to accept the position shall result in a loss of seniority and employment.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.1 EQUIPMENT

It shall be the duty of the Employer to make available to all employees on duty during his/her normal tour of duty, any equipment that may be required to perform his/her assigned job, and/or for personal safety.

Section 13.2 DUTY EXPENSES

Approved expenses in the line of duty shall be reimbursed as outlined in the County's General Travel Policy for all County employees, but, notwithstanding the above, shall not exceed \$8.50 for lunch. In order for the employee to be reimbursed, a receipt must be provided within thirty (30) days of the expense.

Section 13.3 NOTICE OF CHANGE

When a member of the bargaining unit is discharge, resigns, or receives a leave of absence, the Union will be furnished written notice with effective dates, within fifteen (15) days.

Section 13.4 PAY FOR SCHOOLING AND TRAINING

Any schooling or in-service training assigned by the sheriff occurring on a leave day or off-duty time shall be paid in accordance with the Fair Labor Standards Act.

ARTICLE XIV
SAFETY CLAUSE

Section 14.1 It shall be the duty of the Employer to insure compliance with safety requirements for employees covered under this Agreement.

Section 14.2 SUPERVISORS

Supervisors shall not displace or substitute for members of the bargaining unit in the performance of his/her assigned duty except in the case of an emergency.

Section 14.3 PART-TIME EMPLOYEES

Full-time officers shall not perform the duties of part-time officers except in the case of civil disorder or disaster.

ARTICLE XV
HOLIDAYS

Section 15.1 Effective the signature date of this Agreement, the County agrees the following holidays shall be paid:

New Year's Day
Martin Luther King, Jr. Day

Thanksgiving Day
Friday following Thanksgiving

Memorial Day *
Independence Day
Labor Day
Veteran's Day

Christmas Eve Day
Christmas Day
New Year's Eve Day

*Memorial day will be observed on Monday.

Section 15.2 Each part-time employee shall be paid for the above holidays at his/her regular straight time rate of pay.

Section 15.3 An employee who works on any of the holidays designated herein will receive his/her straight-time base rate plus time and one-half (1 ½) for all hours worked which fall within his/her regularly scheduled hours of work for that day.

Section 15.4 When a holiday falls on an employee's regularly scheduled workday, said employee shall work the holiday. Said employee however, shall have the right to trade shifts with another employee with the approval of the Sheriff or the Shift Commander.

Section 15.5 When one of the designated holidays falls on a Saturday, it shall be celebrated on Friday. If a holiday falls on a Sunday, it shall be celebrated on Monday. If, however, the holiday falls on a Saturday and Friday is also a holiday, Thursday and Friday shall be celebrated as holidays. If the holiday falls on a Sunday and Monday is also a holiday, Monday and Tuesday shall be celebrated as holidays. Employees working a seven-day per week schedule shall celebrate the holidays on the day of its occurrence.

ARTICLE XVI
MATERNITY LEAVE

Maternity leave shall be treated as any illness.

ARTICLE XVII
WORKERS COMPENSATION

Workers Compensation will be in accordance with the Workers Compensation statutes.

ARTICLE XVIII
PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed thirty (30) days of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion for the probationary period,

the employee's name shall be placed on the seniority list as of his/her last date of hire, provided however, that if an employee is absent from work for any reason for more than ten (10) scheduled work days, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE XIX
UNIFORMS AND MAINTENANCE

Section 19.1 The Employer will provide uniforms and other articles of clothing which the Employer requires employees to wear when on duty. An annual allowance of Three Hundred dollars (\$300.00) will be paid to each uniformed officer for the purpose of cleaning and maintaining uniforms and including the purchase of required footwear (shoes). This amount is to be paid in two (2), semi-annual payments during the months of June and December.

ARTICLE XX
LEGAL COUNSEL: LIABILITY INSURANCE

Section 20.1 The Employer shall provide at no cost to the employee a policy of liability insurance to protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee.

Section 20.2 For the purpose of this Section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment, or in relation to matters committed by law to the employee or the Employer under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Employees will be covered while engaged in enforcing the law beyond normal duty hours. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section.

Section 20.3 The coverage provided by such insurance shall be in an amount no less than Fifty Thousand dollars (\$50,000.00) for each person or One Hundred Thousand dollars (\$100,000.00) for each incident or an aggregate of Five Hundred Thousand dollars (\$500,000.00), and shall include the costs of defense, including attorney fees.

ARTICLE XXI
PERSONNEL FILE

Section 21.1 The treatment of letters of reprimand will be as follows:

- (A) Each member will be informed when such a letter is inserted in his/her file. The members shall sign each insert (not to approve inserted matter, but to acknowledge the insertion).
- (B) Within a two-year period following the insertion of such letter, the Department shall cause a review to be made and unless, in the opinion of the Sheriff, the matter is of a serious nature and should be retained, the letter shall be removed and the record of it expunged.
- (C) In the event a letter is removed and its recording expunged, the officer may at any subsequent examination for promotion respond that said member has not been reprimanded for any violation so expunged.
- (D) The member will be informed of any part of his/her record so expunged.

Section 21.2 A member shall be allowed to see his/her personnel file at any reasonable time.

Section 21.3 Seventy-two (72) hours prior to the disclosure of any information in an employee's personnel file to a third party not involved with the Employer, the employee involved and the Union Representative shall be sent notice.

Section 21.4 For purposes of privacy, members shall be allowed to use the Department address as personal addresses on all reports and complaints.

ARTICLE XXII **MANAGEMENT RIGHTS**

Section 22.1 RIGHTS OF THE EMPLOYER

The management of the Bay County Sheriff's Department; the determinations of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location(s); the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend, or discharge for just cause, promote, transfer or lay off employees, or to reduce or increase the size of the working force; to establish fair rules and regulations; or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides, the methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (subcontracting) if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Bay County Sheriff's Department.

ARTICLE XXIII
HOURS OF WORK

Section 23.1 WORK SCHEDULES, HOURS OF WORK AND WORKDAYS

The work schedules will be coordinated by the part-time Correctional Facility PBT Officers with approval of the Jail Commander.

Section 23.2 OVERTIME

Time and one-half (1 ½) shall be paid for all hours worked over eight (8) hours per day and one hundred sixty (160) hours in any twenty-eight (28) consecutive days work period.

Section 23.3

If twenty (20) or more people are scheduled for drug testing, two (2) CFO/PBT personnel will be scheduled during the two-hour testing period.

ARTICLE XXIV
SALARIES/WAGES

Effective January 1, 2020, see Appendix A.

ARTICLE XXV
SAVINGS CLAUSE

If any article or section of this Agreement or any supplement thereto should be held invalid by interpretation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected.

ARTICLE XXVI
FAMILY AND MEDICAL LEAVE ACT

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act, and that any contrary provision contained in this Agreement is superseded by the Family and Medical Leave Act.

ARTICLE XXVII
WAIVER PROVISION

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings

Part-time Corrections Facility PBT Officers
Termination: December 31, 2022

and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE XXVIII
TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2020, to and including December 31, 2022, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.


It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 2022, or December 31 of any subsequent contract year, advising that such party desires to revise or change the terms or conditions of such Agreement.

ARTICLE XXIX
GENDER

Whenever the terms "he", "his", or "him" are used herein, said terms refer equally to feminine gender "she" or "her".

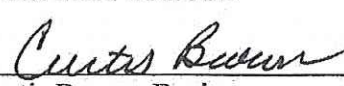
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of _____, 2020.

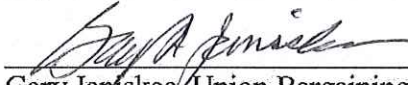
FOR THE COUNTY OF BAY:


Chairperson
Bay County Board of Commissioners


Sheriff
Bay County Sheriff Department

FOR THE UNION:


Curtis Brown, Business
Representative Teamsters Local 214


Gary Japiskee, Union Bargaining Member

Dated: 01-31-2020

Dated: _____

APPENDIX "A"
Wages

Effective date of agreement	<u>Wage rate 1-01-2020 through 12-31-2022</u>
Hire:	\$16.75
1 year:	\$18.09
2 year:	\$19.45
3 year:	\$20.77
4 year:	\$22.14
5 year:	\$23.47