

**ORIGINAL FOR EXECUTION
12/23/2013**

AGREEMENT

Between

BAY COUNTY SHERIFF'S DEPARTMENT CORRECTIONAL

FACILITY OFFICERS AND RECORDS SPECIALIST

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

and

BAY COUNTY SHERIFF

AND

BAY COUNTY

JANUARY 1, 2014 - DECEMBER 31, 2016

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	AGREEMENT.....	1
II	PURPOSE AND INTENT.....	1
III	RECOGNITION	1
IV	REPRESENTATION	1
V	UNION SECURITY AND DUES CHECKOFF.....	2
	Section 5.8 Hold Harmless and Indemnification	2
VI	NO STRIKE CLAUSE	3
VII	UNION MEMBERSHIP	3
VIII	CHECK-OFF, PAYROLL DEDUCTION OF DUES, AND SERVICE FEES.....	3
IX	UNION BUSINESS	4
	Section 9.1 Union Leave of Absence.....	4
	Section 9.2 Bulletin Board	4
	Section 9.5 Meetings with Bargaining Committee	4
X	DISCIPLINARY PROCEDURE	5
XI	GRIEVANCE PROCEDURE.....	5
	Section 11.8 Arbitrator's Powers	7
	Section 11.9 Election of Remedies	7
XII	SENIORITY	7
XIII	JOB VACANCIES AND JOB ASSIGNMENTS	8
	Section 13.4 Posting.....	9
	Section 13.5 Notice.....	9
	Section 13.6 Assignment of Job.....	9
	Section 13.7 Temporary Assignments	9
	Section 13.8 Temporary Employee	9
XIV	LAYOFF/RECALL.....	10
	Section 14.1 Layoff.....	10
	Section 14.2 Recall.....	10

XV	MISCELLANEOUS PROVISIONS	11
	Section 15.1 Assignment Exchange	11
	Section 15.2 Contract Printing.....	11
	Section 15.3 Shift Commander	11
	Section 15.4 Equipment.....	11
	Section 15.5 Duty Expenses.....	11
	Section 15.6 Annual Physicals.....	11
	Section 15.7 Firearms Qualification.....	12
	Section 15.8 Notice of Change.....	12
	Section 15.9 Ammunition	12
	Section 15.10 Pay for Schooling and Training.....	12
XVI	SAFETY CLAUSE	13
	Section 16.2 Minimum Staffing	13
	Section 16.3 Supervisors.....	13
	Section 16.4 Auxiliary Officers and Part-Time Employees	13
XVII	PROMOTIONS.....	13
	Section 17.1 Promotions.....	13
	Section 17.2 Exam Announcement.....	13
	Section 17.3 Eligibility.....	14
	Section 17.4 Written Exam	14
	Section 17.5 Oral.....	14
	Section 17.6 Seniority	14
	Section 17.7 Summary of Total Scoring.....	14
	Section 17.8 Method of Appointment.....	15
	Section 17.9 Trial Period for Promotions	15
XVIII	HOLIDAYS	15
	Section 18.3 Personal Holiday	15
XIX	SICK LEAVE	16
	Section 19.1 Accrual	16
	Section 19.2 Proof of Illness	16
	Section 19.5 Medical Dispute	17
XX	MATERNITY LEAVE	17
XXI	LEAVE OF ABSENCE	17
	Section 21.1 Personal Leave	17
	Section 21.2 Military Leave.....	17
	Section 21.3 Jury Duty	18
	Section 21.4 Leaves/Seniority.....	18
	Section 21.5 Political Leave	18
	Section 21.6 Benefit Freeze	18

XXII	FUNERAL LEAVE	18
XXIII	PROBATIONARY PERIOD	19
XXIV	VACATIONS	19
XXV	HEALTH AND BENEFITS	20
	Section 25.1 Life Insurance	20
	Section 25.2 Health Insurance	20
	Medical and Hospitalization Insurance.....	21
	Payment in Lieu of Health Insurance	21
	Method of Computing Employees' Share of Premiums ...	22
	Retirees	22
	Health Care – Employees Hired After January 1, 2012.....	24
	Prescription Drug Plan	25
	Incentive Program for Cost Reduction.....	25
	Section 25.3 Sick and Accident Insurance (Non-Duty Related)	26
	Section 25.4 Line of Duty Disability	27
	Section 25.7 Physical Exams	27
	Section 25.12 Benefits - Duty Connected	27
XXVI	UNIFORMS AND MAINTENANCE	28
XXVII	LEGAL COUNSEL: LIABILITY INSURANCE	28
XXVIII	EDUCATIONAL TRAVEL AND EXPENSES	29
XXIX	RETIREMENT PROGRAM	29
XXX	HOURS OF WORK	30
	Section 30.1 Work Period	30
	Section 30.2 Work Day.....	30
	Section 30.3 Leave Days	30
	Section 30.4 Work Schedule	30
	Section 30.5 Daylight Savings Time	30
XXXI	OVERTIME, COURT TIME, AND CALL BACK.....	30
	Section 31.1 Overtime	30
	Section 31.2 Court Time	31
	Section 31.3 Standby	31
	Section 31.4 Call Back	31
	Section 31.5 Comp Time	31
XXXII	EQUALIZED OVERTIME PROVISION.....	31

XXXIII	PERSONNEL FILE.....	33
XXXIV	MANAGEMENT RIGHTS.....	34
	Section 34.1 Rights of the Employer.....	34
XXXV	SALARIES - WAGES	34
XXXVI	LONGEVITY.....	35
	Section 36.1 Longevity.....	35
XXXVII	SHIFT DIFFERENTIAL.....	35
XXXVIII	TRANSPORTATION OF PRISONERS AND MENTAL PATIENTS.....	36
	Section 38.2 Travel Allowance.....	36
	Section 38.3 Equal Distribution	36
	Section 38.4 Distribution of Trips	36
	Section 38.5 Refusal of Trips.....	36
	Section 38.6 Unintentional Errors	36
	Section 38.7 New Employees.....	36
	Section 38.8 Maximum Driving Time.....	36
	Section 38.9 Armed Transports	36
XXXIX	SAVINGS CLAUSE.....	36
XL	FAMILY AND MEDICAL LEAVE ACT.....	37
XLI	TRAVEL REGULATIONS.....	37
XLII	WAIVER PROVISION	37
XLIII	TERM OF AGREEMENT.....	37
XLIV	GENDER.....	37

ARTICLE I
AGREEMENT

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 BAY COUNTY SHERIFF'S DEPARTMENT CORRECTIONAL FACILITY OFFICERS AND RECORDS SPECIALISTS, POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), (hereinafter referred to as the "Union").

ARTICLE II
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 in its capacity as an Employer, its employees, the Union, and the citizens of the County of Bay, Michigan.

ARTICLE III
RECOGNITION

The Employer recognizes the POAM, 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 of November 20, 1987:

All full-time and part-time Correctional Facility Officers and Records Specialist, 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 IV
REPRESENTATION

4.1 - The Union shall be represented in all negotiations by a Bargaining Committee of the Union and/or a representative from the POAM.

4.2 - 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.

4.3 - The Employer and Union shall be limited to no more than four (4) members 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 two (2) members of the Union shall be on duty at any bargaining session.

4.4 - All employees shall have the right to be represented by the Union and/or President or his/her appointed representative at all disciplinary conferences or procedures. Written notification within 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 V
UNION SECURITY AND DUES CHECKOFF

5.1 - 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.

5.2 - The County will only deduct appropriate amounts from those employees on the payroll for any particular month.

5.3 - 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.

5.4 - 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.

5.5 - 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 reason(s) stated therefore, that the remittance is incorrect.

5.6 - 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.

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

5.8 - 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 an employee who elects to cease being a member of the union, 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 VI
NO STRIKE CLAUSE

The Union agrees that neither the Union, its agents, nor its members or employees in its bargaining unit 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 VII
UNION MEMBERSHIP

7.1 - 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.

7.2 - 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.

7.3 - 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.

7.4 - 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.

7.5 - If any provision of the Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

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

8.1 - 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.

8.2 - While the Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to it, 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.

8.3 - 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.

8.4 - 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 employment.

8.5 - 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 IX **UNION BUSINESS**

9.1 - 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.

9.2 - 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.

9.3 - 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.

9.4 - 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.

9.5 - 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 X
DISCIPLINARY PROCEDURE

10.1 - 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 a Union Representative is not available. Employees called into work for the purpose of a disciplinary hearing shall not receive call-back pay for the time spent during the disciplinary hearing.

10.2 - 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.

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

10.4 - 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.

10.5 - 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.

10.6 - Any employee may refuse to take a polygraph or lie detector examination.

10.7 - The Union and Employer agree that disciplinary actions are confidential and the parties agree to maintain the confidentiality of any disciplinary action, whenever possible. This section shall be construed in conjunction with Section 33.7.

ARTICLE XI
GRIEVANCE PROCEDURE

11.1 - 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.

11.2 - 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.

11.3 - 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, be reduced 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 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: Failing to resolve the grievance in Step 3, the Union may, within ten (10) days of receipt of the County Executive's disposition, submit the grievance for mediation with the Michigan Department of Labor, Mediation Section or the Union may waive this step and proceed to Step 5 within said ten (10) days.

Step 5: If either party is unsatisfied with the answer given in Step 4, or if Step 4 is waived either party may within twenty (20) days of receipt of the answer in Step 4 submit the grievance for arbitration to the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission or the American Arbitration Association. The arbitrator shall be selected in accordance with the then applicable rules of the agency selected.

11.4 - 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 Union.

11.5 - Grievance 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 such extension which may be agreed to, shall be automatically closed.

11.6 - 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.

11.7 - 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.

11.8 - 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.

11.9 - 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.

11.10 - Days as used throughout this Article XI shall exclude Saturdays, Sundays and holidays.

ARTICLE XII
SENIORITY

12.1 - Seniority of a new employee shall be commenced after the employee has completed his probationary period of two hundred sixty (260) work days 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. The two hundred sixty (260) work days probationary period may be extended for sixty (60) work days by mutual agreement between the Union and the Sheriff. An employee's absence from work for any of the two hundred sixty (260) work days shall have his/her probationary period extended until he/she works the two hundred sixty (260) work days.

12.2 - Any employee hired on or after July 1, 1982, shall acquire seniority only as a correctional facility officer or records specialist.

(1) Any employee hired on or after July 1, 1982, shall be advised at the time of hire that he/she is being hired as a correctional facility officer and that he/she will accrue seniority only in the capacity in which he/she was hired.

(2) Nothing herein will or is intended to prevent the Employer from temporarily assigning any employee, including those hired on or after July 1, 1982, to work in another classification.

12.3 - 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 working days 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, return receipt requested, to the employee at his/her last known address, with a copy to the President of the Union, 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 guilty 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) He/she intentionally falsifies his/her employment application record.
- (8) Failure to return to work from layoff as set forth in the recall procedure.

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

12.5 - If a member of this bargaining unit is promoted to a position above the rank of sergeant, he/she shall continue to acquire departmental seniority for layoff purposes only. In the event of demotion to a rank within the bargaining unit, said demoted employee shall have such seniority as he/she had at the time he/she left this bargaining unit.

12.6 - CFO Sergeants shall have separate seniority lists for the purpose of vacations and shift preference.

ARTICLE XIII JOB VACANCIES AND JOB ASSIGNMENTS

13.1 - Job vacancies, and certain newly created positions shall be filled upon the basis of seniority, previous job performance, written examination and relevant specialized education. Whenever a seniority employee applies for a vacancy in higher paying classification for which a written examination and oral interview are required, said employee shall be entitled to receive seniority points in accordance with paragraph 17.6 of this Agreement. By the insertion of court officer position, neither party is waiving its right to claim that such a position or function should or should not be performed by bargaining unit members. Notwithstanding any contrary provision in this Agreement, Court Officer and Court Security Officer assignments shall be filled by employees who post for the position appearing before an oral interview board of three (3) individuals, at least one of which shall not be a County Sheriff employee. A list shall be made

and posted after the interview. The Sheriff shall select from the top three employees on the resulting interview list. The decision of the Sheriff shall be final and binding and shall not be subject to the grievance procedure.

13.2 - Shift assignments and choice of vacations shall be on a seniority basis.

13.3 - All employees will be entitled to shift preference selection based on seniority as of April 1 (starting 1992) and October 1 (starting 1991) of each year.

(1) Any employee desiring a shift change within his or her classification shall submit a letter to the division commander and the Sheriff requesting a change at least thirty (30) days prior to the requested change date.

(2) All shift changes shall be granted unless the shift change interferes with the proper operation of the Department.

13.4 - **POSTING**

When a job vacancy is being filled in any department, the Employer will post a notice on the bulletin board giving all employees an opportunity to make application for the job by filling out the appropriate application forms. All employees who are on sick leave, vacation, or other leave at the time of posting shall be eligible to apply.

13.5 - **NOTICE**

Notice of a job vacancy shall be posted for a period of ten (10) calendar days. The notice will show the classification and rate of position.

13.6 - **ASSIGNMENT OF JOB**

All posted vacancies shall be assigned to the successful bidder within ten (10) days of the closing of the job posting. The successful applicant will then be notified of the date his/her new assignment shall commence and the results of the job posting shall also be posted.

13.7 - **TEMPORARY ASSIGNMENTS**

During the bidding period, the Employer may make a temporary assignment not to exceed sixty (60) days to fill the posted vacancy from within the bargaining unit.

13.8 - **TEMPORARY EMPLOYEE**

Notwithstanding any contrary provision of this Agreement, the Employer reserves the right to hire temporary employees to perform bargaining unit work. Temporary employees shall not be covered by the terms of this Agreement. Temporary employees shall not be used when there are bargaining unit members on layoff in the same classification. The Employer will not refuse to fill a vacant position by utilizing a temporary.

Temporary employees can not be utilized to augment the work force.

Temporary employees will not be used for overtime unless all available full-time employees turn the overtime down. However, the Employer may use temporary employees before any full-time employee is ordered to work.

Temporary employees will not accrue seniority until they become full-time employees.

Upon prior notification, a vacancy created by a bona fide illness, disability or other valid reason causing a correctional facility officer to be absent from duty for over ninety (90) days shall be filled on a seniority basis, in accordance with Section 16.2.

ARTICLE XIV
LAYOFF/RECALL

14.1 - 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 of seniority.
- (4) The Employer agrees to give thirty (30) calendar days' notice to any employee and the Union of a proposed layoff.
- (5) There are no bumping rights. Therefore, in the event of layoff, there is no bumping between classifications.

14.2 - RECALL

The order of recall shall be by seniority and in the inverse order of layoff and subject to the same conditions as 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 XV
MISCELLANEOUS PROVISIONS

15.1 - ASSIGNMENT EXCHANGE

Employees may, with the authorization of the Sheriff or his/her designee, exchange day or shift assignments. A written notice of the exchange will be submitted sixteen (16) hours in advance of the day to the shift commander and Sheriff. Assignment exchange may only be permitted if it does not create overtime.

15.2 - CONTRACT PRINTING

The County agrees to provide each unit member with a printed copy of the contract within sixty (60) days of the signature date. Said copies shall be signed for by each employee.

15.3 - SHIFT COMMANDER

There shall be a Shift Commander on duty for all scheduled shifts with the rank of Sergeant.

15.4 - 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 which may be required to perform his/her assigned job, and/or for personal safety.

15.5 - 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. This increase shall take effect after execution of the Contract by the parties. In order for the employee to be reimbursed, a receipt must be provided within thirty (30) days of the expense.

15.6 - ANNUAL PHYSICALS

The Employer and the Union agree that each employee shall be required to undergo a complete annual physical examination by the County Physician or Wellness Center. It shall be the responsibility of each individual employee to schedule and complete his or her own physical examination during the year in accordance with the following schedule:

January - March	Employee's Last Name Beginning A-F
April - June	Employee's Last Name Beginning G-L
July - September	Employee's Last Name Beginning M-R
October - December	Employee's Last Name Beginning S-Z

Should the employee desire to undergo a physical examination by their own physician at their own expense, if not covered by insurance, in lieu of the County Physician or the Wellness Center, they should obtain the county physical examination forms, and after completion by their physician, the forms should be forwarded to the Bay County Physician for his review. The results of all physical examinations shall be held in confidence by the Personnel Director and the Sheriff, and the information contained therein released on a "need to know only" basis. Any employee who fails to set up and complete his or her physical examination either by his/her own physician or through the County Physician, shall be subject to disciplinary action. If the employee fails to obtain a physical he/she shall be given a thirty (30) day notice to attain a physical before any disciplinary action is taken. The Sheriff may take appropriate action based upon the physical exam results.

15.7 - FIREARMS QUALIFICATION

All CFO's hired subsequent to January 1, 1988 shall be required to qualify with a department approved firearm as part of his/her job assignment. Anyone who does not qualify shall be reviewed in a case by case basis for a possible exemption. All CFO's shall qualify in accordance with the Department's established qualification procedures as follows:

All personnel who carry firearms in the performance of his/her duty shall meet the standards for qualification set forth by the Sheriff. Personnel must meet the standards for qualifications with each firearm they carry while on duty.

No Correctional Facility Officer will be permitted to carry a weapon while on duty they are not qualified with, and the minimal acceptance performance will be seventy percent (70%) of the total possible score. A pass/fail performance level scoring method may also be used at the discretion of the Sheriff.

If a corrections officer cannot meet minimum firearm qualifications he/she shall apply to the Firearms Review Board for a waiver.

The Firearms Review Board shall consist of the following members:

- (1) Chief Firearms Instructor: Chairman
- (2) Corrections Officer firearm instructor
- (3) Union Representative

After reviewing a written request from the corrections officer a hearing will be held by the Review Board. The officer requesting the waiver will be present and a hearing conducted.

The Review Board will make a written recommendation to the Sheriff as to whether the waiver request will be denied or approved. Approval will require a majority vote.

Upon receipt of a written report from the Review Board the Sheriff will deny or approve the waiver in writing to the employee.

15.8 - NOTICE OF CHANGE

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

15.9 - AMMUNITION

As part of the continuing effort by the Employer and the Union to maintain the highest of professional standards in service to the public and to maintain an excellent level of proficiency in the use of firearms, there will be provided upon request ammunition for training qualification by the Employer, as determined by the Sheriff to each employee for training purposes; provided, however, that prior to the receipt of such ammunition, it shall be the obligation of the officer to turn in the spent brass from his/her previous supply of ammunition. Such ammunition to be used only at a range authorized by the Employer.

15.10 - 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 XVI
SAFETY CLAUSE

16.1 - It shall be the duty of the Employer to insure compliance with safety requirements for employees covered under this contract.

16.2 - **MINIMUM STAFFING**

There shall be at least six (6) CFO's on duty on each shift, at least one (1) of which must be a male and one (1) a female. At least two (2) males and two (2) females must be assigned to each shift. Included in said minimum manpower shall be at least one (1) CFO Sergeant per shift. The remaining personnel shall select shifts by seniority regardless of gender.

Minimum staffing levels may change if required by the Michigan Department of Corrections.

16.3 - **SUPERVISORS**

Supervisors, while serving at the rank above Sergeant, 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.

16.4 - **AUXILIARY OFFICERS AND PART-TIME EMPLOYEES**

Auxiliary officers shall not perform the duties of a full-time officer except in the case of civil disorder or disaster. In which event, said auxiliary officer shall serve under the command of a member of the bargaining unit. Members of the bargaining unit shall have the right to refuse to work with an auxiliary officer except in the case of civil disorder or disaster, without being subject to disciplinary action. The Employer may use part-time employees to perform bargaining unit work, however, part-time employees cannot replace full-time open positions, but may augment the work force.

ARTICLE XVII
PROMOTIONS

17.1 - **PROMOTIONS**

The parties agree that promotions shall be based on the outcome of the appropriate exams.

17.2 - **EXAM ANNOUNCEMENT**

There shall be a minimum of thirty (30) days' notice for all written exams.

(1) The exam notice shall state job classification and description. There shall also be a separate promotional list for each rank position along with a separate eligibility list.

(a) The rank positions shall be as follows:
Sergeant I Correctional Facility Officer
Sergeant II Correctional Facility Officer

(b) Eligibility lists shall be valid for one (1) year from the date of the written exam.

(2) Resource material for all written exams shall be noted at the time of posting.

17.3 - ELIGIBILITY

(1) SERGEANT CANDIDATES

No employee shall be allowed to take the test for Sergeant I unless he/she has completed three (3) years as CFO, with the Bay County Sheriff's Department, and for Sergeant II, three (3) years as CFO with the Bay County Sheriff's Department, and has been appropriately certified to work for that division before the date of the exam.

(2) ALTERNATE ELIGIBILITY WHEN NO ONE QUALIFIES

In the event no eligible seniority employee qualifies for a promotion within his/her classification (CFO), the Sheriff may allow a seniority employee who has completed his/her probationary period with the Bay County Sheriff's Department and who has previously been employed within that classification (CFO) for three (3) years or more in a comparable police department or departments to take the Sergeant I or Sergeant II examination.

17.4 - WRITTEN EXAM

A grade of seventy-five percent (75%) correct shall be minimal for passage of the written exam.

(1) Answers on the question exam shall be scored by percentage. All questions answered correctly equals one hundred percent (100%). This amount multiplied by fifty percent (50%) produces the score for a written exam. (Maximum score is fifty (50) points).

(2) Viewing of exam - all members will be allowed to see his/her corrected exam.

17.5 - ORAL

An oral board shall be appointed by the Employer consisting of Law Enforcement members not connected in any way with the Bay County Sheriff's Department. The Sheriff is also excluded. The minimum passing grade for the written examination shall be 75%, exclusive for points added for seniority.

(1) The oral board shall score on a percentage basis with a perfect score being one hundred percent (100%). This percentage score is then multiplied by thirty (30). This then becomes the score for the oral exam. Maximum score is thirty (30) points.

(2) The oral exam shall be given before written tests are corrected.

17.6 - SENIORITY

For each full year of service in the Bay County Sheriff's Department, one-half point shall be added for each of the first twenty (20) years of service. This section has a 10-point seniority maximum.

17.7 - SUMMARY OF TOTAL SCORING

Written	- 50 percent	-	maximum 50 points
Oral	- 30 percent	-	maximum 30 points
Seniority	- 5/10 per year	-	maximum 10 points

17.8 - METHOD OF APPOINTMENT

The Sheriff shall make his/her promotional selection from among the three highest-scoring candidates.

In the event of a tie (the total score between two or more candidates), the tie shall be determined in favor of the highest rating in the following order:

Written Exam
Seniority
Oral Exam

17.9 - TRIAL PERIOD FOR PROMOTIONS

Any employee who is promoted shall be on trial for a six month period from the date of his/her promotion. During this trial period, the employee shall have the opportunity to revert to his/her former classification and commensurate pay rate or the Sheriff may require the employee to revert back to their former position and commensurate rate of pay without loss of seniority, if deemed unsatisfactory in the new position.

ARTICLE XVIII
HOLIDAYS

18.1 - Effective January 1, 1988, the County agrees the following holidays shall be paid for:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Friday following Thanksgiving
Labor Day	Christmas Eve Day
	Christmas Day

In addition to these holidays, any full-time employee assigned as a Records Specialist shall be paid for scheduled holidays for which the Bay County Building is closed to the public.

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

18.3 - PERSONAL HOLIDAY

Each member of the bargaining unit shall be entitled to 32 hours of personal holidays. Request for the taking of a personal holiday shall be given to the Sheriff or his/her designee at least twelve 12 hours prior to the taking of the personal holiday, if at all possible. Personal days shall be taken in four (4) hour blocks. The Sheriff shall grant the request, unless in the opinion of the Sheriff, it would materially affect the operation of the Department.

18.4 Any employee working a regularly-scheduled shift on a recognized paid holiday shall be paid as: Hours worked, hours paid.

18.5 - An employee who does not work on a holiday will be paid eight (8) hours at his/her straight-time base rate provided, however, that the employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

18.6 - An employee who works on any of the holidays designed herein will receive twelve (12) hours' pay at his/her straight-time base rate plus:

- (1) Time and one-half for all hours worked which fall within his/her regularly scheduled hours of work for that day.
- (2) Double and one-half time for all hours worked which are before or after his/her regularly scheduled hours for that day.

18.7 - Whenever a holiday falls on an employee's regularly scheduled work day, said employee shall work the holiday. Said employee, however, shall have the right to trade shifts with another employee with approval of the Sheriff or Shift Commander.

18.8 - Whenever one of the designated holidays fall 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.

18.9 - Court officers shall have as his/her holidays all days the Court is officially closed.

ARTICLE XIX **SICK LEAVE**

19.1 - ACCRUAL

An employee shall accrue sick leave on the basis of eight (8) hours for each month of service up to nine hundred sixty (960) hours of unused leave. For purposes of interpreting this section, a month of service will be allowed for any month in which at least eleven (11) days are worked. For each eight (8) hours accrued over nine hundred sixty (960) hours, the employee shall be credited for four (4) hours vacation. On the effective date of this contract any employee who has accumulated in excess of nine hundred sixty (960) hours shall have his/her accumulation frozen. Effective January 1, 1997, the maximum days shall be increased to nine hundred sixty (960) hours.

19.2 - PROOF OF ILLNESS

It is intended that sick leave shall only be used for bona fide illnesses and disabilities. (This section also includes disability leaves.) If the Employer has reasonable cause to believe that an employee is abusing sick time, the Employer may require an employee to provide medical verification from a physician that the employee was ill or disabled. This may include a requirement for examinations by a doctor selected by the Employer. Falsification of such medical verification shall subject the employee to discipline by the Sheriff.

The above medical certification includes any time an employee states he/she cannot work overtime due to illness or injury.

19.3 - The Employer will pay one-half of the employee's accumulated sick leave upon the occurrence of any of the following:

- (1) Any employee who is eligible for retirement and retires from County service and is entered on the retirement or pension roll of the County or any employee who leaves the County's employ having attained the age of sixty (60)

years shall be paid for one-half of his/her unused sick leave at the time of departure. The estate of an employee who dies while employed by the County shall, upon death of the employee, be paid for one-half of his/her unused sick leave on record at the time of death.

(2) Any employee who resigns the employ of the County after eight (8) years of continuous service with ten (10) working days' notice shall receive one-half of all accumulated sick leave days up to the maximum accumulation of one hundred twenty (120) days i.e. sixty (60) days total payout [unless, pursuant to 19.1 above, the employee has more than one hundred twenty (120) days, in which case he shall receive one-half of that greater amount].

(3) In the event an employee should accrue more than one hundred twenty (120) days of sick leave at the end of any calendar year, he/she shall be granted one-half of this excess sick leave accumulation to his/her vacation time available in the following year.

19.4 - Up to twenty-four hours of accumulated sick leave per year may be used for serious illness in the employee's immediate family.

19.5 - MEDICAL DISPUTE

The Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties; or (2) on return from any kind of leave of absence. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of examination, the Employer shall take appropriate action.

ARTICLE XX
MATERNITY LEAVE

Maternity leave shall be treated as any disability leave.

ARTICLE XXI
LEAVES OF ABSENCE

21.1 - PERSONAL LEAVE

Upon written request, an employee may be granted a leave of absence by the Employer, without pay or benefits, not to exceed one (1) year in duration.

21.2 - MILITARY LEAVE

The County shall observe provisions of the Federal regulations regarding re-employment rights and leaves of absence in accordance with the Military Selective Service Act of 1957, as amended.

21.3 - JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least two (2) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

21.4 - LEAVES/SENIORITY

Seniority shall not accrue during any unpaid leave of absence, except as provided in subparagraph 7.

21.5 - POLITICAL LEAVE

An employee elected or selected for a full-time public office or Union office shall upon prior written application be granted a leave of absence without pay or benefits for up to four (4) years while he/she holds public office or Union office. Any employee who is elected to an office less than full-time is free to do so, but the elected office must not interfere with County employment.

21.6 - BENEFIT FREEZE

All accrued benefits frozen at the time of said leave except vacation which shall be utilized prior to being placed on unpaid leave shall be available upon return. Any employee on such unpaid leave may, at his/her option, continue the medical insurance program at the employee's expense.

21.7 - In the case of unpaid leave of absence for serious illness, upon written confirmation of a serious illness by the attending physician and/or County physician, hospitalization and insurance payment shall be continued for a period of one (1) year (or longer if approved by the Employer) for the employee and medically eligible dependents, providing all insurance requirements are met. When this coverage is in effect, seniority will accrue to the involved employee.

21.8 - At the termination of a leave of absence, the employee will be returned to work and, if possible, at the same or similar job held immediately prior to the leave. If such job is not available, the employee will be offered such job as may be available for which he/she is duly qualified. In the event no job is available, said leave will be extended until the Employer has a position to offer for which the employee is qualified. Seniority shall be part of the determination of job availability.

ARTICLE XXII
FUNERAL LEAVE

22.1 - In the event of death in the employee's immediate family (i.e., daughter-in-law, son-in-law, grandchild, parent, grandparent, parent of a current or deceased spouse, brother, sister, brother-in-law or sister-in-law), the employee, upon request, will be excused two (2) days or twenty four (24) hours immediately surrounding the date of service, provided he/she attends the funeral. For the death of a spouse or child, the employee shall have forty (40) hours under the same terms and conditions noted above.

22.2 - An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he/she would have earned by working during straight-time hours on such scheduled days of work for which he/she was excused.

22.3 - In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, no more than twenty four (24) or forty (40) hours if a spouse and child, normally scheduled work days shall be excused with pay.

22.4 - In the event of an employee's grandparent-in-law or grandchildren-in-law, eight (8) hours paid leave will be allowed.

22.5 - Other benefits shall continue to accrue and be paid as provided in this Agreement while an employee is on funeral leave.

22.6 - Additional paid time may be granted for extenuating circumstances at the discretion of the Employer. The total of all leave shall not exceed forty (40) hours.

22.7 - Upon request, the Employer agrees to release two (2) employees on paid leave for the purpose of attending the funeral of a Michigan corrections officer killed in the line of duty. The paid leave not to exceed eight (8) hours.

ARTICLE XXIII **PROBATIONARY PERIOD**

23.0 - All employees shall be considered probationary employees until the employee has completed one (1) year of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not 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 of 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 XXIV **VACATIONS**

24.1 - Each employee shall accumulate twelve (12) vacation days (twelve (12) paid working days) each year. Vacation leave is earned from commencement of employment. Vacation for an employee with less than one-year seniority shall be based on one (1) day per month.

24.2 - All vacation and/or pay for vacation will be waived in the event of discharge, during the probation period only.

24.3 - In addition to regular vacation, merit vacation is credited for consecutive years of service as follows:

1 year	12 days
2 years	12 days plus 1 merit day

3 years	12 days plus 2 merit days
4 years	12 days plus 3 merit days
5 years	12 days plus 4 merit days
6 years	12 days plus 5 merit days
7 years	12 days plus 6 merit days
8 years	12 days plus 7 merit days
9 years	12 days plus 8 merit days
10 years	12 days plus 9 merit days
11 years	12 days plus 10 merit days (maximum)

24.4 - Recognized County holidays falling within the vacation period are not considered vacation days.

24.5

(1) Vacation may be taken in any unit from four (4) hours up to the maximum accumulated for that year, subject to scheduling between the Employer and the Union. Vacation shall be scheduled by seniority. The vacation schedule is shown in quarters: the first and fourth are the winter section, and the second and third are the summer section. Each person shall pick no more than one (1) slot (one week) in the winter section, and one slot (one week) in the summer or one two (2) week pick in one section, on each rotation of the schedule. No more than one (1) CFO, Court Officer and Shift Commander shall be on vacation at the same time, from the same shift. Any vacation time not scheduled by March 1 will be on first request basis. Four (4) hours vacation blocks will be scheduled no more than one (1) month in advance, and no less than sixteen (16) hours notice to your shift commander. The vacation schedule will be out by December 2 of the previous year.

(2) The Records Specialists may take vacation in one (1) hour or more increments upon prior approval of his/her supervisor.

24.6 - Employees may, at their option, accumulate vacation up to and including thirty (30) days provided that all employees must take at least eighty (80) hours each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

24.7 - No employee shall lose accumulated earned vacation except as stated in Section 24.2. Vacation over thirty (30) days shall be reimbursed by the County, in full, at the end of the year.

ARTICLE XXV
HEALTH AND BENEFITS

25.1 - LIFE INSURANCE

The Employer will provide a Fifteen Thousand and No/100 (\$15,000) Dollars double indemnity life insurance policy for each employee. In order to qualify, the employee must be able to meet insurance company requirements. Effective sixty (60) days after the execution of this Agreement in 2007, the County will provide a Thirty Five Thousand and No/100 (\$35,000) life insurance policy for each full-time employee.

25.2 - HEALTH INSURANCE

(1). MEDICAL AND HOSPITALIZATION INSURANCE

The COUNTY will provide Blue Cross Blue Shield of Michigan (BCBSM) Preferred Provider Organization (PPO) with dental, vision and orthodontic riders.

The Employer may use or substitute other health insurance companies which provide comparable coverage for any or all of the health insurance component coverage (medical, prescriptions, dental, vision).

The Employer will notify the Union immediately of any change or proposed change in health insurance carriers or covered benefit levels.

Bay County will continue to assess no more than 15% of the health care costs to employees during the course of this collective bargaining agreement.

(2). PAYMENT IN LIEU OF HEALTH INSURANCE COVERAGE

Any active unit member who is eligible, but chooses not to participate in the medical/hospitalization insurance package, who has health insurance coverage from another source and who signs a waiver from the Employer, shall be paid an annual amount of One Thousand Eight Hundred and No/100 (\$1,800) Dollars. The annual payment will be paid in equal amounts over twenty-six (26) pay dates in a calendar year. An employee who elects Payment in Lieu of Health Insurance Coverage after January 1 of any year, shall be paid a pro-rata amount of the \$1,800 in the same manner as described in the previous sentence with the amount calculated based on the number of full months remaining in the calendar year after the date of the election (example: employee hired June 15, will be entitled to \$900 for that year effective July 1). An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director and approval by same. Said employee shall be entitled to a pro-rata payment in lieu of health insurance to the date the employee becomes covered by the Employer's medical/hospitalization plan calculated in the same manner as described above for new hires.

Any employee who elects Payment in Lieu of Health Insurance Coverage may elect at the same time to be enrolled in dental and/or vision coverage. The amount the employee will receive for Payment in Lieu of Health Insurance will be determined by deducting the cost of the dental and/or vision coverage from \$1,800 (example: On January 1 employee elects family dental coverage for which the annual cost is \$1,200, the employee will be paid \$600 cash in lieu of health coverage). For elections made after January 1 of any year, the Payment in Lieu of Health Insurance and the cost of the dental and/or vision coverage shall be pro-rated.

(3) METHOD OF COMPUTING EMPLOYEES' SHARE OF PREMIUMS

For the duration of this contract, employees' contributions shall be fifteen percent (15%) of the rates that are developed based upon the preceding calendar year's actual cost of the Blue Cross Blue Shield Self-Insured Administrative Services Contract (ASC). In the event that any component of the health insurance benefit (medical, prescription drugs, dental, vision), can be provided by an alternate carrier or if a program is, with one or both actions being implemented only to enhance cost savings, the employees' contributions shall be fifteen (15%) of the rates that are developed based upon the preceding calendar year's actual cost of all programs combined.

(4) RETIREES

Effective upon execution of this agreement by the parties in 2003, retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO health plan without dental and vision; retirees' contributions toward the cost of health insurance shall be calculated using the same formula as that used for employees, as described in Section III above.

The County shall provide paid health care benefits for the retiree's current spouse (at time of employee's retirement) in an amount equal to 50% of the difference between the premium required to purchase employee/one dependent coverage and the premium for employee only coverage. Retirees can elect to cover eligible dependent children with the cost to cover eligible dependent children to be paid 100% by the retiree.

Health care benefits for an eligible spouse shall be paid for, under the terms provided in the preceding paragraph for as long as retirement benefits are being paid to the retiree or in the event of the retiree's death, the spouse remains eligible for health care benefits for as long as he/she receives a Bay County pension as a beneficiary.

Effective for employees hired on or after January 1, 2007, the employer paid portion of retiree and retiree spouse health insurance will be in accordance with the following schedule:

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%
17	80%	0%
18	80%	0%

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
19	80%	0%
20	85%	15%
21	85%	15%
22	85%	15%
23	85%	15%
24	85%	15%
25	85%	40%
26	85%	40%
27	85%	40%
28	85%	40%
29	85%	40%
30	85%	50%
31	85%	50%
32	85%	50%
33	85%	50%
34	85%	50%
35	85%	50%
36	85%	50%
37	85%	50%
38	85%	50%
39	85%	50%
40	85%	50%

*FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. However, if the retiree's health insurance through another Employer ceases or if covered by his/her spouse's health insurance and the benefits cease or are not comparable with the Bay County Health Insurance

Plan the retiree and his/her spouse shall have the right to revert to the County of Bay Health Insurance Plan during any annual open enrollment period or by submitting a completed enrollment forms within thirty (30) days of the occurrence. In the event of the death of the retiree, the deceased retiree's spouse who was otherwise previously qualified shall have the right to revert to the County of Bay Health Insurance Plan provided he/she continues to receive a Bay County pension as beneficiary of the deceased retiree.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare Parts A and B or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverage or benefits referred to are changed, the replacement programs shall apply to the above replacements.

Eligible Retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

Without impacting the other applicable provisions of **Article XXV**, the Employer agrees to add certain provisions to the current BCBS Community Blue PPO plan.

This subsection eliminates the deductible and percent co-pay requirements from screening mammography services provided by PPO network providers.

This subsection adds adult immunizations approved by BCBS under this additional benefit rider as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics when provided by participating provider.

This subsection eliminates the cap, so that all preventive services as dictated by the BCBS coverage become covered at 100% up to the plan limits without a cap on the maximum dollars spent in this category.

The Employer may use or substitute other health insurance companies which provide comparable coverage.

(5) HEALTH CARE – EMPLOYEES HIRED AFTER JANUARY 1, 2012 ONLY

This Section supersedes any other provision of this collective bargaining agreement which is in conflict with it for employees hired after January 1, 2012. Similarly, those other

provisions of the collective bargaining agreement which are not in conflict with this section continue for all employees.

Employees hired after January 1, 2012 will, if otherwise eligible, become covered for health care benefits on the first of the month following the month in which hired.

Such employees shall not be eligible for County-provided health care in retirement.

(6) PRESCRIPTION DRUG PLAN

Effective January 1, 2012, the County will provide a prescription drug plan which follows the following co-pay arrangements:

Covered OTC drugs (With doctor's Rx)	\$0
Generics	\$0 - \$10
Name Brand- Preferred	\$30
Name Brand – Non-Preferred	\$50
Bio-Tech (over \$1,000 and injectable)	\$100 minimum, \$200 Maximum Plus relinquishment of any coupons issued.

(7) INCENTIVE PROGRAM FOR COST REDUCTION

Both the County and the employees have an interest in working on containing health care costs. One area that can bear results is in prescription drug costs. In addition to supporting education for all employees on cost containment, and making switches to less costly prescriptions where medically feasible, an incentive program for all covered employees has been developed.

Accordingly, the parties have agreed on an incentive plan which is beneficial to both employees and the County. The incentive payout level will be determined for the following year based on Blue Cross Blue Shield (BCBS) projections for this area, usually published in the fall of the current year. For example, the projection for 2014 increases will be published in the fall of 2013. For 2015, the projections will be published in the fall of 2014, and so on.

2014: In the event that the rate of increase of the cost of the prescription drug plan for 2014 is less than one half of the BCBS projected increase for 2014, which is projected to be a 10.98% increase, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2015. Therefore, if the increase is below 5.49% above the previous year, a payout will occur. Such payout will be into the regular payroll check.

2015: In the event that the rate of increase of the cost of the prescription drug plan for 2015 is less than one half of the BCBS projected increase for 2015, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2016. Such payout will be into the regular payroll check.

2016: In the event that the rate of increase of the cost of the prescription drug plan for 2016 is less than one half of the BCBS projected increase for 2016, all of the savings below that amount shall be equally divided among all employees enrollment in the plan as of January 1, 2017. Such payout will be into the regular payroll check.

As an example, BCBS predictions for Rx increase is 9.0% rate increase for 2014, pay incentive for anything less than 4.5% increase in 2014).

Example Only (BCBS projections are not yet published for 2014)

BCBS Prediction for 2014	2014 actual	Pay
9.0%	2%	2.5% of total cost of Rx
9.0%	0%	4.5% of total cost of Rx
9.0%	-10.0%	14.5% of total cost of Rx

25.3 - SICK AND ACCIDENT INSURANCE (NON-DUTY RELATED)

The Employer shall provide Sickness and Accident Insurance for eligible employees. Insurance shall become operative on the 31st calendar day after occurrence, and it shall provide payment of seventy-five percent (75%) of employee's regular base rate of pay up to a maximum of Three Hundred Sixty-Five and No/100 (\$365) Dollars weekly for a period not to exceed fifty-two (52) weeks for any one disability and under the conditions of insurance company policy. Benefits to be decreased by any amount collectible from state or federal government sources or County self-insured conditions which will be the same as was formerly provided in Crown Life Insurance Company policy.

Effective January 1, 1997, employees hired after January 1, 1997, shall become eligible to apply for sick and accident coverage after 365 days from date of hire. Employees hired prior to January 1, 1997, are eligible to apply for sick and accident insurance from date of hire.

Effective upon execution of this Agreement by the parties in 2001, the maximum paid shall be increased to Three Hundred Ninety-Five and No/100 Dollars (\$395) except that effective after this contract is executed employees shall have the option to augment "Sick and Accident" insurance by using their accumulated vacation, sick, or personal time to a maximum of seventy-five percent (75%) of their regular base rate of pay.

25.3.1 - BENEFITS WHILE OFF

While on sick or injury leave (not duty related), employee shall use his/her accumulated sick leave and be carried as working and shall accrue all benefits for ninety days (accrued sick days, vacations, longevity, uniform maintenance allowance, except that uniform maintenance allowance and gun allowance shall not be paid for any extended sick time over thirty (30) days).

25.4 - LINE OF DUTY DISABILITY

When an employee is injured or incapacitated during the course of his/her employment, he/she shall receive such pay for lost time as provided under the Workers' Compensation Disability Act. When no dispute is filed, or when a decision is issued, the County will pay a supplemental compensation equal to eighty-five percent (85%) of his/her regular base pay coordinated under the Act, at the time such workers' compensation benefits are paid, from the employee's accumulated sick leave, if any, upon request of the employee.

25.5 - This amount will also be decreased by any additional compensation available by other County paid insurance provisions such as automobile "no fault."

25.6 - If an employee is unemployable due to line of duty disability for a period of one (1) year or more, he/she will be placed on line of duty retirement in lieu of these provisions. If an employee elects not to accept disability retirement, no further payments will be made under provisions of this article.

25.7 - PHYSICAL EXAMS

All tests shall be conducted under the authority of the Employer. It is mutually agreed that all tests will be conducted, where possible, during employee's normally scheduled working hours. In case of third shift employees, they shall be paid one (1) hour to schedule and conduct the test on his/her off duty time.

25.8 - It is further understood that x-rays, EKG, and blood tests might have to be conducted at different times and places.

25.9 - Results of physical examination shall be available to the employee or his/her doctor upon request.

25.10 - If the physical exam results in any symptom of a disqualifying nature, it shall be reported to the Union within ten (10) calendar days of receipt of results of exam.

25.11 - Within ten (10) days of Union's receipt of this information, a conference shall be held between Union and Employer for the purpose of discussing and attempting to resolve any problems arising as a result of a disqualifying physical.

25.12 - BENEFITS - DUTY CONNECTED

While off work as a result of a duty-connected injury or a duty-related illness, employees shall not be charged sick time. (Duty-related illness must be as defined by Michigan Workers' Compensation Commission).

25.12.1 - If a member is off for one hundred eighty (180) days or less, he/she shall receive all benefits (accrued sick days, vacation, longevity, uniform, and cleaning allowance, etc.).

25.12.2 - When a member is off for over one hundred eighty (180) days and less than three hundred sixty-five (365) days, a member shall receive all accrued benefits except uniform allowance and cleaning allowance (accrued sick days, vacation, and longevity). All benefits such as, but not limited to, sick leave, vacation, longevity and health insurances shall end after 365 days, except disability retirement benefits.

25.13 - All employees covered by the terms of this contract shall be afforded the opportunity of the following health program, paid for by Employer, once each year:

- (1) chest x-ray
- (2) tuberculin tests
- (3) visual and audio examination
- (4) small pox vaccination
- (5) tetanus toxoid series or booster
- (6) influenza immunization
- (7) diphtheria series or booster
- (8) polio series or booster
- (9) Hepatitis B vaccination for employees who need such vaccination as determined by the County physician.

25.14 - Workers Compensation will be in accordance with the Workers Compensation Statutes. Employees may augment Workers Compensation payments by up to five percent (5%) by utilization of accrued sick leave.

ARTICLE XXVI **UNIFORMS AND MAINTENANCE**

26.1 - The Employer will provide uniforms and other articles of clothing which the Employer requires employees to wear when on duty. The Employer shall issue one pair of Kevlar gloves to a correctional officer. The Employer shall repair or replace issued Kevlar gloves as needed. An annual allowance of Four Hundred Fifty Dollars (\$450) will be paid to each uniformed officer for the purpose of cleaning and maintaining uniforms and including the purchase of required footwear (shoes). These amounts are to be paid in two (2), pro-rated to the date of hire semi-annual payments, during the months of June and December. Upon termination of employment with the Employer, he/she will receive the earned pro-rata share of this allowance.

ARTICLE XXVII **LEGAL COUNSEL: LIABILITY INSURANCE**

27.1 - 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.

27.2 - 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.

27.3 - The coverage provided by such insurance shall be in an amount no less than Fifty Thousand and No/100 (\$50,000) Dollars for each person or One Hundred and No/100 (\$100,000) Dollars for each incident or an aggregate of Five Hundred Thousand and No/100 (\$500,000) dollars, and shall include the costs of defense, including attorney fees.

ARTICLE XXVIII
EDUCATIONAL TRAVEL AND EXPENSES

28.1 - The Employer shall pay in advance the tuition and necessary expenses for enrollment in any job-related educational courses taken by the employee with prior approval of the Sheriff and the Ways and Means Committee. Any employee failing to complete or receive a passing grade upon completion of a voluntary course shall reimburse the Employer for all expenses incurred by the Employer, which reimbursement, at the option of the Employer, could be through payroll deduction.

28.2 - The Employer shall pay the tuition and related necessary expenses and provide adequate transportation or mileage reimbursement for the use of a personal car in attendance at any educational or training courses which the Employer may request that one or more employees attend. Transportation or mileage shall only be provided if such course is not on the Employer's premises and not during normal work hours. This does not include the Sheriff's monthly meeting.

ARTICLE XXIX
RETIREMENT PROGRAM

29.1 -

- (1) Provisions of the County's retirement program, as they relate to this Bargaining Unit, are hereby made a part of this Agreement. Effective January 1, 1989, bargaining unit members shall be eligible for retirement under the terms and conditions as set forth in Bay County Retirement Ordinance, reduced early retirement after eight (8) years of service at age fifty-five (55) or older, or after twenty-five (25) years of service regardless of age actuarially reduced.
- (2) Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees' Retirement System if that employee leaves the employ of the county for any reason prior to eight (8) years of employment; employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice.
- (3) Effective January 1, 2007, the Employer shall provide the 2.50% multiplier for the retirement program with the employees contributing 2% of their pay by payroll deduction.
- (4) For employees hired on or after January 1, 2007, the following shall apply:
 - a. The vesting period shall increase to ten (10) years.
 - b. The minimum number of required hours of work to be included in the retirement system shall increase from eight hundred (800) hours to one thousand (1,000) hours.
 - c. Please see Article 25.2(4) for retiree health care coverage. Employees hired on or after January 1, 2012 the Employer shall provide the 1.6% multiplier for the retirement program.

(5) Eligible retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

ARTICLE XXX **HOURS OF WORK**

30.1 - WORK PERIOD

One hundred sixty (160) hours in each twenty-eight (28) consecutive days shall constitute a regular work period for all employees. Corrections Officers can elect to work up to one hundred sixty-eight (168) hours (straight pay) in each twenty-eight (28) consecutive days if they choose to work a full twelve (12) hour day on their scheduled eight (8) hour day.

30.2 - WORK DAY

The work day shall consist of six (6) twelve (12) straight hour shifts and one (1) eight (8) straight hour shift per fourteen (14) day pay period for Correctional Facility Officers. The eight (8) hour shift will be determined by the shift Sergeant. The work day shall consist of eight (8) straight hours for Court Officers. On-duty time shall not exceed sixteen (16) hours in any twenty-four (24) hour period. Eighteen (18) hours may be scheduled if the employee volunteers and the next day are with leave. This shall include the taking of trips. The work day shall consist of eight (8) hours, with an unpaid one-half (1/2) hour lunch period for Records Specialists and other clerical employees.

30.3 - LEAVE DAYS

Normally, leave days will be two (2) days together.

30.4 - WORK SCHEDULE

The work schedule shall be posted at least ten (10) days in advance of the start of the new schedule. Work schedules may be changed for good cause with forty-eight (48) hours notice to the employees.

30.5 - DAYLIGHT SAVINGS TIME

It shall be understood that when the time is changed from Eastern Standard Time to Daylight Savings Time and back, one shift shall work thirteen (13) hours and one shift shall work eleven (11) hours. It is agreed that each shift shall be paid for actual hours worked.

ARTICLE XXXI **OVERTIME, COURT TIME, AND CALL BACK**

31.1 - OVERTIME

Time and one-half shall be paid for all hours worked over twelve (12) hours per day or one hundred sixty (160) hours in any twenty-eight (28) consecutive days work period. For purposes of computing overtime, holidays, vacation days, funeral leave, and sick time designated in this contract shall be considered as days worked, provided these days fall within the regular scheduled work period.

31.2 - COURT TIME

Any employee called back from off duty for an appearance with Circuit Court or District Court, or for an appearance at the Secretary of State or any other proceeding, shall be paid at the rate of one and one-half times (1 ½) his/her regular rate with a minimum of two (2) hours.

31.3 - STANDBY

Any employee required to be on standby for Court shall be paid at the rate of one (1) hour regular pay for AM sessions, and one (1) hour regular pay for PM sessions.

31.4 - CALL BACK

Time and one-half shall be paid for those hours an employee is called in to work during his/her off-duty hours. An employee called to work at a time other than his/her scheduled work shift shall be paid a minimum of the equivalent of three (3) hours at straight time unless such time shall be continuous with his/her scheduled work, in which case he/she shall be paid for the actual hours worked at his/her overtime rate.

31.5 - COMP TIME

Any employee may request comp time off for overtime hours worked at the same rate (one and one-half times) subject to the discretion of Employer, and the Federal Fair Labor Standards Act [29 USC 207(O)] except that comp time is not applicable for time worked on a Holiday.

31.6 - Nothing contained in this Agreement shall be interpreted as authorizing or permitting a duplication or a pyramiding of holiday pay, Sunday, daily or weekly overtime payments involving the same hours of work, rather, compounding or pyramiding of time worked including overtime is prohibited.

ARTICLE XXXII
EQUALIZED OVERTIME PROVISION

32.1 - The Employer and the Union mutually agree on the principle that overtime worked shall be distributed as equally as possible among the eligible CFOs. The procedure for calling for a twelve (12) or an eight (8) hour shift is as follows:

- (1) The twelve (12) eight (8) hours or a split of the twelve (12) eight (8) hours between two (2) CFOs, will be offered first to the qualified employee(s) with the lowest overtime hours;
- (2) If the twelve (12) eight (8) hour split is filled by two (2) CFOs first, the overtime is filled; if the whole twelve (12) eight (8) hours is filled by one (1) CFO first, the overtime is filled; if someone takes four (4) hours and then the next person wants the whole twelve (12) eight (8) hours, the person who wants the entire twelve (12) eight (8) hours shall have it.
- (3) (This last provision shall be applicable to all employees within this unit). Sergeants, and then probationary employees, will be offered the remaining overtime hours not filled by the CFOs. Sergeants will follow the same procedure when calling in for his/her overtime.

32.2 - The Employer agrees to instruct the shift supervisors to adhere to the following procedures and establish and keep an up-to-date overtime register.

32.3 - This overtime register shall record all members of the bargaining unit.

32.4 - The register shall record all overtime worked including every time someone is requested to work overtime but refuses, and this time shall be marked as "refused" (R).

32.5 - Each and every January 1, the names shall be placed in order of departmental seniority by shifts (highest seniority on top, down to the lowest seniority) and also included, probationary employees with over three (3) months.

32.6 - January 1 of each year, everyone on the list will begin with "0" hours. At the first overtime situation, the list shall be called, beginning at the top of the list, until needed personnel are available. Those working overtime shall be recorded as overtime hours worked. Those contacted and refusing shall be marked as refused.

32.7 - Whenever a situation arises where more employees are needed than agree to work, the employee with the least amount of recorded overtime qualified to fill the position shall be ordered to work. In the event two (2) or three (3) employees are ordered to work the same shift, the employee with the most hours, if ordered in for four (4) hours, will be allowed to pick which four (4) hours of overtime hours they want to work.

32.8 - When the need to fill overtime hours become known with less than two (2) hours notice, these hours will be filled by polling on-duty personnel in order of overtime schedule. When all refuse, the qualified employee on duty with the least amount of recorded overtime shall be ordered to fulfill the duties. Employees shall have the choice of working remaining hours or until the next shift commander on the succeeding shift fill the remaining hours.

32.9 - All overtime hours worked shall be logged on the overtime schedule which will be made available to all employees and the Union representative.

32.10 - Any questions arising under the provision of this section shall first be referred to the Union and shift commander and, if not settled after the first claimed violation, will be reported to a conference with the Sheriff. If not settled by this conference and after a second claimed violation, the conference will be set with the Personnel Director in an attempt to settle the matter. If not satisfactorily settled and after the third claimed violation, they shall go through the grievance procedure, beginning at Step 2, Sheriff level.

32.11 - A new employee, upon entering the service, shall not be assigned to overtime hours during the first 60 days unless approved by the Captain and training coordinator.

32.12 - After a new employee completes two (2) months of satisfactory service or any seniority employee re-enters the bargaining unit, he/she shall be placed on the overtime equalization list and will be assigned the average amount of overtime hours on the list at the time said employee re-enters the list.

32.13 - Further, any employee who is excused from work due to illness or leave of absence, or other paid leave time, shall not be eligible to be called for overtime work until that employee returns to work following such absence and completes at least one eight-hour shift.

32.14 - The Employer may require employees to perform overtime work; provided, however, employees shall be excused from overtime work by the Employer where requiring an employee to perform overtime work would cause a severe hardship to the employee or where

a qualified volunteer replacement can be secured who is acceptable and agreed to by the Sheriff.

32.15 - If an employee does not consider himself/herself physically or mentally able to accept overtime he/she shall submit proof of such disability to the Employer. If the Employer agrees that said employee is not able to accept overtime work, he/she shall be taken off the overtime equalization list. The Employer may, at his/her discretion, periodically review said employee's disability and may require such reasonable, additional proof that the disability is continuing. Whenever the Employer determines the disability has been removed, said employee will be placed back on the overtime equalization list and will be assigned the average amount of overtime hours on the list at the time said employee re-enters the list.

32.16 - When overtime is available which qualifies for pay in excess of time and one-half, then in that event, the CFO with the most overtime hours worked (including over-time trip hours and regular over-time hours) shall be called first, and then down the list from CFOs working the most overtime hours down to the least worked overtime hours without regard to seniority. This applies to holiday pay only.

32.17 - The officer calling to work overtime shall only be required to make one (1) call for overtime to each person.

ARTICLE XXXIII
PERSONNEL FILE

33.1 - The treatment of letters of reprimand will be as follows:

33.2 - Each member will be informed when such a letter is inserted in his/her file. The member shall sign each insert (not to approve inserted matter, but to acknowledge the insertion).

33.3 - 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.

33.4 - 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.

33.5 - The member will be informed of any part of his/her record so expunged.

33.6 - A member shall be allowed to see his/her file at any reasonable time.

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

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

ARTICLE XXXIV
MANAGEMENT RIGHTS

34.1 - RIGHTS OF THE EMPLOYER

The management of the Bay County Sheriff 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; 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 the 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 XXXV
SALARIES - WAGES

Notwithstanding other applicable provisions of this agreement, all wages shall be frozen at the January 1, 2008 rate until December 31, 2013. The wages listed below will be effective January 1, 2014 through December 31, 2016, and reflect a 3% pay increase from December 31, 2013.

Correctional Facility Officers:

	<u>Employees Hired Before</u> <u>January 1, 1989</u>	<u>Employees Hired After</u> <u>January 1, 1989</u>
Hire	18.82	15.95
1 year	21.13	17.23
2 year	21.76	18.52
3 year	22.35	19.78
4 year	--	21.09
5 year	--	22.35
Sgt. II	24.43	24.43
Sgt. I	25.53	25.53

Records Specialist:

Hire	13.89
1 year	15.63
2 year	16.48

Records Specialist I:

Hire	16.15
1 year	18.18
2 year	19.19

Records Specialist Leader:

Hire	14.32
1 year	16.05
2 year	16.89

In the event that the County suffers a reduction in revenue sharing or other source of income, the parties will meet upon the request of the Employer with respect to mutually agreeing on possible measures to resolve the problem, including the possible deferral of wage increases or other reductions.

Employees on the rolls January 1, 2015, shall be paid a lump sum of 1% of their gross wages for calendar year 2014, to be paid no later than the end of the third quarter in 2015.

Employees on the rolls January 1, 2016, shall be paid a lump sum of 1% of their gross wages for calendar year 2015, to be paid no later than the end of the third quarter in 2016.

Employees on the rolls January 1, 2017, shall be paid a lump sum of 1% of their gross wages for calendar year 2016, to be paid no later than the end of the third quarter in 2017.

ARTICLE XXXVI
LONGEVITY

36.1 - LONGEVITY

Longevity shall be paid on the following basis to all employees hired before January 1, 1989:

- 1% after completion of five (5) years of service
- 2% after completion of ten (10) years of service
- 3% after completion of fifteen (15) years of service
- 4% after completion of twenty (20) years of service

Employees hired on or after January 1, 1989 shall not be eligible for longevity pay.

36.2 - Longevity payments will be paid on the first pay period following the anniversary of the effective date of hire for eligible employees in a check separate from the payroll check.

ARTICLE XXXVII
SHIFT DIFFERENTIAL

There shall be a shift differential of \$.25 per hour for employees working the night shift. Shift start times are currently 7:00 a.m. and 7:00 p.m.

ARTICLE XXXVIII
TRANSPORTATION OF PRISONERS AND MENTAL PATIENTS

38.1 - Employees in the Bargaining Unit and employees not in the Bargaining Unit are used to transport prisoners or mental patients under the custody of the EMPLOYER.

38.2 - TRAVEL ALLOWANCE

The travel allowance for off-duty CFO transporting prisoners to and from various state institutions will be paid at the regular rate of pay.

38.3 - EQUAL DISTRIBUTION

The officer in charge shall keep an accurate record of all trips and who took same. All members of the Bargaining Unit shall have the right to inspect the records on request.

38.4 - DISTRIBUTION OF TRIPS

In the event no on-duty CFOs are available for prisoner or mental patient transport as determined by the Sheriff or his/her designee, the Sheriff or his/her designee may, at his/her discretion, assign trips to qualified off-duty CFOs. The Employer may use qualified non-bargaining unit members for prisoner and mental patient transport. An employee of the bargaining unit is prohibited from transporting a prisoner if the employee has been working sixteen (16) hours. A person on sick leave or vacation must return to work for an eight (8) hour shift in order to be eligible for prisoner transport on an overtime basis. If an error is made by the Employer, then the officer shall be offered the next overtime prisoner transport.

38.5 - REFUSAL OF TRIPS

Off-duty members called and refusing said trips shall be charged with a trip, and it shall be denoted with an "R" for refusal, except when trip coincides with employee's work schedule.

38.6 - UNINTENTIONAL ERRORS

Unintentional errors in the equal distribution of trips will be corrected by giving the employee(s) concerned preferential treatment in trip assignments until the error is adjusted.

38.7 - NEW EMPLOYEES

A new employee who is considered by the Employer to be qualified to make such trips shall be entered on the trip sheet upon request of the employee. The employee shall be credited with an amount of trips equal to the highest amount of recorded time of all other employees on the sheet at the time his/her name is entered on the sheet.

38.8 - MAXIMUM DRIVING TIME

It is agreed between the parties that employees shall not be required or permitted to drive for more than ten (10) hours without intervening eight-hour rest periods.

38.9 - ARMED TRANSPORTS

Corrections officers making transports will be armed.

ARTICLE XXXIX
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 XL
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 the contract is superseded by the Family and Medical Leave Act.

ARTICLE XLI
TRAVEL REGULATIONS

The Standard Travel Regulations as of July, 1980 and as modified by the Bay County Board of Commissioners are considered to be part of this Agreement.

ARTICLE XLII
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 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 XLIII
TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2014, to and including December 31, 2016, 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, 2016, 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 XLIV
GENDER

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

23rd IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this
day of December, 2013.

COUNTY OF BAY



Ernie Krygier, Chairperson
Bay County Board of Commissioners

1-9-14

Date



Tom Hickner
Bay County Executive

1-8-14

Date



John Miller
Bay County Sheriff

1-8-14

Date

BAY COUNTY SHERIFF'S DEPARTMENT
CORRECTIONAL FACILITY OFFICERS AND
RECORDS SPECIALISTS



President

12-23-13

Date



Committee

12-23-13

Date

Committee

Date



POAM Staff Representative

12-23-13

Date