ORIGINAL FOR EXECUTION
AUGUST 19, 2020

AGREEMENT

Between

BAY COUNTY SHERIFF'S DEPARTMENT CORRECTIONAL

FACILITY OFFICERS AND RECORDS SPECIALIST

POLICE OFFICERS LABOR COUNCIL (POLC)

and

BAY COUNTY SHERIFF

AND

BAY COUNTY

January 1, 2020 – December 31, 2022

TABLE OF CONTENTS

Article		Page
1	AGREEMENT	1
2	PURPOSE AND INTENT	1
3	RECOGNITION	1
4	REPRESENTATION	1
5	UNION MEMBERSHIP AND DUES CHECKOFF	2
6	NO STRIKE CLAUSE	3
7	UNION BUSINESS	3
	Section 7.1 Union Leave of Absence	3
	Section 7.2 Bulletin Board	3
	Section 7.5 Meetings with Bargaining Committee	3
8	DISCIPLINARY PROCEDURE	4
9	GRIEVANCE PROCEDURE	4
	Section 9.8 Arbitrator's Powers	6
	Section 9.9 Election of Remedies	6
10	SENIORITY	6
11	JOB VACANCIES AND JOB ASSIGNMENTS	7
	Section 11.4 Posting	8
	Section 11.5 Notice	8
	Section 11.6 Assignment of Job	8
	Section 11.7 Temporary Assignments	8
	Section 11.8 Temporary Employee	8
12	LAYOFF/RECALL	8
	Section 12.1 Layoff	9
	Section 12.2 Recall	9
13	MISCELLANEOUS PROVISIONS	9
	Section 13.1 Assignment Exchange	9
	Section 13.2 Contract Distribution	9
	Section 13.3 Shift Commander	10
	Section 13.4 Equipment	10

Section 13.5 Duty Expenses 10
Section 13.6 Annual Physicals 10
Section 13.7 Firearms Qualification 10
Section 13.8 Notice of Change 11
Section 13.9 Ammunition 11
Section 13.10 Pay for Schooling and Training 11

14 SAFETY CLAUSE 11
Section 14.2 Minimum Staffing 11
Section 14.3 Supervisors 12
Section 14.4 Auxiliary Officers and Part-Time Employees 12

15 PROMOTIONS 12
Section 15.1 Promotions 12
Section 15.2 Exam Announcement 12
Section 15.3 Eligibility 12
Section 15.4 Written Exam 13
Section 15.5 Oral 13
Section 15.6 Seniority 13
Section 15.7 Summary of Total Scoring 13
Section 15.8 Method of Appointment 13
Section 15.9 Trial Period for Promotions 14

16 HOLIDAYS 14
Section 16.3 Personal Holiday 14

17 SICK LEAVE 15
Section 17.1 Accrual 15
Section 17.2 Proof of Illness 15
Section 17.5 Medical Dispute 16

18 MATERNITY LEAVE 16

19 LEAVE OF ABSENCE 16
Section 19.1 Personal Leave 16
Section 19.2 Military Leave 16
Section 19.3 Jury Duty 17
Section 19.4 Leaves/Seniority 17
Section 19.5 Political Leave 17
Section 18.6 Benefit Freeze 17

20 FUNERAL LEAVE 17

21 PROBATIONARY PERIOD 18

22 VACATIONS 18

23 HEALTH AND BENEFITS 19
Section 23.1 Life Insurance 19
Section 23.2 Health Insurance 20
Medical and Hospitalization Insurance 20
Payment in Lieu of Health Insurance 20
Method of Computing Employees' Share of Premiums ... 21
Retirees 21
Health Care – Employees Hired After January 1, 2012..... 23
Prescription Drug Plan 23
Section 23.3 Sick and Accident Insurance (Non-Duty Related) 24
Section 23.3.1 Benefits While Off 24
Section 23.4 Line of Duty Disability 24
Section 23.7 Physical Exams 25
Section 23.12 Benefits - Duty Connected 25

24 UNIFORMS AND MAINTENANCE 26

25 LEGAL COUNSEL: LIABILITY INSURANCE 26

26 EDUCATIONAL TRAVEL AND EXPENSES 27

27 RETIREMENT PROGRAM 27

28 HOURS OF WORK 28
Section 28.1 Work Period 28
Section 28.2 Work Day 28
Section 28.3 Leave Days 28
Section 28.4 Work Schedule 28
Section 28.5 Daylight Savings Time 28

29 OVERTIME, COURT TIME, AND CALL BACK 28
Section 29.1 Overtime 28
Section 29.2 Court Time 28
Section 29.3 Standby 29
Section 29.4 Call Back 29
Section 29.5 Comp Time 29

30 EQUALIZED OVERTIME PROVISION 29

31 PERSONNEL FILE 31

32 MANAGEMENT RIGHTS 31
Section 32.1 Rights of the Employer 32

33 SALARIES - WAGES 32

34 TRAINING PREMIUM 33

35 INCLEMENT WEATHER 33

36 SHIFT DIFFERENTIAL 33

37 TRANSPORTATION OF PRISONERS AND MENTAL PATIENTS 33
Section 37.2 Travel Allowance 33
Section 37.3 Equal Distribution 33
Section 37.4 Distribution of Trips 34
Section 37.5 Refusal of Trips 34
Section 37.6 Unintentional Errors 34
Section 37.7 New Employees 34
Section 37.8 Maximum Driving Time 34
Section 37.9 Armed Transports 34

38 SAVINGS CLAUSE 34

39 FAMILY AND MEDICAL LEAVE ACT 34

40 TRAVEL REGULATIONS 35

41 WAIVER PROVISION 35

42 TERM OF AGREEMENT 35

43 GENDER 35

ARTICLE 1
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 LABOR COUNCIL (POLC), (hereinafter referred to as the "Union").

ARTICLE 2
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 3
RECOGNITION

The Employer recognizes the POLC, 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 4
REPRESENTATION

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

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.

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

ARTICLE 5
UNION MEMBERSHIP AND DUES CHECK-OFF

To the extent the laws of the State of Michigan permit, it is agreed that:

5.1 – The Employer agrees to make Union payroll deductions each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 5.4 and 5.5.

5.2 – As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

5.3 – Each employee who becomes or is a member of the Union, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the less, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the less, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

5.4 – The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. Written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. The employer must have from the employee written authorization showing the employee's consents are knowing, intelligent, and voluntary with clear intent to participate in Union payroll deductions.

5.5 – Employees may resign their Union membership at any time by notifying the Union.

5.6 – Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

5.7 – The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

5.8 – If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

5.9 – The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.

ARTICLE 6
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 7
UNION BUSINESS

7.1 - 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.

7.2 - 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.

7.3 - 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.

7.4 - 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.

7.5 - 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 8
DISCIPLINARY PROCEDURE

8.1 - 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.

8.2 - 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.

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

8.4 - 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.

8.5 - 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.

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

8.7 - 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 31.7.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 - 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.

9.2 - 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.

9.3 - 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.

9.4 - 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.

9.5 - 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.

9.6 - 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.

9.7 - 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.

9.8 - 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.

9.9 - 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.

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

ARTICLE 10
SENIORITY

10.1 - Seniority of a new employee shall be commenced after the employee has completed his probation period of 2,080 work hours 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 2,080 work hours probationary period may be extended for 480 work hours by mutual agreement between the Union and the Sheriff. An employee's absence from work for any of the 2,080 work hours shall have his/her probationary period extended until he/she works the 2,080 work hours.

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

(1) He/she resigns or retires.

(2) He/she is dismissed for just cause and that dismissal is not reversed through the grievance procedure.

(3) He/she is absent for two (2) consecutive 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.

(9) Failure to return from a duty-related sick leave as described in Article 23.6 below.

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

10.4 - If a member of this bargaining unit is promoted to 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. Probationary Sergeant's that voluntarily or involuntarily return to the corrections unit during their six-month probationary period shall not lose any seniority upon their return.

ARTICLE 11
JOB VACANCIES AND JOB ASSIGNMENTS

11.1 - 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 15.6 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.

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

11.3 - 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.

(3) Lateral bumping may only occur with the permission of the Sheriff.

11.4 - 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.

11.5 - 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.

11.6 - 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.

11.7 - 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.

11.8 - 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 cannot 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 14.2.

ARTICLE 12
LAYOFF/RECALL

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

(1) Temporary employees.

(2) Probationary employees.

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

12.2 - 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 13
MISCELLANEOUS PROVISIONS

13.1 - 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.

13.2 - CONTRACT DISTRIBUTION

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

13.3 - SHIFT COMMANDER

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

13.4 - 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.

13.5 - 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.

13.6 - 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.

13.7 - 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.

13.8 - 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.

13.9 - 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.

13.10 - 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 14
SAFETY CLAUSE

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

14.2 - 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. New hires and newly hired temporary employees may not be used for minimum staffing until they have been trained on the job for a minimum of 80 hours. Exception can be made by the Sheriff or his/her designee.

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

14.3 - 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.

14.4 - 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 15
PROMOTIONS

15.1 - PROMOTIONS

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

15.2 - 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.

15.3 - 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/or one year as a Sergeant II. 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.

15.4 - 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.

15.5 - 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.

15.6 - 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.

15.7 - SUMMARY OF TOTAL SCORING

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

15.8 - 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

15.9 - 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 16
HOLIDAYS

16.1 - 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

*Memorial Day will be celebrated on Monday.

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.

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

16.3 - PERSONAL HOLIDAY

Each full-time member of the bargaining unit shall be entitled to 32 hours of personal holidays. In the case of severance, personal holidays shall be computed on the basis of one (1) personal holiday for every three (3) months worked in that calendar year. 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 4, 6, 8 or 12 hour blocks. The Sheriff shall grant the request, unless in the opinion of the Sheriff, it would materially affect the operation of the Department. An exclusion of proration will be made for full retirement.

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

16.5 - 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. An employee scheduled to work on the holiday and who has an unexcused absence on the holiday will be required to utilize paid sick time in lieu of paid holiday.

16.6 - An employee who works on any of the holidays designed herein will receive 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.

16.7 - 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.

16.8 - 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.

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

ARTICLE 17
SICK LEAVE

17.1 - ACCRUAL

A full-time 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.

17.2 - 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.

17.3 - 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.

17.4 - Up to forty (40) hours of accumulated sick leave per year may be used for serious illness in the employee's immediate family as defined by the Paid Medical Leave Act.

17.5 - 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 18
MATERNITY LEAVE

Maternity leave shall be treated as any disability leave.

ARTICLE 19
LEAVES OF ABSENCE

19.1 - 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.

19.2 - 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.

19.3 - JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated at their regular rate of pay. In return, the employee shall turn over to the County Treasurer any fees paid to him/her by the Courts. 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.

19.4 - LEAVES/SENIORITY

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

19.5 - 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.

19.6 - 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.

19.7 - 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.

19.8 - 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 20
FUNERAL LEAVE

20.1 - 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. In the event of the death of

employee's current step parent or current step child, sixteen (16) hours paid leave will be allowed at the discretion of the Sheriff.

20.2 - 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.

20.3 - 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.

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

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

20.6 - 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.

20.7 - 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 21
PROBATIONARY PERIOD

21.1 - 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 22
VACATIONS

22.1 - Each full-time employee shall accumulate ninety six (96) hours of vacation 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.

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

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

1 year	96 hours
2 years	96 hours plus 8 merit hours
3 years	96 hours plus 16 merit hours
4 years	96 hours plus 24 merit hours
5 years	96 hours plus 32 merit hours
6 years	96 hours plus 40 merit hours
7 years	96 hours plus 48 merit hours
8 years	96 hours plus 56 merit hours
9 years	96 hours plus 64 merit hours
10 year	96 hours plus 72 merit hours
11 years	96 hours plus 80 merit hours (maximum)

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

22.5

(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.

22.6 - Employees may, at their option, accumulate vacation up to and including two hundred forty (240) hours 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.

22.7 - No employee shall lose accumulated earned vacation except as stated in Section 22.2. Vacation over two hundred forty (240) hours shall be reimbursed by the County, in full, at the end of the year.

ARTICLE 23
HEALTH AND BENEFITS

23.1 - 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.

23.2 - 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. With respect to couples who both currently work for Bay County in which one receives the Payment

in Lieu of the Health Insurance Coverage ("Payment") and the other receives Health Insurance Coverage from the County, this Payment provision shall continue, but no new couples working for Bay County after the effective date of this agreement shall be eligible for such payment.

(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. The County will absorb the employee's portion (15%) of the cost of administering the Wellness Center during the course of this collective bargaining agreement.

(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%

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
15	80%	0%
16	80%	0%
17	80%	0%
18	80%	0%
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.

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.

23.3 - 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.

Effective January 1, 2020, the maximum sick and accident benefit will be increased to $500 per week.

23.3.1 - 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).

23.4 - 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.

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

23.6 - If an employee is unemployable due to line of duty disability for a period of one (1) year, the employee's seniority shall be broken, in accordance with the provisions of Article 12.3, above, except if there is medical evidence, with which the County Medical Director concurs, that the employee shall be fit for duty within 90 days of the expiration of one year, e his or her seniority shall accumulate for that period, although no benefits will be paid or accrue, except as provided in Article 25.4. If the employee does provide such evidence and the 90 day extension is granted, and the employee does not return within the 90 days, his or her seniority shall be broken on the 91st day.

The employee may apply for a disability retirement during the one year period and the during the 90 day extension if the employee deems him- or herself unable to return to duty at any time. The applicable provisions of the Retirement Program concerning disability retirements are not a part of this collective bargaining agreement and, accordingly, are not subject to the grievance procedure.

23.7 - 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.

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

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

23.10 - 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.

23.11 - 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.

23.12 - 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).

23.12.1 - If a member is off for ninety (90) days or less, he/she shall receive all benefits (accrued sick days, vacation, longevity, uniform, and cleaning allowance, etc.).

23.12.2 - When a member is off for over ninety (90) 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.

23.13 - 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.

23.14 - 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 24
UNIFORMS AND MAINTENANCE

24.1 - 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 Five Hundred Dollars ($500) 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 25
LEGAL COUNSEL: LIABILITY INSURANCE

25.1 - 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.

25.2 - 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.

25.3 - 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 26
EDUCATIONAL TRAVEL AND EXPENSES

26.1 - 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.

26.2 - 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 27
RETIREMENT PROGRAM

27.1 -

(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 23.2(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 28
HOURS OF WORK

28.1 - 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.

28.2 - 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. 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. Employee may work 18 hours if the employee volunteers and are returning from their "with leave" days or entering their "with leave" days.

28.3 - LEAVE DAYS

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

28.4 - 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.

28.5 - 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 29
OVERTIME, COURT TIME, AND CALL BACK

29.1 - 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.

29.2 - 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.

29.3 - 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.

29.4 - 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.

29.5 - 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.

29.6 - 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 30
EQUALIZED OVERTIME PROVISION

30.1 - 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.

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

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

30.4 - 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).

30.5 - 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.

30.6 - 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.

30.7 - 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.

30.8 - 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.

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

30.10 - 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.

30.11 - A new employee, upon entering the service, shall not be assigned to overtime hours during the first 60 days unless approved by the Sheriff or his/her designee.

30.12 - 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.

30.13 - 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.

30.14 - 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.

30.15 - 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.

30.16 - 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 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.

30.17 - The sergeant calling for overtime shall only be required to make one (1) call for overtime to each person.

ARTICLE 31
PERSONNEL FILE

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

31.2 - 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).

31.3 - 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.

31.4 - 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.

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

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

31.7 - 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.

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

ARTICLE 32
MANAGEMENT RIGHTS

32.1 - 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 33
SALARIES – WAGE SCALES

Wages reflect a 2% increase effective January 1, 2020 and a 1% increase effective January 1, 2022.

Correction Officers:	1/01/2020	1/01/2022
Hire	$17.90	$18.08
1 Year	$19.33	$19.52
2 Year	$20.78	$20.99
3 Year	$22.20	$22.42
4 Year	$23.66	$23.90
5 Year	$25.08	$25.33

Records Specialist:	1/01/2020	1/01/2022
Hire	$15.59	$15.75
1 Year	$17.53	$17.71
2 Year	$18.49	$18.67

Records Specialist I:	1/01/2020	1/01/2022
Hire	$18.13	$18.31
1 Year	$20.40	$20.60
2 Year	$21.53	$21.75

Records Specialist Leader:	1/01/2020	1/01/2022
Hire	$16.07	$16.23
1 Year	$18.01	$18.19
2 Year	$18.95	$19.14

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, 2020, shall be paid a lump sum of 1% of their gross wages for calendar year 2019, to be paid no later than the end of the third quarter in 2020.

Employees on the rolls January 1, 2021, shall be paid a lump sum of 1% of their gross wages for calendar year 2020, to be paid no later than the end of the third quarter in 2021. Further, all employees on the rolls January 1, 2021, shall be paid a lump sum payment of $500.00 not to be added to base.

Employees on the rolls January 1, 2022, shall be paid a lump sum of 1% of their gross wages for calendar year 2021, to be paid no later than the end of the third quarter in 2022.

ARTICLE 34
TRAINING PREMIUM

34.1 – CFOs that are CTOs that are assigned to training another CFO shall be compensated a premium of $1.00 per hour when actually training another .

ARTICLE 35
INCLEMENT WEATHER

35.1 – In the event that the Sheriff declares inclement weather closure of an office and any scheduled Records Specialist is not required to come to work for that reason they shall receive their normal pay as if they came to work.

ARTICLE 36
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.

Effective January 1, 2020, the shift differential shall be increased to $.50 per hour.

ARTICLE 37
TRANSPORTATION OF PRISONERS AND MENTAL PATIENTS

37.1 - 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.

37.2 - 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.

37.3 - 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.

37.4 - 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.

37.5 - 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.

37.6 - 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.

37.7 - 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.

37.8 - 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.

37.9 - ARMED TRANSPORTS

Corrections officers making transports will be armed.

ARTICLE 38
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 39
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 40
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 41
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 42
TERM OF AGREEMENT

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

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

ARTICLE 43
GENDER

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

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

COUNTY OF BAY

Michael Duranczyk, Chairperson
Bay County Board of Commissioners

Date: 9/24/2020

Jim Barcia
Bay County Executive

Date: 9/15/2020

Troy Conningham
Bay County Sheriff

Date: 9/17/2020

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

President

Date: 9/15/20

Committee

Date: 9/15/20

Committee

Date: 9/15/20

POLC Staff Representative

Date: 9/15/20

Troy R. Cunningham
Sheriff Of Bay County

Christopher D. Mausolf
Undersheriff

Troy A. Stewart
Jail Administrator

LETTER OF UNDERSTANDING

It is agreed by and between the Bay County Sheriff (employer) and the Police Officers Labor Council (Union) to enter into a trial period for the following:

1) Allow the use of vacation to be taken in any unit from (2) two hours up to the maximum accumulated for that year, subject to all other provisions of vacation use in the collective bargaining agreement.
2) Personal days shall be taken in 2,4,6,8 or 12 hour blocks, subject to all other provisions of personal time use in the collective bargaining agreement.
3) Two hour blocks of vacation and personal time can only be used at the beginning or end of each regularly scheduled shift.
4) Personnel wishing to utilize vacation or personal time in two hour increments will be subject to have that time cancelled in the event that an overtime, emergency circumstance, or transport situation arises. This will be at the discretion of the Shift Sergeant currently on duty to maintain the continued smooth and orderly operation of the jail.
5) Vacation and personal time in two hour increments will not preclude staff from being ordered for overtime after their normal shift rotation is completed. Meaning even if the employee has the last two hours of the work day blocked out as a vacation or personal time and overtime arises for the next rotation and same employee leaving is low on overtime, they will and can still be ordered to cover all or part of the overtime.
6) The Sheriff reserves the right to revoke the trial period at any time.

This letter of understanding is in effect through December 31, 2022 or upon revocation by the Sheriff, whichever is earlier.

10-01-2020
Bay County Sheriff, Troy Cunningham Date

10-2-2020
Union Representative Date

10-15-2020
POLC Representative Date