

**ORIGINAL FOR EXECUTION  
DECEMBER 2 2022**

**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, 2023 – December 31, 2025**



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**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 subsection 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** - 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.



































































