ORIGINAL FOR EXECUTION
JULY 27, 2020

AGREEMENT

BETWEEN

POLICE OFFICERS LABOR COUNCIL,
BAY COUNTY SHERIFF'S DEPUTIES SUPERVISORY UNIT

AND

BAY COUNTY SHERIFF

AND

BAY COUNTY

JANUARY 1, 2020 - DECEMBER 31, 2022

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ARTICLE 1
AGREEMENT

THIS AGREEMENT, entered into between the **COUNTY OF BAY**, a municipal corporation (hereinafter referred to as the "COUNTY"), and the **BAY COUNTY SHERIFF** (hereinafter referred to as the "SHERIFF"), (which together are sometimes hereinafter referred to as the "**EMPLOYER**") and **POLICE OFFICERS LABOR COUNCIL, BAY COUNTY SHERIFF'S DEPUTIES SUPERVISORY UNIT** (hereinafter referred to as "**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 POLICE OFFICERS LABOR COUNCIL, BAY COUNTY SHERIFF'S DEPUTIES SUPERVISORY UNIT as the sole and exclusive bargaining agent permitted and required by Act 336 of the Public Acts of 1947, as amended, for the unit certified by the Michigan Employment Relations Commission: All Road Patrol Sergeants and Lieutenants of the Bay County Sheriff Department, excluding 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.

The Board of Commissioners reserves the right, within its sole discretion, to reduce or eliminate the Lieutenant title and/or positions. In the event of the elimination of the Lieutenant position, there will be a Sergeant I position in lieu thereof.

ARTICLE 4
REPRESENTATION

4.1 - The UNION shall be represented in all negotiations by a Bargaining Committee of the UNION.

4.2 - 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.

4.3 - All employees shall have the right to be represented by the UNION and/or Chairperson or his or 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 or her personnel file.

ARTICLE 5
UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

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

5.1 – The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

5.2 – 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.

5.3 – 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.

5.4 – 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.

5.5 – 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.

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

5.7 – 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.

5.8 – 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.

5.9 – 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).

5.10 – 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.

5.11 - NO STRIKE CLAUSE

The UNION agrees that neither the UNION, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike which interferes with the operation of the EMPLOYER in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge, at the sole discretion of the EMPLOYER.

5.12 – EMERGENCY MANAGER

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 6
UNION BUSINESS

6.1 - 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.

6.2 - The EMPLOYER agrees to furnish a suitable bulletin board in a convenient place for the posting of UNION notices.

6.3 - 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.

6.4 - 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.

6.5 - 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 EMPLOYER other issues which would improve the relationship between the parties but discussions shall not be used for continuing contract negotiations.

ARTICLE 7
DISCIPLINARY PROCEDURE

7.1 - No member shall be summoned before a superior officer for the purpose of disciplinary action without having an UNION representative present, unless the employee waives this right in writing. 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.

7.2 - An employee who is being disciplined shall be given notice of the allegations and an opportunity to respond.

7.3 - In the event the UNION concludes that a member has been unjustly punished or dismissed by the EMPLOYER, it may, within seven (7) calendar days after receipt of the written judgment of the EMPLOYER, appeal such judgment to the Grievance Procedure at the Step (3) SHERIFF'S level.

7.4 - The EMPLOYER may modify a disciplinary action except that the severity of the

disciplinary action shall not be increased.

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

7.6 - 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 the Undersheriff becoming aware of the alleged violation.

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

7.8 - 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 30.8.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 - 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.

8.2 - 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.

8.3 - The following procedure is to be observed in the settlement of grievances:

> **Step 1**: Any employee having a grievance shall submit the grievance in writing setting forth the facts giving rise to the grievance, the Section(s) of the contract which have allegedly been violated, and the remedy desired. The grievance shall be submitted to the Undersheriff within seven (7) calendar days after the occurrence of the circumstances giving rise to the grievance or seven (7) calendar days from the date when the employee should reasonably have known of the occurrence. The Undersheriff shall, within five (5) calendar days, return his or her answer in writing.

Step 2: Failing to resolve the grievance in Step 1, the UNION'S representative may, within five (5) calendar days of receipt of the undersheriff's position, take the matter up with the SHERIFF or his or her designated representative, who shall within five (5) calendar days of receipt of the grievance return his or her answer in writing.

Step 3: Failing to resolve the grievance in Step 2, the UNION may, within eight (8) calendar days of receipt of the SHERIFF'S disposition, take the matter up with the County Executive or his or her designated representative, on non-disciplinary matters, who shall, within fifteen (15) calendar days of receipt of the grievance, return his or her answer in writing. Grievances on disciplinary matters may be advanced as otherwise provided for under this collective bargaining contract.

Step 4: Failing to resolve the grievance in Step 3, the UNION may, within ten (10) calendar days of receipt of the County Executive's disposition, submit the grievance for mediation with the Michigan Department of Labor, Mediation Section.

Step 5: If either party is unsatisfied with the answer given in Step 4, either party may within ten 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. The decision of the arbitrator shall be final and binding upon all parties.

8.4 - 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.

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

8.6 - 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.

8.7 - 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.

8.8 - ARBITRATOR'S POWERS

The arbitrator's powers shall be limited to the application and interpretation of this Agreement. The arbitrator shall have no power or authority to amend, alter, modify, add to or subtract from this Agreement. The arbitration award shall be final and binding on the EMPLOYER, the UNION and employees. Any challenge to arbitration shall be limited consistent with applicable law.

8.9 - 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 beyond Step 5 (no arbitration). 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.

ARTICLE 9
SENIORITY

9.1 - Seniority of a new employee shall be commenced after the employee has completed his or her probation period of one year 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 one year probationary period may be extended for sixty (60) work days by mutual agreement between the UNION and the SHERIFF. An employee's absence from work during the probationary period shall have his/her probationary period extended by the amount of time missed from work.

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

(1) He or she resigns or retires.

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

(3) He or she is absent for three (3) consecutive working days without notifying the officer in charge. In proper cases, exceptions shall 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 or her last known address with a copy to the Chairperson of the UNION that he or she has lost his or her seniority and his or her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(4) He or she is convicted of or pleads guilty or no contest to a felony or a non-traffic misdemeanor which results in served jail time.

(5) He or she has been laid off for a period of time equal to his or her seniority at the time of his or her layoff or three (3) years, whichever is less.

(6) Un-excused 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) Intentionally falsifies his or her employment application.

(8) Failure to return to work from layoff as set forth in the recall procedure.

9.3 - A seniority list shall be furnished to the UNION by the EMPLOYER each year in January.

ARTICLE 10
JOB VACANCIES AND JOB ASSIGNMENTS

10.1 - Shift assignments and choice of vacations shall be on a seniority in grade basis.

10.2 - All employees will be entitled to shift preference selection based on seniority in grade as of January 1 and July 1 of each year.

(1) Any employee desiring a shift change within his or her classification shall submit

a letter to the Undersheriff requesting a change at least (30) days prior to the change date.

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

10.3 - POSTING

When a job vacancy is being filled in the bargaining unit, 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.

10.4 - NOTICE

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

10.5 - 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 or her new assignment shall commence and the results of the job posting shall also be posted.

10.6 - TEMPORARY ASSIGNMENTS

During the bidding period, the EMPLOYER may make a temporary assignment to fill the posted vacancy.

10.7 - Any employee on vacation or on a paid leave of absence who can demonstrate that he or she did not receive notice and that he or she had no knowledge of the job vacancy, may bid for the job upon return to duty so long as it does not unduly interfere with the proper operation of the Department.

ARTICLE 11
LAYOFF/BUMPING/RECALL

11.1 - LAYOFF

Layoff of employees shall be by rank classification seniority subject to the employee's right to bump as stated below, provided that the employees who remain are capable of performing the work available.

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

11.2 - The bumping employee shall not be permitted to bump into a higher job classification. An employee exercising his or her bumping rights shall only be permitted to replace a less-senior departmental employee. Bumping is only permitted by a displaced or demoted employee. If an employee does not exercise his or her bumping rights within ten (10) calendar days after receiving his/her layoff or demotion notice, he/she waives all bumping rights. In the event that a member of the Supervisory Unit is demoted or laid off from the Supervisory Unit, that member shall be allowed to bump and return to the Road Patrol Deputies Unit based on his/her departmental seniority. That officer must exercise that right by providing written notice within ten (10) calendar days of receiving the layoff notice or demotion notice.

11.3 - 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 his or her EMPLOYER of his or her intent to return within three (3) days of receipt of the notice, and shall return to work within seven (7) calendar days of the receipt of said notice or his or 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 their 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 or she is qualified and which is identical or higher in rate of pay to the job from which he or she was laid off shall return to work. Failure to accept the position shall result in a loss of seniority and discharge.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 - ASSIGNMENT EXCHANGE

Employees may, with the authorization of the SHERIFF or his or her designee, exchange day or shift assignment, provided that it does not result in overtime.

12.2 - 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 signed for by each employee.

12.3 - EQUIPMENT

It shall be the duty of the EMPLOYER to make available to all employees on duty during their normal tour of duty any equipment which may be required, such as helmets, night sticks, batteries, first-aid kits, flares, raincoats, shotguns, rifles, ammunition, and necessary camera equipment. All employees shall be furnished on-duty weapons and furnished such rounds of ammunition as may be required to carry while on duty.

12.4 - 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.

12.5 - ANNUAL PHYSICALS

The EMPLOYER and the UNION agree that all employees may be required to undergo a complete annual physical examination by the County Physician. 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, they should obtain the county physical examination forms, and after completion by their physician, the forms should be forwarded to Bay County Physician for his or her review. The results of all physical examinations shall be held in confidence by the Personnel Director, and the information contained therein released on a "need to know only" basis. Any employee who fails to set up and complete their 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 or she shall be given a thirty (30) day notice to attain a physical before any disciplinary action is taken.

12.6 - Semi-annual qualifications with service weapons shall not be considered as training, but as a condition of employment with pay.

12.7 - MAINTENANCE OF CONDITIONS

Wages, hours, and conditions of employment legally in effect at the execution of this Agreement, shall, except as modified herein, be maintained during the term of this Agreement. The EMPLOYER agrees to make no unilateral changes in wages, hours, or conditions that would be contrary to the terms contained herein. This Agreement shall supersede any rules and regulations governing the Sheriff's Department to the extent this Agreement is in conflict with said rules and regulations.

12.8 - POLITICAL ACTIVITY

Members have the same rights to participate in political activity while off duty and out of uniform, as any citizen, except where federal or state law shall provide otherwise.

12.9 - 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.

12.10 - GENERAL CONDITIONS

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 and qualification will be supplied 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 or her previous supply of ammunition. Such ammunition to be used only at a range authorized by the EMPLOYER.

12.11 - 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 at the regular rate subject to approval of the EMPLOYER.

12.12 - Performance appraisals provide a formal means by which the employee's performance is measured against EMPLOYER expectations. All non-probationary employees may have a written review of their work performance by the Sheriff or his or her designee annually, or more often if authorized by the SHERIFF. Both the employee and the command officer shall acknowledge this written review by signature. If the employee disagrees with the review, the employee has the option of placing his or her own written comments on the review form. One copy shall be placed in the employee's personnel folder and an additional copy shall be provided for the employee upon request.

12.13 - 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 or 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 or she may submit a report from a doctor of his or 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 that examination, the EMPLOYER shall take appropriate action.

ARTICLE 13
SAFETY CLAUSE

13.1 - It is the intent of the parties that no employee should be required to work under conditions which are unsafe and unhealthy beyond the normal hazards inherent in the operation.

13.2 - If a vehicle should be determined by a Shift Supervisor to be defective or unsafe

for use during any tour of duty, no employee shall be required to operate such unit until that vehicle has been cleared by a mechanic as fit for the road.

13.3 - Part-time and 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 part-time or auxiliary officer shall serve under the command of a member of bargaining unit. Members of the bargaining unit shall have the right to refuse to work with a part-time or auxiliary officer except in the case of civil disorder or disaster, without being subject to disciplinary action.

ARTICLE 14
PROMOTIONS

14.1 - PROMOTIONS

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

14.2 - 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:

Lieutenant
Sergeant

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

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

14.3 - ELIGIBILITY

Notwithstanding any contrary provision in this contract, in order to be eligible for promotion the following is applicable:

(1) **Promotions from Deputy to Sergeant:**

Officers desiring promotion from Deputy to Sergeant must have at least three (3) years seniority with the Sheriff's Department as a Deputy.

Promotions from Sergeant to Lieutenant:

Promotions from Sergeant to Lieutenant - no person shall be eligible until they have been promoted to the rank of Sergeant, i.e., must be Sergeant to be eligible for promotion to Lieutenant.

All other criteria in effect.

(2) **Discretional Promotion**

All promotions above the rank of Lieutenant shall come from seniority members of the department and shall be at the discretion of the EMPLOYER. The following positions are excluded from this section: Corrections Officers, Undersheriff position, executives and the 911 Director.

(3) **Alternate Eligibility When No One Qualifies**

In the event no eligible seniority employee qualifies for a promotion within his or her classification, the Sheriff may allow a seniority employee who has completed his or her probationary period with the Bay County Sheriff's Department and who has previously been employed within that classification (RPD) for seven (7) years or more in a comparable police department or departments to take the Sergeant or Lieutenant examination.

14.4 - 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 100 percent. This amount multiplied by 50 percent produces the score for a written exam. (Maximum score is 50 points).

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

14.5 - 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 seventy-five percent (75%), exclusive of points added for seniority.

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

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

14.6 - 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.

14.7 - SUMMARY OF TOTAL SCORING

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

The EMPLOYER, upon request, will inform the UNION and the participants of all scores in the promotion process, without disclosing names of the participants.

14.8 - METHOD OF APPOINTMENT

The SHERIFF shall make his or her promotional selection from among the three (3) highest-scoring candidates. Should he, however, choose candidate two or three, he or she must, in writing, validate the reasons for not selecting the higher-scoring candidate(s).

(1) 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:

Seniority
Written Exam
Oral Exam

14.9 - TRIAL PERIOD FOR PROMOTIONS

Any non-probationary employee who is promoted from within the Sheriff Department shall be on trial for 504 hours of work. During this trial period, the non-probationary 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 his/her former position at his/her former rate of pay without loss of seniority, and such decision shall not be subject to the grievance procedure.

Any employee who is promoted from within this bargaining unit to a position outside of the bargaining unit with the Bay County Sheriff's Department may return to a vacant position, seniority permitting, within this bargaining unit upon demotion.

ARTICLE 15
HOLIDAYS

15.1 - Effective January 1, 1986, the COUNTY agrees the following holidays shall be paid:

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

*Memorial Day will be celebrated on Monday

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

15.3 - **PERSONAL HOLIDAY**. Each member of the bargaining unit shall be entitled to 32 personal holiday hours. In the case of severance, personal holidays shall be computed on the basis of 8 (eight) hours personal holiday for every three (3) months worked in that year. Request for the taking of a personal holiday shall be given to the SHERIFF or his or her designee at least eight (8) hours prior to the taking of the personal holiday, if at all possible. The SHERIFF shall grant the request, unless in the opinion of the SHERIFF, it would materially affect the operation of the Department.

An employee who is granted permission to take a one-day personal holiday on a recognized holiday shall be paid for the personal holiday and for the recognized holiday, and the employee shall have his or her bank of personal holidays reduced by one day. This provision shall not be retroactively applied.

A request for a personal holiday on a recognized holiday shall not be approved if granting the personal holiday would cause overtime. Also, a request for a personal holiday shall not be granted at any time if, in the opinion of the Sheriff, granting the personal holiday would materially affect the operation of the department, as per Article XV, Section 15.3.

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

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

15.6 - An employee who works on any of the holidays designated herein will receive eight (8) hours' pay at his or her straight-time base rate plus:

(1) Time and one-half for all hours worked which fall within his or 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 or her regularly scheduled hours for that day.

15.7 - 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.

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

ARTICLE 16
SICK LEAVE

16.1 - ACCRUAL

An employee shall accrue sick leave on the basis of 8 hours for each month of service up to 720 hours of unused leave. For purposes of interpreting this section, a month of service will

be allowed for any month in which at least 88 hours are worked. For each sick day accrued over 720 hours as of December 31 of each year, the employee shall be credited for 4 hours of vacation on or after the following January 1. On September 15, 1989 any employee who has accumulated in excess of 720 hours shall have their accumulation frozen and subsequently shall be credited for 4 hours vacation for each full sick day over 720 hours accrued during a calendar year.

Any employee having more than 720 hours of accrued sick leave who, by use of that accrued sick leave, drops below 720 hours, may not thereafter accrue more than 720 hours.

Employees hired on or before September 15, 1989, shall have their sick leave cap increased to a maximum of 960 hours.

16.2 - PROOF OF ILLNESS

It is intended that sick leave shall only be used for bona fide illnesses and disabilities. 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.

Falsification of such medical verification shall subject the employee to discipline by the SHERIFF, up to and including discharge.

16.3 - 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 or 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 or her unused sick leave on record at the time of death.

(2) Any employee who leaves 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 720 hours (unless, pursuant to 16.1 above, the employee has more than 720 hours, in which case he or she shall receive one-half of that greater amount).

(3) In the event an employee should accrue more than 720 hours of sick leave at the

end of any calendar year, he or she shall be granted one-half of this excess sick-leave accumulation to his or her vacation time available in the following year.

16.4 - Up to 40 hours of accumulated sick leave per year may be used for serious illness of a biological, adopted or foster child, step child or legal ward, or a child to whom the eligible employee stands in loco parentis, a biological parent, step parent, foster parent, or adoptive parent or a legal guardian of an eligible employee or an eligible employees spouse or an individual who stood in loco parentis when the eligible employee was a minor child, an individual to whom the eligible employee is legally married under the laws of any state, employees grandparent, employees grandchild, a biological, foster or adopted sibling.

ARTICLE 17
MATERNITY LEAVE

Maternity leave shall be treated as any other illness.

ARTICLE 18
LEAVES OF ABSENCE

18.1 - 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.

18.2 - 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.

18.3 - JURY DUTY

The COUNTY shall pay to any employee who is required to serve on a jury panel his or her regular daily wage. In return, the employee shall turn over to the Personnel Department any jury fees paid to the employee by the Courts.

18.4 - LEAVES/SENIORITY

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

18.5 - POLITICAL LEAVE

An employee elected or selected for a full-time public office shall upon prior written application be granted a leave of absence without pay or benefits for so long as he or she holds public 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.

18.6 - 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 or her option, continue the medical insurance program at the employee's expense.

18.7 - 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.

18.8 - 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 or 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 19
FUNERAL LEAVE

19.1 - In the event of death in the employee's immediate family (i.e., spouse, parent, grandparent, parent of a current or deceased spouse, child, grandchild, brother, or sister), the employee, upon request, will be excused for 24 hours of normally scheduled working days immediately following the date of death, provided he or she attends the funeral. This provision shall not be retroactively applied.

19.2 - 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 or she would have earned by working during straight-time hours on such scheduled days of work for which he or she was excused.

19.3 - In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, no more than 24 hours of normally scheduled work days shall be excused with pay.

19.4 - In the event of an employee's daughter and son-in-law, grandparent-in- law, grandchild, grandchildren-in-law, or brother or sister of a current or deceased spouse, 8 hours paid leave will be allowed.

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

19.6 - Additional paid time may be granted for extenuating circumstances at the discretion of the EMPLOYER. The total of all leave shall not exceed 40 hours.

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

ARTICLE 20
VACATIONS

20.1 - Each employee shall accumulate 96 vacation hours each year. Vacation leave is earned from commencement of employment. Vacation for an employee with less than one-year seniority shall be based on 8 hours per month.

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

20.3 - 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 years	96 hours plus 72 merit hours
11 years	96 hours plus 80 merit hours (maximum)

20.4 - Recognized COUNTY holidays falling within the vacation period are not considered vacation days.

20.5 - 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.

20.6 - Employees may, at their option, accumulate vacation up to and including 240 hours provided that all employees must take at least 80 hours of vacation each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

20.7 - No employee shall lose accumulated earned vacation. Vacation over 240 hours shall be reimbursed by the COUNTY, in full, at the end of the year.

ARTICLE 21
HEALTH AND BENEFITS

21.1 - LIFE INSURANCE

In order to qualify for the below, the employee must be able to meet insurance company requirements.

The County shall provide a group term life insurance coverage in the amount of Fifty Thousand and No/100 ($50,000) Dollars, with double indemnity.

21.2 - HEALTH INSURANCE

(1) **MEDICAL AND HOSPITALIZATION INSURANCE**

The COUNTY will provide the following options for medical/hospitalization coverage:

(a) 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 coverages (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.

(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, both the Payment in Lieu of Health Insurance and the cost of the dental and/or vision coverage shall be prorated. The cost of the Wellness Center shall be absorbed by the Employer.

When both spouses work for Bay County and are both eligible for health care and one spouse elects healthcare, the other spouse shall be ineligible for the Payment in Lieu of Health Care.

(3) **METHOD OF COMPUTING EMPLOYEES' SHARE OF PREMIUMS**

Effective July 1st of each year subsequent to 2003, 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 added (as in the case of the Medtipster program), with one or both actions being implemented only to enhance cost savings, the employees' contributions shall be fifteen (15%) of the rates that are developed based upon the preceding calendar year's actual cost of all programs combined.

(4) **RETIREES**

Effective upon execution of this agreement by the parties in 2003, retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO health plan without dental and vision; retirees who are eligible for Medicare shall select only the Blue Cross Blue Shield CMM 100 health plan; retirees' contributions toward the cost of health insurance shall be calculated using the same formula as that used for employees, as described in Section III above.

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

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

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

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

POLC SUPERVISORY UNIT/BAY COUNTY
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Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
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 coverages 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.

(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 with the department 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 (over the counter) drugs (with Doctor's prescription)	$0
Generic	$0 - $10
Name Brand- Preferred	$30
Name Brand – Non-Preferred	$50
Bio-Tech (over $1000 and injectable)	$100 minimum, $200 Maximum Plus relinquishment of any coupons issued.

The County will conduct meetings as soon as practicable following implementation (at which attendance is mandatory) to explain the provisions of this plan to employees. Inasmuch as both the County and employees have a stake in the cost of health care, and in light of the significant savings to be realized through better education about prescription drug usage, the following has been agreed to.

21.3 - 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 Seventy-Five and No/100 ($375) 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 May, 2000, employees hired on or after May 1, 2000, shall become eligible to apply for sick and accident coverage after one calendar year from date of hire. Employees hired prior to May 1, 2000, are eligible to apply for sick and accident insurance from date of hire with the current waiting period.

Effective upon the signing of the Agreement in 2001, the maximum paid shall be

increased to Four Hundred and No/100 ($400) Dollars.

21.4 - LINE OF DUTY DISABILITY

When an employee is injured or incapacitated during the course of his or her employment, he or she shall receive such pay for lost time as provided under the Worker's 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 or her regular base pay, less all amounts paid by the COUNTY and coordinated under the Act, at the time such worker's compensation benefits are paid. Nothing herein shall prevent the County from paying sickness and accident benefits pursuant to Section 21.3 of this Agreement if a worker's disability compensation claim is concurrently pending.

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

21.6 – If an employee is unemployable due to line of duty disability for a period of one (1) year, the employees seniority shall be broken, 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, his or her seniority shall accumulate for that period, although no benefits will be paid or accrue, except as provided in Article 21.4. 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 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.

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

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

21.9 - 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.

21.10 - Within 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.

21.11 - BENEFITS WHILE OFF WORK

While on sick or injury leave (not duty related), employee shall use his or her accumulated sick leave and be carried as working and shall accrue all benefits (accrued sick days, vacations, longevity, gun allowance, uniform maintenance allowance, except that uniform maintenance allowance and gun allowance shall not be paid for any extended sick time over 240 hours).

21.12 - 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).

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

21.14 - When a member is off for over 180 days but less than 365 days, he or she shall receive benefits including accrued sick days, vacation and longevity, but shall not receive a gun allowance, uniform allowance or cleaning allowance.

21.15 - All employees covered by the terms of this contract shall be afforded the opportunity of the following health programs, paid for by the 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

21.16 - All employees covered by the terms of this contract shall be afforded the opportunity of receiving Hepatitis B shots through the County Health Department at no cost to the employee.

ARTICLE 22
UNIFORMS AND MAINTENANCE

The EMPLOYER will provide uniforms, kevlar gloves and other articles of clothing which the EMPLOYER requires employees to wear when on duty. An annual allowance of Three Hundred Seventy-five and No/100 Dollars ($375.00) will be paid to each uniformed officer for the purpose of cleaning and maintaining uniforms and including the purchase of required footwear (shoes). Plain clothes officers will be paid a Two Hundred and No/100 Dollars ($200.00) clothing allowance, pro rata to the date of hire, plus the Three Hundred Seventy-five and No/100 Dollars ($375.00) cleaning allowance paid to uniformed officers, pro rata. These amounts are to be paid in two (2), pro-rated to the date of hire semi-annual payments, during the months of July and December in the first pay periods. Upon termination of employment with the EMPLOYER, the employee will receive the earned pro-rata share of this allowance.

Effective January 1, 1996, the clothing allowance shall be increased to Four Hundred Fifty and No/100 Dollars ($450.00).

Effective thirty (30) days after the execution of this contract in 2007, the cleaning allowance shall be increased to Five Hundred Fifty and No/100 dollars ($550).

Effective January 1, 2008, the cleaning allowance shall be increased to Six Hundred Fifty and No/100 Dollars ($650).

ARTICLE 23
LEGAL COUNSEL: LIABILITY INSURANCE

23.1 - The EMPLOYER shall provide at no cost to the employee a policy of liability insurance to indemnify and 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.

23.2 - 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 to 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.

23.3 - The coverage provided by such insurance shall be in an amount not less than Fifty

Thousand and No/100 ($50,000) Dollars for each person or One Hundred Thousand 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. The coverages shall increase up to the amounts actually specified in the insurance policy provided to the County through the Michigan Municipal Risk Management Authority or comparable insurer.

23.4 - When an employee is charged with an offense and after investigations no warrant is issued against said officer by a Prosecuting Attorney or Court of law, no suspension without pay shall result due to the criminal charge. However, the SHERIFF may impose discipline for wrongdoing.

ARTICLE 24
EDUCATIONAL TRAVEL AND EXPENSES

24.1 - 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. An employee shall be limited to a maximum of two Master's Degree courses per twelve (12) month period. Educational reimbursement excludes degrees above a Master's Degree.

24.2 - The EMPLOYER shall pay the tuition and related necessary expenses and provide adequate transportation for attendance at any educational or training courses which the EMPLOYER may request that one or more employees attend. This does not include the SHERIFF'S monthly meeting. If the monthly meeting is combined with a training session, attendance at the training session will be optional. If an employee elects to use transportation other than that provided, the EMPLOYER is not obligated to make reimbursement of any transportation expenses.

ARTICLE 25
RETIREMENT PROGRAM

25.1 - Provisions of the COUNTY'S retirement program, under the County Retirement Ordinance, as they relate to this Bargaining Unit, are hereby made a part of this Agreement.

25.2 - It is mutually agreed that effective, January 1, 1989, members of the Police Officers Labor Council, 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, effective January 1, 1989.

Effective January 1, 1993, the pension plan shall be amended to provide retirement at twenty-five (25) years of service, regardless of age.

25.3 - The bargaining unit shall purchase, at their cost, the 2.25% multiplier for all years of service. The employee shall pay for this benefit through payroll deduction which cost is 2.55%. The EMPLOYER shall have no obligation to pay for any portion of this pension improvement. This improvement shall be effective January 1, 1997.

Effective January 1, 2001, the employee's cost of the 2.25 multiplier (which cost is 2.55%) shall cease.

Effective as soon as possible after execution of this Agreement, the retirement plan multiplier shall be increased from 2.50% to 2.80%. The employees shall pay for this improvement not to exceed 2% of the cost of the improvement. In the event that any other Bay County bargaining unit receives the increased multiplier at either no cost, or at a cost less than 2.0% of compensation, then the cost for employees covered by this Agreement shall be reduced accordingly under the terms noted below.

The contract language shall be interpreted to mean that a Bay County bargaining unit is defined as a unionized/recognized bargaining unit in which the Bay County Board of Commissioners is the recognized Employer either wholly or as a Co-employer.

Further, if a County bargaining unit forgoes a wage increase in order to receive the enhanced 2.5 multiplier, that shall not be considered as receiving a 2.50% multiplier for less than 2.0% or no cost. Further, in the event that an Act 312 eligible unit obtains a reduction in employee payment for the 2.5% multiplier, that shall not apply to this bargaining unit.

25.4 - For employees hired on or after January 1, 2006, the following shall apply:

(1) Increase the retirement vesting period from 8 years to 10 years.
(2) Increase the number of hours of work to be included in the retirement system from 800 to 1,000 per year.

25.41 - Effective January 1, 2012, for members of this unit hired with the department on or after January 1, 2012, said ordinance will provide for a benefit formula based on 1.6% of the employees' average annual income based on his or her best five years earnings times the number of years, and who have worked a minimum of 1,000 hours.

25.5 - This applies to all employees who retire. Retirees will be provided health insurance only 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. (See attachment B for the level of coverage for others).

25.6 - For employees hired on or after January 1, 2007, Attachment B shall apply pertaining to health insurance for retirees. Attachment C applies to those employees hired prior to January 1, 2007.

ARTICLE 26
HOURS OF WORK

26.1 - WORK PERIOD

One hundred sixty (160) hours in each twenty-eight (28) consecutive days shall constitute a regular work period for all employees, in accordance with Section 207(K) of the Federal Fair Labor Standards Act [29 USC 207(K)].

26.2 - WORK DAY

The work day shall consist of twelve (12) hours. On-duty time shall not exceed sixteen (16) hours in any 24-hour period. This shall include the taking of trips.

26.3 - LEAVE DAYS

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

26.4 - 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.

26.5 - 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 27
OVERTIME, COURT TIME, AND CALL BACK

27.1 - OVERTIME

Time and one-half shall be paid for all hours worked over twelve (12) hours per day and 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. Thus, when an employee works a two (2) week seventy-two (72) hour work period and then a two (2) week eighty-eight (88) hour work period, that employee will not be paid overtime for the eight (8) hours in the second two (2) week eighty-eight (88) hour work period. The SHERIFF shall maintain the current 6/2 schedule (at the Sheriff's option).

27.2 - 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 (1½) times his or her regular rate with a minimum of two (2) hours.

27.3 - 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. Patrolmen on standby for bureau assignment shall be paid one (1) hour of regular pay for every four (4) hours of standby time.

27.4 - CALL BACK

Time and one-half shall be paid for those hours an employee is called in to work during his or her off-duty hours. An employee called to work at a time other than his or 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 or her scheduled work, in which case he or she shall be paid for the actual hours worked at his or her overtime rate.

27.5 - COMP TIME

Any employee may request comp time off for overtime hours worked at the same rate (one and one-half times) to a maximum of sixty (60) hours at any one time. Comp time may be taken with the approval of the Sheriff or his or her designee.

27.6 - ON DUTY/OFF DUTY

An officer performing a police action while off duty is to be automatically considered to be on duty at overtime rate whenever he or she takes any police action upon the commission of a felony while off duty within the County of Bay.

ARTICLE 28
EQUALIZED OVERTIME PROVISION

28.1 - The EMPLOYER, COMMAND OFFICERS UNIT, AND DEPUTIES UNIT mutually agree on the principle that overtime work shall be distributed as equally as possible among the eligible employees. An eligible employee shall be considered as one who can satisfactorily perform the job assigned and meets any mandatory training requirements to fill the overtime. All overtime, excluding court time, shall be counted. Overtime, both scheduled and call-in, shall be offered to the qualified employee who has the lowest overtime hours.

Command Officers shall call for Road Patrol overtime in the following sequence:

(1) Deputy Unit members (excluding the BAYANET position)
(2) Command Officers Unit members
(3) Deputies Unit members on scheduled vacation (whom have not indicated availability in writing)
(4) Command Unit members on scheduled vacation (whom have not indicated availability in writing)

Command Officers shall call for Detective overtime based on the established On-Call Detective List. The Detective On-Call list shall be posted in the Shift Commander's Office.

Command Officers shall call for Command Overtime in the following sequence:

(1) Command Unit members (from low overtime to high overtime)
(2) Command Unit members on scheduled vacation (whom have not indicated availability in writing)

The Sheriff may require employees to perform overtime work. (This Article is subject to approval by the Deputies' Unit).

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

28.3 - This overtime register shall record all members of both the Deputies Unit and Command Officers Unit.

28.4 - Each January 1, the names of all Deputies Unit members and Command Unit members shall be placed in the overtime register. Also included are probationary employees with more than six (6) months of employment.

28.5 - On January 1 of each year, everyone in the overtime register will begin with zero (0) hours. At the first overtime situation, the list shall be called by seniority (from high to low) using the sequence listed above (Section 29.1) until needed personnel are available.

28.6 - Whenever a situation arises where more employees are needed than agree to work, the eligible employee with the least amount of recorded overtime qualified to fill the position shall be ordered to work.

Employees indicating interest and availability for voluntary overtime (i.e., Alcohol Enforcement, Seatbelt Grants, etc.) shall be ordered to fill any unfilled position in the event that the Voluntary Call-in List has been exhausted. The eligible employee on the list with the least amount of recorded overtime shall be ordered to work.

Only those employees who have signed up indicating their interest and availability for voluntary overtime call-in shall be ordered for such overtime.

28.7 - When the need to fill overtime hours becomes 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 fills the remaining hours.

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

28.9 - 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 3, SHERIFF level.

28.10 - A new employee, upon entering the service, may or may not be assigned to

overtime hours during the first six (6) months of employment, as determined by the SHERIFF.

28.11 - After a new employee completes six (6) months of satisfactory service or any seniority employee reenters the bargaining unit, he or 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 reenters the list.

28.12 - Overtime shall not be scheduled while on authorized vacation unless such an officer indicates his or her availability during his or her vacation, in writing to the EMPLOYER.

28.13 - 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.

28.14 - The SHERIFF may require employees to perform overtime work; provided, however, employees may be excused from overtime work by the SHERIFF where requiring an employee to perform overtime work would cause a severe or inequitable hardship to the employee or where a volunteer qualified replacement can be secured. The SHERIFF shall not be arbitrary or capricious.

28.15 - The un-excused refusal of overtime work by any employee may subject such employee to disciplinary action.

28.16 - If an employee does not consider himself/herself physically, mentally, or otherwise able to accept overtime, he or 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 or she shall be taken off the overtime equalization list. The EMPLOYER may, at his or 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 highest amount of overtime hours on the list at the time said employee reenters the list.

28.17 - Anything herein to the contrary notwithstanding whenever overtime is available which qualifies for pay in excess of time and one-half, then in that event, the officer with the most overtime hours worked shall be called first, and then down the list from officers working the most overtime hours down to the least worked overtime hours without regard to seniority.

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

ARTICLE 29
PERSONNEL FILE

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

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

29.3 - Two years following the insertion of such letter, the letter shall be removed and the record of it expunged.

29.4 - 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.

29.5 - Disciplinary suspensions of less than ten days shall be removed from the employee's file after three years.

29.6 - The member will be informed of any part of his or her record so expunged.

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

29.8 - Seventy two (72) hours prior to disclosure of information in an employee's personnel file to a third (3rd) party, not involved with the EMPLOYER, the employee involved and the UNION Chairperson shall be sent notice.

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

ARTICLE 30
MANAGEMENT RIGHTS

30.1 - 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 31
SALARIES – WAGES

The wages for all employees are listed in the County's Wage and Salary Program, according to the wage schedules, and are in effect for the duration of this agreement.

Effective January 1, 2020, Sergeant wages will be 11% above the 5 Year Road Patrol Deputy and Lieutenant wages will be 16% above the 5 year Road Patrol Deputy.

	2020	2021	2022
Sergeant	**$29.84**	**$30.44**	**$31.05**
Lieutenant	**$31.18**	**$31.81**	**$32.45**

Employees on the rolls effective January 1, 2020, shall be paid a lump-sum payment 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 effective January 1, 2021, shall be paid a lump sum payment of 1% of their gross wages for calendar year 2020, to be paid no later than the end of the third quarter in 2021. Employees on the rolls effective January 1, 2022, shall be paid a lump sum payment 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 32
LONGEVITY

32.1 - LONGEVITY

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

1% after completion of 5 years of service
2% after completion of 10 years of service
3% after completion of 15 years of service
4% after completion of 20 years of service
Employees hired on or after January 1, 1989 and after shall not be eligible for longevity pay.

32.2 - Longevity payments will be paid on the first pay period following the anniversary of effective date of hire for eligible employees.

ARTICLE 33
SHIFT DIFFERENTIAL

Shift differential shall be paid to all officers working afternoons and midnights at the following schedule:

Night shift..... 50¢ per hour

ARTICLE 34
OFF-DUTY WORK

Sheriff's Department personnel shall not perform police-related duties on off-duty jobs in or out of uniform without the approval of the SHERIFF or his or her designee. The SHERIFF will make an effort to divide the work equally among those interested in such work. Members of the bargaining unit shall not, at any time while in uniform, work for less than their hourly base rate. An availability list will be posted stating type of work, dates, and times and locations of work to be performed. The work will be distributed as equally as possible among those on the availability list.

ARTICLE 35
GUN ALLOWANCE

Bargaining Unit members may carry a handgun during their off-duty hours as determined by the SHERIFF and for this consideration will be paid One Hundred Twenty Five Dollars ($125.00) per year off-duty gun allowance, whether they are authorized to carry the weapon or not. This allowance is to be paid on December 1 of each year and as of December 31 of that year. In the event an employee has been terminated prior to or has less than twelve (12) months' service as of December 31 of that year, the allowance will be prorated.

ARTICLE 36
TRANSPORTATION OF PRISONERS AND MENTAL PATIENTS

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

36.2 - TRAVEL ALLOWANCE

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

36.3 - 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.

36.4 - DISTRIBUTION OF TRIPS

Trips shall be distributed as equally as possible among off-duty interested, qualified members of the Bargaining Unit. However, the EMPLOYER may use non-Bargaining Unit members (CFO's and Deputies) 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. (This provision is subject to approval by the Deputies' Unit).

36.5 - REFUSAL OF TRIPS

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

36.6 - 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.

36.7 - 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 or her name is entered on the sheet.

36.8 - 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.

ARTICLE 37
SCUBA DIVER

Each employee who has made himself available to the EMPLOYER for diving and has been accepted by the EMPLOYER shall be entitled to eight (8) hours of proficiency training and practice each month. It is intended such training shall be taken during or in place of the regular work hours of the employee. The date on which such proficiency training and practice is to take place shall be designated by the EMPLOYER, or by a representative designated by the EMPLOYER. Divers, while actually engaged in body or evidence recovery work, shall receive double time while diving.

ARTICLE 38
BREATHALYZER OPERATOR

Certified Breathalyzer Operator shall be compensated at an additional One Hundred and No/100 ($100.00) Dollars per year; payable in December of each year and prorated from date of certification of January 1, if then certified, to December 31 of the payment year.

ARTICLE 39
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 40
TRAVEL REGULATIONS

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

ARTICLE 41
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 42
GENDER

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

ARTICLE 43
FAMILY AND MEDICAL LEAVE ACT

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

POLC SUPERVISORY UNIT/BAY COUNTY
TERMINATION DATE: DECEMBER 31, 2022

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

POLICE OFFICERS LABOR COUNCIL,
BAY COUNTY SHERIFF'S DEPUTIES

Date:_____ By: Duane P. Smith 10/26/2020
Duane Smith

Date: 10/27/20 By: _____
MICHAEL SHORE

Date:_____ By:_____

Date:_____ By:_____

COUNTY OF BAY BOARD OF COMMISSIONERS

Date: 11/5/2020 By: _____
Chairperson of Board of Commissioners

COUNTY OF BAY

Date: 10/29/20 By: J. Barcia
Bay County Executive

SHERIFF OF BAY COUNTY

Date: 10-27-2020 By: _____
Bay County Sheriff

POLC SUPERVISORY UNIT/BAY COUNTY
TERMINATION DATE: DECEMBER 31, 2022

LETTER OF UNDERSTANDING

The rank of the Bay County Sheriff's Department is as follows:

Sheriff
Undersheriff
Lieutenant
Sergeant

Troy R. Cunningham 10-27-2020
Bay County Sheriff, Troy Cunningham Date

10/27/20
Union Representative Date

Duane P. Smith 10/26/2020
POLC Representative Date

POLC SUPERVISORY UNIT/BAY COUNTY

LETTER OF UNDERSTANDING

Any Employee who is promoted from within this bargaining unit to a position outside of the bargaining unit, may return to a position within the bargaining unit upon demotion providing they have seniority to hold that position.

POLICE OFFICERS LABOR COUNCIL,
BAY COUNTY SHERIFF'S DEPUTIES

Date: 6-3-13 By: Duane P. Smith
Duane Smith

Date: 6-18-13 By: Troy R Cunningham
Troy Cunningham

COUNTY OF BAY BOARD OF COMMISSIONSERS

Date: 6-24-13 By: Ernie Krygier
Ernie Krygier, Chairperson of Board of Commissioners

COUNTY OF BAY

Date: 6-25-13 By:
Thomas L. Hickner, County Executive

SHERIFF OF BAY COUNTY

Date: 6-18-13 By: John E Miller
John E. Miller, Sheriff

ls/POLC LOU-SupervisoryUnit