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March 14, 1997
ORIGINAL FOR EXECUTION

AGREEMENT

Between

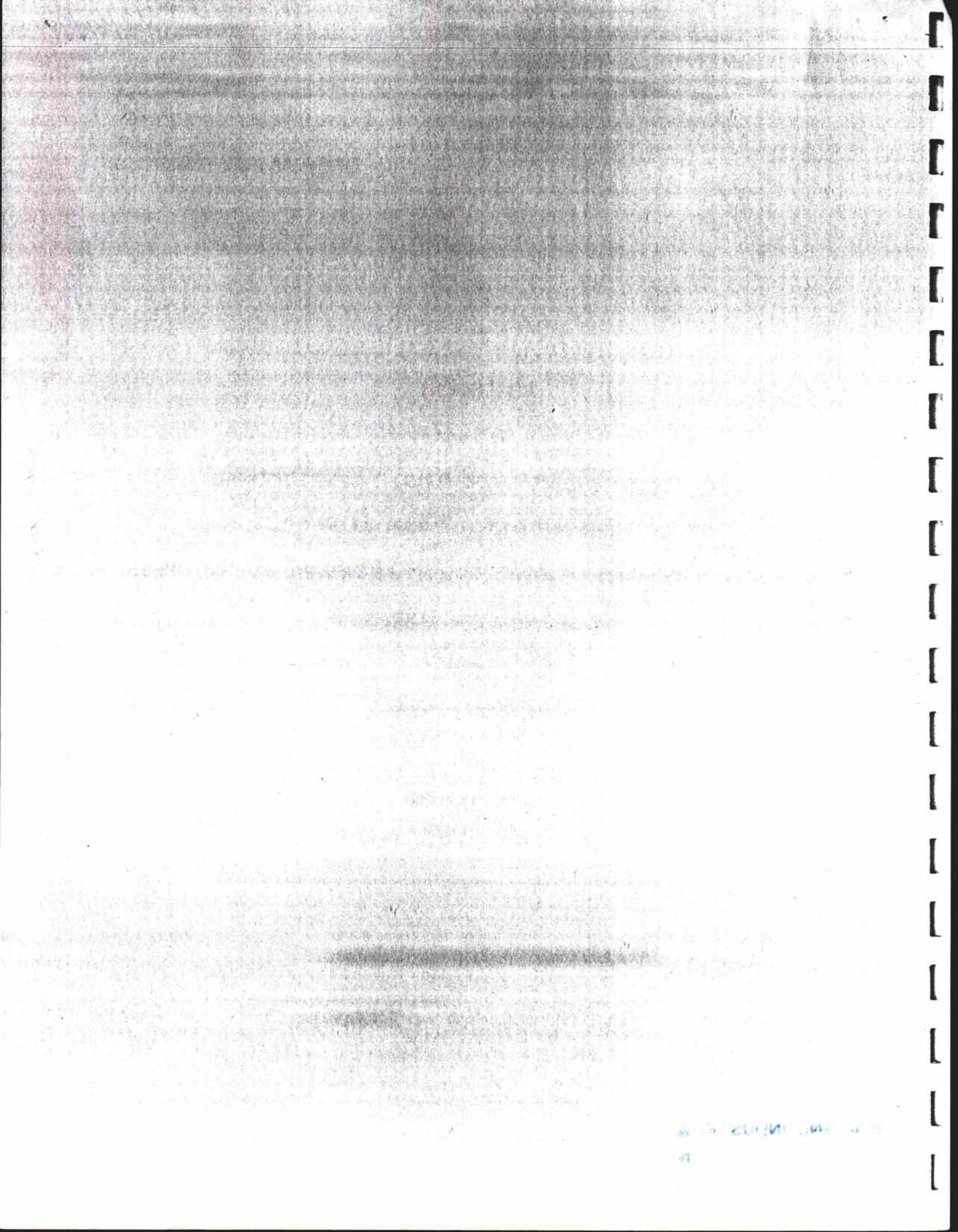
**BAY COUNTY SHERIFF'S DEPARTMENT CORRECTIONAL
FACILITY OFFICERS AND RECORDS SPECIALIST, LOCAL #3523
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO MICHIGAN COUNCIL 25**

and

**BAY COUNTY SHERIFF
AND
BAY COUNTY**

Bay County

JANUARY 1, 1997 - DECEMBER 31, 1999



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ARTICLE I
AGREEMENT

THIS AGREEMENT, entered into between the COUNTY OF BAY, a municipal corporation, and the BAY COUNTY SHERIFF (together hereinafter referred to as the "Employer" or the "County"), and BAY COUNTY SHERIFF'S DEPARTMENT CORRECTIONAL FACILITY OFFICERS AND RECORDS SPECIALISTS, LOCAL #3523, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO MICHIGAN COUNCIL 25, (hereinafter referred to as the "Union").

ARTICLE II
PURPOSE AND INTENT

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

ARTICLE III
RECOGNITION

The Employer recognizes the MICHIGAN AFSCME COUNCIL 25 AFL-CIO, as the sole and exclusive bargaining agent permitted and required by Act 336 of the Public Acts of 1947, as amended, for all employees certified by the Michigan Employment Relations Commission as of November 20, 1987:

All full-time and part-time Correctional Facility Officers and Records Specialist, excluding elected officials and all other employees.

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

ARTICLE IV
REPRESENTATION

4.1 - The Union shall be represented in all negotiations by a Bargaining Committee of the Union and/or a representative from AFSCME, Michigan Council 25, AFL-CIO.

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

4.3 - The Employer and Union shall be limited to no more than four (4) members each at any bargaining session, with the understanding that each side may be represented by counsel or may call persons to appear for the purpose of giving pertinent testimony. It is understood, however, that no more than two (2) members of the Union shall be on duty at any bargaining session.

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

ARTICLE V
UNION SECURITY AND DUES CHECKOFF

5.1 - The County will deduct, upon signed authorization by individual employees, all initiation fees, dues, and assessments as certified by the Union, and forward same to the Union's authorized Treasurer each month. The authorization shall be irrevocable for the term of this Agreement.

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

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

5.4 - The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay

due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

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

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

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

5.8 - HOLD HARMLESS AND INDEMNIFICATION

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this contract or the termination of an employee as provided under this contract. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE VI
NO STRIKE CLAUSE

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

ARTICLE VII
UNION MEMBERSHIP - AGENCY SHOP

7.1 - All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the County, whichever is latter, become members; or, in the alternative, shall

within thirty (30) days of the effective date of this provision or within thirty (30) days of his/her date of hire by the County, whichever is latter, as a condition of employment, pay to the Union the initiation or records maintenance fee and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the County who are members. The records maintenance fee shall be the equivalent of the initiation fee.

7.2 - The Employer and County agree that upon receiving a signed statement from the Union indicating that the employee has failed to comply with 7.1 above, said employee shall be dismissed within ten (10) days after notice to the employee unless such condition has been rectified within said ten-day period.

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

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

7.5 - Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues and initiation fee or records maintenance fee and service fees.

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

ARTICLE VIII

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

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

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

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

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

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

ARTICLE IX **UNION BUSINESS**

9.1 - UNION LEAVE OF ABSENCE

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

9.2 - BULLETIN BOARD

A suitable bulletin board shall be furnished by the Employer in a convenient place to be used to post Union notices and results of Union elections. The Employer reserves the right to remove any materials not conforming to the above or any material which is derogatory. Materials may be removed by the Employer after thirty (30) days. All materials shall be dated.

9.3 - The Union may schedule and conduct its meetings on Sheriff Department property provided:

- (1) Union gives written notice to the Sheriff at least twenty-four (24) hours prior to any meeting;

- (2) It does not disrupt the duties of the employees or the efficient operation of the Department;
- (3) The County incurs no additional cost for said meeting.

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

9.5 - MEETINGS WITH BARGAINING COMMITTEE

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

ARTICLE X
DISCIPLINARY PROCEDURE

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

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

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

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

10.5 - No disciplinary action shall be commenced after thirty (30) calendar days of the alleged violation by an employee or thirty (30) days of the Sheriff or Undersheriff becoming aware of the alleged violation unless the employee is notified within that thirty (30) days of the pending investigation or unless notification would interfere with the investigation.

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

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

ARTICLE XI **GRIEVANCE PROCEDURE**

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

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

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

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

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

Step 3: Failing to resolve the grievance in Step 2, the Union may, within eight (8) days of receipt of the Sheriff's disposition, take the matter up

with the County Executive or his/her designated representative who shall, within twenty (20) days of receipt of the grievance, return his/her answer in writing.

Step 4: Failing to resolve the grievance in Step 3, the Union may, within ten (10) days of receipt of the County Executive's disposition, submit the grievance for mediation with the Michigan Department of Labor, Mediation Section or the Union may waive this step and proceed to Step 5 within said ten (10) days.

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

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

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

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

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

11.8 - ARBITRATOR'S POWERS

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

the arbitrator has exceeded his/her jurisdiction or has arrived at an award fraudulently or by improper means.

11.9 - ELECTION OF REMEDIES

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

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

ARTICLE XII
SENIORITY

12.1 - Seniority of a new employee shall be commenced after the employee has completed his/her probation period of one (1) 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 three (3) months by mutual agreement between the Union and the Sheriff.

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

- (1) Any employee hired on or after July 1, 1982, shall be advised at the time of hire that he/she is being hired as a correctional facility officer and that he/she will accrue seniority only in the capacity in which he/she was hired.
- (2) Nothing herein will or is intended to prevent the Employer from temporarily assigning any employee, including those hired on or after July 1, 1982, to work in another classification.

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

- (1) He/she resigns or retires.
- (2) He/she is dismissed for just cause and that dismissal is not reversed through the grievance procedure.
- (3) He/she is absent for two (2) consecutive working days without notifying the officer in charge unless such notification is beyond the control of the employee. In proper cases, exceptions may be made by the Sheriff. After such absence, the Sheriff agrees to send written notification by certified mail, return receipt requested, to the employee at his/her last known address, with a copy to the President of the Union, that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (4) He/she is convicted or pleads guilty or no contest to a felony. Nothing shall preclude the Sheriff from taking appropriate disciplinary action if an employee is guilty or pleads guilty or no contest to a misdemeanor.
- (5) He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years whichever is less.
- (6) Unexcused failure to return from a leave of absence of any kind on a specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Sheriff may require verification of the circumstances.
- (7) Starting December 11, 1990, he/she intentionally falsifies his/her employment application record.
- (8) Failure to return to work from layoff as set forth in the recall procedure.

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

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

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

Temporary employment in this section shall not exceed twenty (20) calendar days.

- (3) An employee recalled from layoff to a position for which he/she is qualified and which is identical or higher in rate of pay to the job from which he/she was laid off shall return to work. Failure to accept the position shall result in a loss of seniority and employment.

ARTICLE XV **MISCELLANEOUS PROVISIONS**

15.1 - ASSIGNMENT EXCHANGE

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

15.2 - CONTRACT PRINTING

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

15.3 - SHIFT COMMANDER

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

15.4 - EQUIPMENT

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

15.5 - DUTY EXPENSES

Approved expenses in the line of duty shall be reimbursed as outlined in the County's General Travel Policy for all County employees.

15.6 - ANNUAL PHYSICALS

The Employer and the Union agree that each employee shall be required to undergo a complete annual physical examination by the County Physician. 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
April - June

Employee's Last Name Beginning A-F
Employee's Last Name Beginning G-L

16.3 - SUPERVISORS

Supervisors, while serving at the rank above Sergeant, shall not displace or substitute for members of the bargaining unit in the performance of his/her assigned duty except in the case of an emergency.

16.4 - AUXILIARY OFFICERS AND PART-TIME EMPLOYEES

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

ARTICLE XVII
PROMOTIONS

17.1 - PROMOTIONS

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

17.2 - EXAM ANNOUNCEMENT

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

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

Sergeant I Correctional Facility Officer
Sergeant II Correctional Facility Officer
 - (b) Eligibility lists shall be valid for one (1) year from the date of the written exam.
- (2) Resource material for all written exams shall be noted at the time of posting.

17.3 - ELIGIBILITY

(1) SERGEANT CANDIDATES

No employee shall be allowed to take the test for Sergeant I unless he/she has completed three (3) years as CFO, with the Bay County

Sheriff's Department, and for Sergeant II, three (3) years as CFO with the Bay County Sheriff's Department, and has been appropriately certified to work for that division before the date of the exam.

(2) **ALTERNATE ELIGIBILITY WHEN NO ONE QUALIFIES**

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

17.4 - WRITTEN EXAM

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

- (1) Answers on the question exam shall be scored by percentage. All questions answered correctly equals one hundred percent (100%). This amount multiplied by fifty percent (50%) produces the score for a written exam. (Maximum score is fifty (50) points).
- (2) Viewing of exam - all members will be allowed to see his/her corrected exam.

17.5 - ORAL

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

- (1) The oral board shall score on a percentage basis with a perfect score being one hundred percent (100%). This percentage score is then multiplied by thirty (30). This then becomes the score for the oral exam. Maximum score is thirty (30) points.
- (2) The oral exam shall be given before written tests are corrected.

17.6 - SENIORITY

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

also a holiday, Monday and Tuesday shall be celebrated as holidays. Employees working a seven-day per week schedule shall celebrate the holidays on the day of its occurrence.

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

ARTICLE XIX **SICK LEAVE**

19.1 - ACCRUAL

An employee shall accrue sick leave on the basis of one (1) day for each month of service up to one hundred twenty (120) days of unused leave. For purposes of interpreting this section, a month of service will be allowed for any month in which at least eleven (11) days are worked. For each sick day accrued over one hundred twenty (120), the employee shall be credited for one-half day vacation. On the effective date of this contract any employee who has accumulated in excess of one hundred twenty (120) days shall have his/her accumulation frozen, see Letter of Understanding attached. Effective January 1, 1997, the maximum days shall be increased to one hundred twenty (120) days.

19.2 - 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. This may include a requirement for examinations by a doctor selected by the Employer. Falsification of such medical verification shall subject the employee to discipline by the Sheriff.

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

- (1) Any employee who is eligible for retirement and retires from County service and is entered on the retirement or pension roll of the County or any employee who leaves the County's employ having attained the age of sixty (60) years shall be paid for one-half of his/her unused sick leave at the time of departure. The estate of an employee who dies while employed by the County shall, upon death of the employee, be paid for one-half of his/her unused sick leave on record at the time of death.
- (2) Any employee who resigns the employ of the County after eight (8) years of continuous service with ten (10) working days' notice shall receive one-half of all accumulated sick leave days up to the maximum accumulation

of one hundred twenty (120) days i.e. sixty (60) days total payout (unless, pursuant to 19.1 above, the employee has more than one hundred twenty (120) days, in which case he shall receive one-half of that greater amount).

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

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

ARTICLE XX **MATERNITY LEAVE**

Maternity leave shall be treated as any other illness.

ARTICLE XXI **LEAVES OF ABSENCE**

21.1 - PERSONAL LEAVE

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

21.2 - MILITARY LEAVE

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

21.3 - JURY DUTY

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

21.4 - LEAVES/SENIORITY

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

21.5 - POLITICAL LEAVE

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

21.6 - BENEFIT FREEZE

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

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

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

ARTICLE XXII
FUNERAL LEAVE

22.1 - In the event of death in the employee's immediate family (i.e., daughter-in-law, son-in-law, grandchild, parent, grandparent, parent of a current or deceased spouse, brother, or sister), the employee, upon request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. For the death of a spouse or child the employee shall have five (5) days under the same terms and conditions noted above.

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

22.3 - In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, no more than three (3) or five (5) if a spouse and child, normally scheduled work days shall be excused with pay.

22.4 - In the event of an employee's grandparent-in-law, grandchildren-in-law, or brother or sister of a current or deceased spouse, one (1) day paid leave will be allowed.

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

22.6 - Additional paid time may be granted for extenuating circumstances at the discretion of the Employer. The total of all leave shall not exceed five (5) days.

22.7 - Upon request, the Employer agrees to release two (2) employees on paid leave for the purpose of attending the funeral of a Michigan police officer killed in the line of duty. The paid leave not to exceed one (1) day.

ARTICLE XXIII **PROBATIONARY PERIOD**

All employees shall be considered probationary employees until the employee has completed one (1) year of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason for more than ten (10) scheduled work days, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE XXIV **VACATIONS**

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

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

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

1 year	12 days
2 years	12 days plus 1 merit day
3 years	12 days plus 2 merit days
4 years	12 days plus 3 merit days
5 years	12 days plus 4 merit days
6 years	12 days plus 5 merit days
7 years	12 days plus 6 merit days
8 years	12 days plus 7 merit days
9 years	12 days plus 8 merit days
10 years	12 days plus 9 merit days
11 years	12 days plus 10 merit days (maximum)

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

24.5

- A. Vacation may be taken in any unit from one (1) day up to the maximum accumulated for that year, subject to scheduling between the Employer and the Union. Vacation shall be scheduled by seniority. The vacation schedule is shown in quarters: the first and fourth are the winter section, and the second and third are the summer section. Each person shall pick no more than one (1) slot (one week) in the winter section, and one slot (one week) in the summer or one two (2) week pick in one section, on each rotation of the schedule. No more than one (1) CFO, Court Officer and Shift Commander shall be on vacation at the same time, from the same shift. Any vacation time not scheduled by March 1 will be on first request basis. One (1) day vacations and one half (1/2) day vacations will be scheduled no more than one (1) month in advance, and no less than sixteen (16) hours notice to your shift commander. The vacation schedule will be out by December 2 of the previous year.
- B. The Records Specialists may take vacation in one (1) hour or more increments upon prior approval of his/her supervisor.

24.6 - Employees may, at his/her option, accumulate vacation up to and including thirty (30) days provided that all employees must take at least ten (10) vacation days each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

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

ARTICLE XXV **HEALTH AND BENEFITS**

25.1 - LIFE INSURANCE

The Employer will provide a Fifteen Thousand and No/100 (\$15,000.00) Dollars double indemnity life insurance policy for each employee. In order to qualify, the employee must be able to meet insurance company requirements.

25.2 - HEALTH INSURANCE **SECTION 1 - MEDICAL AND HOSPITALIZATION INSURANCE**

I. The COUNTY will provide the following options for medical/hospitalization coverage subject to the maximum contributions set forth herein, effective September 1, 1989:

- A. Blue Cross Blue Shield of Michigan (BCBSM) First Dollar
- B. BCBSM Comprehensive Major Medical with dental, vision and orthodontic riders
- C. Blue Care Network regular
- D. BC/BS CMM - PPO Preferred Provider Organization

The Preferred Rx Prescription Drug Plan shall be the sole drug plan to be provided with options A, B and D above.

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

The Employer-paid portions of the cost of these benefit options is limited to the following maximum or "caps" i.e.; 1988, Three Hundred Twenty and No/100 (\$320.00) Dollars/month; 1989, Three Hundred Twenty Five and No/100 (\$325.00) Dollars/month; and 1990, and thereafter until the new program takes effect, Three Hundred Thirty and No/100 (\$330.00) Dollars/month.

Subject to the maximum or "caps" the Employer shall continue coverage for employees who retire after January 1, 1985. Retirees eligible for Medicare will be covered by supplemental coverage, subject to the maximum or "caps".

Effective January 1, 1989, the spouse of a retiree at time of retirement will be eligible for health care benefits, which shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee (or spouse), subject to the maximum or "caps"

for the Employer paid portion. The Employer paid portion of the cost of this benefit obligation for the spouse of the retiree is limited to the maximum or "caps" of One Hundred Sixty and No/100 (\$160.00) Dollars/month for 1989 and One Hundred Sixty-Five and No/100 (\$165.00) Dollars/month for 1990 and thereafter. Additional family coverage may be purchased by the retiree at his expense.

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.

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 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 requirements.

As set forth herein, the Employer will not be obligated to pay monthly premiums for health insurance in excess of:

\$320/month	-	1988
\$325/month	-	1989
\$330/month	-	1990 and thereafter until the new program takes effect

Should the premiums for the chosen medical/hospitalization plan exceed those levels, then a payroll deduction will be made from the employee's pay for all costs in excess of the maximum or "caps" above. The Employer's maximum contribution on the health insurance applies to active employees and retirees. The maximum obligation of the Employer to pay for a retiree's spouse is One Hundred Sixty and No/100 (\$160.00) Dollars/month in 1988 and One Hundred Sixty Five and No/100 (\$165.00) Dollars/month in 1990 and thereafter. The total obligation of the Employer for the retiree and his/her spouse is Three Hundred Twenty and No/100 (\$320.00) Dollars/month in 1988 and 1989, and Three Hundred Thirty and No/100 (\$330.00) Dollars/month in 1990 and thereafter.

The Employer will notify the Union immediately of any change or proposed change upward or downward in the per person cost of any of the medical/hospital insurance programs provided for herein.

II. PAYMENT IN LIEU OF COVERAGE

Any active unit member who was eligible, but chooses not to participate in the medical/hospitalization insurance package, who shows proof of insurance from another source, and who signs a waiver from the Employer, shall receive a One Thousand and No/100 (\$1,000.00) Dollars annual contribution, pro rata, to the COUNTY'S qualified deferred compensation plan. 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 Director of Human Resources. Said employee shall be entitled to a prorata contribution to the COUNTY'S qualified deferred compensation plan to date the employee becomes covered by the Employer's medical/hospitalization plan.

An employee may waive health insurance only if he/she has health insurance coverage from another source and signs a waiver from the Employer.

III. EFFECTIVE ANY TIME SELECTED BY THE EMPLOYER AFTER RATIFICATION BY THE PARTIES IN 1991, THE EMPLOYER SHALL PROVIDE THE FOLLOWING HEALTH INSURANCE PROGRAM IN LIEU OF I OF THIS SECTION 25.2.

(A) The Employer will pay the entire cost of the health insurance premiums for employees and covered dependents for 1991 after the new insurance programs become operational. Beginning January 1, 1992, Bay County will increase its contribution toward the cost of health care plans selected by employees in an amount equal to the lesser of: the actual premium costs of the four options provided, or an amount equal to 115% of the aggregate premium payable during the month the last County bargaining unit participates in this new health insurance program in the year of 1991. If the premium costs for health insurance in 1992 exceed 115% of the base month of 1991, that excess amount shall be paid by affected employees in the manner described below.

In 1993, Bay County will increase its contribution toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or an amount equal to 125% of the aggregate premium payable for the base month of 1991 (for total cost increase that Employer pays is 25% over 1991 rate) as noted above.

In determining the County's share of 1992 health care costs, the rates to be effective on January 1, 1992 will be applied to the actual enrollment levels as reported by the County the first month that the new health insurance is in effect. Therefore, any increase or decrease in the County's overall employment level or changes in enrollment among the health plans will not compound the rate change measurement.

However, the County's premium remittances to its health care plan insurers or administrators will reflect the actual number of employees enrolled, which may fluctuate as employment levels increase or decrease.

Method of Computing Employees' Share of Premiums:

The four health care packages offered to employees have been designed to meet various needs and preferences among employees, yet provide a comparable value regardless of the package selected. Therefore, any employee contributions to health care premiums in 1997, 1998 or 1999 will vary only according to the employee's family status (that is, coverage for the employee only, the employee and one dependent, or the employee and two or more dependents), but not according to the plan selected. In this way, freedom of choice among options is maintained and any migration by employees from one program to another is based on the merits of the options and the employee's preferences rather than on differences in employee contribution requirements.

The amount of employee contributions, if any, will be determined prior to January of each year and communicated at the time when employees are permitted to change their health care plan elections.

The Employer will pay the entire cost or a portion of the cost of the health insurance premiums based upon the formula stated herein for employees and covered dependents for 1997, 1998 and 1999. The method by which the increase of 1997, 1998 and 1999 health care costs over 1996 will be determined is by applying the rates to be effective January 1, 1997, 1998 and 1999, to the actual enrollment levels recorded for October 1996, which is the base month.

In 1997, Bay County will contribute toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or an amount equal to 107% of the aggregate premium payable for the base month of October 1996.

If the overall premium cost beginning January 1, 1997 exceeds 107% of the base monthly premium cost using the method referred to earlier, then employees will contribute the average excess above 107%. For example, if the average calculated premium is 109% of the base, employees will contribute 2% of the average 1997 premium for their level of coverage. That is, an average premium covering only an employee, an employee with one dependent, and an employee with two or more dependents will be calculated separately using the same base month enrollment as described earlier. The 2% employee contribution will be calculated separately for each of these levels of dependent coverage so that all employees who enroll in a health care option will make a contribution toward the excess cost, but employees with dependents will make proportionately greater contributions.

In 1998, Bay County will contribute toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or

an amount equal to 114% of the aggregate premium payable for the base month of October 1996.

Prior to the 1998 open enrollment in December of 1997, the average premium increase will be recalculated. If the average premium exceeds 114% of the base month premium using the method as referred to earlier, employee contributions will be recalculated. If the average premium is less than 114% of the base month premium (October 1996), then there will not be an employee contribution in 1998.

Prior to the 1999 open enrollment in December of 1998, the average premium increase will be recalculated. If the average premium exceeds 121% of the base month premium using the method as referred to earlier, employee contributions will be recalculated. If the average premium is less than 121% of the base month premium (October 1996), then there will not be an employee contribution in 1999.

The County will provide to the Union prior to January of each year the County's actual premium costs for its health insurance plan(s) for the prior calendar year. In the event that the County has received a refund of insurance premiums from the insurance company for the previous calendar year and each employee was required to pay a portion of his/her health insurance premium in that year, each employee employed on December 31st of the current year will be refunded the lesser of the employee's pro-rata share of the refund or the actual amount he/she paid in the previous calendar year. Payment will be made in the form of an Accounts Payable check by April 30th of the upcoming year. Refunds will be made only to those employees whose refund amount is \$5.00 or more. In no case will employees receive refunds greater than their actual contributions.

EXAMPLE A: In total, employees contributed \$20,000 toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$50,000 from the insurance company. Each employee employed on December 31, 1996 will receive a refund of 100% of his/her actual contributions made in 1995.

EXAMPLE B: In total, employees contributed \$20,000 toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$10,000 from the insurance company. Each employee employed on December 31, 1996, will receive a refund equal to 50% of his/her actual contributions made in 1995.

EXAMPLE C: In total, employees contributed zero dollars toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$10,000 from the insurance company. Since employees did not contribute towards their health insurance coverage, employees will receive no refund.

During the period that the labor agreements regarding health insurance are in effect, Bay County will make reasonable efforts to ensure that all four medical plan options are available to employees subject to the agreements. However, Bay County reserves the right to negotiate with any insurers or administrators of medical plans and to award plan contracts and insurance policies that govern the County's medical plans

to insurers and administrators of its own choosing as long as comparable coverage is maintained.

RETIREES

(B) The County shall continue the coverage for members only who retire after January 1, 1975. The retired member shall be required to contribute toward the cost of coverage only if contributions are subsequently required under the terms of this contract for active employees who elect employee only coverage in 1997, 1998 and 1999. For retired members who are under age 65 or otherwise not eligible for coverage under Medicare, such contribution shall be the exact dollar amount required of active employees for employee only coverage. For retired members covered by Medicare, such contribution shall be one half ($\frac{1}{2}$) of the amount required of active employees for employee only coverage.

The County shall provide paid health care benefits for the 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. The premiums used to determine the County provided spouse benefit shall be determined in accordance with Section A of this contract.

Health care benefits for current spouse shall be paid for as long as retirement benefits are being paid to the retirees effective the date of signing of this contract.

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. 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.

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 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.

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

The Employer shall provide Sickness and Accident Insurance for all employees. Insurance shall become operative on the 31st calendar day after occurrence, and it shall provide payment of seventy-five percent (75%) of employee's regular base rate of pay up to a maximum of Three Hundred Sixty-Five and No/100 (\$365.00) Dollars weekly for a period not to exceed fifty-two (52) weeks for any one disability and under the conditions of insurance company policy. Benefits to be decreased by any amount collectible from state or federal government sources or County self-insured conditions which will be the same as was formerly provided in Crown Life Insurance Company policy.

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

25.4 - LINE OF DUTY DISABILITY

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

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

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

25.7 - PHYSICAL EXAMS

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

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

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

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

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

25.12 - BENEFITS WHILE OFF WORK

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

25.13 - BENEFITS - DUTY CONNECTED

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

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

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

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

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

ARTICLE XXVI
UNIFORMS AND MAINTENANCE

26.1 - The Employer will provide uniforms and other articles of clothing which the Employer requires employees to wear when on duty. The Employer shall issue one pair of kevlar gloves once every 12 months to an employee requesting the same. An annual allowance of Four Hundred Fifty Dollars (\$450.00) will be paid to each uniformed officer for the purpose of cleaning and maintaining uniforms and including the purchase of required footwear (shoes). These amounts are to be paid in two (2), pro-rated to the date of hire semi-annual payments, during the months of June and December. Upon termination of employment with the Employer, he/she will receive the earned pro-rata share of this allowance.

ARTICLE XXVII
LEGAL COUNSEL: LIABILITY INSURANCE

27.1 - The Employer shall provide at no cost to the employee a policy of liability insurance to 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. Such liability insurance shall cover and include, but not be limited to, protecting the employee where he/she might become legally obligated to pay damages because of:

- (1) False arrest, detention and imprisonment or malicious prosecution.
- (2) Libel, slander or defamation of character.
- (3) Invasion of privacy, wrongful eviction or wrongful entry.
- (4) Assault and battery pursuant to, during and/or after arrest.

27.2 - For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or 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.

27.3 - The coverage provided by such insurance shall be in an amount not less than Fifty Thousand and No/100 (\$50,000.00) Dollars for each person or One Hundred Thousand and No/100 (\$100,000.00) Dollars for each incident or an aggregate of Five Hundred Thousand and No/100 (\$500,000.00) Dollars, and shall include the costs of defense, including attorney fees.

ARTICLE XXVIII
EDUCATIONAL TRAVEL AND EXPENSES

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

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

ARTICLE XXIX
RETIREMENT PROGRAM

29.1 -

- (A) Provisions of the County's retirement program, as they relate to this Bargaining Unit, are hereby made a part of this Agreement. Effective January 1, 1989, bargaining unit members shall be eligible for retirement under the terms and conditions as set forth in Bay County Retirement Ordinance, reduced early retirement after eight (8) years of service at age fifty-five (55) or older, or after twenty-five (25) years of service regardless of age actuarially reduced.
- (B) Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees' Retirement System if that employee leaves the employ of the county for any reason prior to eight (8) years of employment; employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice.

ARTICLE XXX
HOURS OF WORK

30.1 - WORK PERIOD

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

30.2 - WORK DAY

The work day shall consist of eight (8) straight hours for Correctional Facility Officers and Court Officers. On-duty time shall not exceed sixteen (16) hours in any twenty-four (24) hour period. An employee cannot be required to work more than twelve (12) hours in any twenty-four (24) hour period. This shall include the taking of trips. The work day shall consist of eight (8) hours, with an unpaid ½ hour lunch period for Records Specialists and other clerical employees.

30.3 - LEAVE DAYS

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

30.4 - WORK SCHEDULE

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

30.5 - DAYLIGHT SAVINGS TIME

It shall be understood that when the time is changed from Eastern Standard Time to Daylight Savings Time and back, one shift shall work nine (9) hours and one shift shall work seven (7) hours. It is agreed that each shift shall be paid for actual hours worked.

ARTICLE XXXI
OVERTIME, COURT TIME, AND CALL BACK

31.1 - OVERTIME

Time and one-half shall be paid for all hours worked over eight (8) 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 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 Employer shall implement a Saturday/Sunday pay period so as to provide eighty (80) hour pay periods.

31.2 - COURT TIME

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

31.3 - STANDBY

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

31.4 - CALL BACK

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

31.5 - COMP TIME

Any employee may request comp time off for overtime hours worked at the same rate (one and one-half times) subject to the discretion of Employer, and the Federal Fair Labor Standards Act [29 USC 207(O)].

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

ARTICLE XXXII
EQUALIZED OVERTIME PROVISION

32.1 - The Employer and the Union mutually agree on the principle that overtime worked shall be distributed as equally as possible among the eligible CFOs. The procedure for calling for an eight (8) hour shift is as follows: the eight (8) hours or a split of the eight (8) hours between two (2) CFOs, will be offered first to the qualified employee(s) with the lowest overtime hours; if the eight (8) hour split is filled by two (2) CFOs first, the overtime is filled; if the whole eight (8) hours is filled by one (1) CFO first, the overtime is filled; if someone takes four (4) hours and then the next person wants the whole eight (8) hours, the person who wants the entire (8) hours shall have it. (This last provision shall be applicable to all employees within this unit). Sergeants, and then probationary employees, will be offered the remaining overtime hours not filled by the CFOs. Sergeants will follow the same procedure when calling for his/her overtime.

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

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

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

32.5 - Each and every January 1, the names shall be placed in order of departmental seniority by shifts (highest seniority on top, down to the lowest seniority) and also included, probationary employees with over six (6) months.

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

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

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

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

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

32.11 - A new employee, upon entering the service, shall not be assigned to overtime hours during the first six (6) months.

32.12 - After a new employee completes six (6) months of satisfactory service or any seniority employee re-enters the bargaining unit, he/she shall be placed on the overtime equalization list and will be assigned the average amount of overtime hours on the list at the time said employee re-enters the list.

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

32.14 - The Employer may require employees to perform overtime work; provided, however, employees shall be excused from overtime work by the Employer where requiring an employee to perform overtime work would cause a severe hardship to the employee or where a qualified volunteer replacement can be secured who is acceptable and agreed to by the Sheriff.

32.15 - If an employee does not consider himself/herself physically or mentally able to accept overtime he/she shall submit proof of such disability to the Employer. If

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

32.16 - 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 CFO with the most overtime hours worked shall be called first, and then down the list from CFOs working the most overtime hours down to the least worked overtime hours without regard to seniority. This applies to holiday pay only.

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

ARTICLE XXXIII **PERSONNEL FILE**

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

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

33.3 - Within a two-year period following the insertion of such letter, the Department shall cause a review to be made and unless, in the opinion of the Sheriff, the matter is of a serious nature and should be retained, the letter shall be removed and the record of it expunged.

33.4 - In the event a letter is removed and its recording expunged, the officer may at any subsequent examination for promotion respond that said member has not been reprimanded for any violation so expunged.

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

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

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

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

ARTICLE XXXIV
MANAGEMENT RIGHTS

34.1 - RIGHTS OF THE EMPLOYER

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

ARTICLE XXXV
SALARIES - WAGES

Effective **January 1, 1997**, see Appendix A - Page 1.

Effective **January 1, 1998**, see Appendix A - Page 2.

Effective **January 1, 1999**, see Appendix A - Page 3.

Wage increases are only retroactive for employees employed on the date of ratification by the parties, and for persons who retired from January 1, 1997 to the date of ratification. This will be pro-rated for new hires and part-time employees.

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

ARTICLE XXXVI
LONGEVITY

36.1 - LONGEVITY

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

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

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

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

ARTICLE XXXVII **SHIFT DIFFERENTIAL**

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

Afternoons	20¢ per hour
Midnights	25¢ per hour

ARTICLE XXXVIII **TRANSPORTATION OF PRISONERS AND MENTAL PATIENTS**

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

38.2 - TRAVEL ALLOWANCE

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

38.3 - EQUAL DISTRIBUTION

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

38.4 - DISTRIBUTION OF TRIPS

In the event no on-duty CFOs are available for prisoner or mental patient transport as determined by the Sheriff or his/her designee, the Sheriff or his/her designee may, at his/her discretion, assign trips to off-duty CFOs. 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 for prisoner and mental patient transport. An employee of the bargaining unit is prohibited from transporting a prisoner if the employee has been working sixteen (16) hours. A person on sick leave or vacation must return to work for an eight (8) hour shift in order

to be eligible for prisoner transport on an overtime basis. If an error is made by the Employer, then the officer shall be offered the next overtime prisoner transport.

38.5 - REFUSAL OF TRIPS

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

38.6 - UNINTENTIONAL ERRORS

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

38.7 - NEW EMPLOYEES

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

38.8 - MAXIMUM DRIVING TIME

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

ARTICLE XXXIX
SAVINGS CLAUSE

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

ARTICLE XL
FAMILY AND MEDICAL LEAVE ACT

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

ARTICLE XLI
TRAVEL REGULATIONS

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

ARTICLE XLII
WAIVER PROVISION

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE XLIII
TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1997, to and including December 31, 1999, 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, 1999, or December 31 of any subsequent contract year, advising that such party desires to revise or change the terms or conditions of such Agreement.

ARTICLE XLIV
GENDER

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 199__.

COUNTY OF BAY

5-19-97
Date

By: *Richard L. Byrne*
BR., 5/14/97 ~~Richard L. Byrne~~, Chairperson
Bay County Board of Commissioners

5-16-97
Date

By: *Thomas L. Hickner*
Thomas L. Hickner
Bay County Executive

5-15-97
Date

By: *John E. Miller*
John E. Miller
Bay County Sheriff

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

5-13-97
Date

By: *W. H. St. Cyr*
President

5-13-97
Date

By: *Patricia J. Sutton*
Committee

5-13-97
Date

By: *F. J. Heenan*
Committee

5-16-97
Date

By: *Barry Thurston*
Barry Thurston, Staff Representative

APPENDIX A
Effective January 1, 1997*

Correctional Facility Officers:

	<u>Employees Hired Before January 1, 1989</u>	<u>Employees Hired After January 1, 1989</u>
Hire	14.36	12.17
3 months	15.04	12.50
6 months	15.67	12.81
1 year	16.12	13.15
2 year	16.61	14.13
3 year	17.04	15.09
4 year	--	16.09
5 year	--	17.04
Sgt. II	18.63	18.63
Sgt. I	19.48	19.48

Records Specialist:

Hire	10.61
6 months	11.27
1 year	11.93
2 year	12.58

Records Specialist I:

Hire	10.93
6 months	11.59
1 year	12.25
2 year	12.89

Records Specialist Leader:

Hire	12.31
6 months	13.08
1 year	13.86
2 year	14.64

* Retroactive for employees employed on the date of ratification by the parties and for persons who retired from January 1, 1997 to the date of ratification. This will be pro-rated for new hires and part-time employees.

Effective January 1, 1998

Correctional Facility Officers:

	Employees Hired Before <u>January 1, 1989</u>	Employees Hired After <u>January 1, 1989</u>
Hire	14.79	12.54
3 months	15.49	12.88
6 months	16.14	13.19
1 year	16.60	13.54
2 year	17.11	14.55
3 year	17.55	15.54
4 year	--	16.57
5 year	--	17.55
Sgt. II	19.19	19.19
Sgt. I	20.06	20.06

Records Specialist:

Hire	10.93
6 months	11.61
1 year	12.29
2 year	12.96

Records Specialist I:

Hire	11.26
6 months	11.94
1 year	12.62
2 year	13.28

Records Specialist Leader:

Hire	12.68
6 months	13.47
1 year	14.28
2 year	15.08

Effective January 1, 1999

Correctional Facility Officers:

	<u>Employees Hired Before January 1, 1989</u>	<u>Employees Hired After January 1, 1989</u>
Hire	15.23	12.92
3 months	15.95	13.27
6 months	16.62	13.59
1 year	17.10	13.95
2 year	17.62	14.99
3 year	18.08	16.01
4 year	--	17.07
5 year	--	18.08
Sgt. II	19.77	19.77
Sgt. I	20.66	20.66

Records Specialist:

Hire	11.26
6 months	11.96
1 year	12.66
2 year	13.35

Records Specialist I:

Hire	11.60
6 months	12.30
1 year	13.00
2 year	13.68

Records Specialist Leader:

Hire	13.06
6 months	13.87
1 year	14.71
2 year	15.53

LETTER OF UNDERSTANDING

I. In lieu of Martin Luther King Day, the parties have agreed that four (4) personal holidays (instead of three) under Article 17.3 are available in 1990 and any other subsequent years to which the Agreement is extended.

II. It is mutually agreed that effective with the date of signing the Agreement in 1990, that any employees within the bargaining unit shall have any sick days which he/she have accrued over one hundred twenty (120), frozen, and these sick days may be used by the employee, but may not increase, until the maximum accumulation has dropped below one hundred twenty (120), then he/she shall once again be entitled to earn sick days up to the maximum accrual of one hundred twenty (120) days. If an employee should retire with an accumulation of sick days in excess of one hundred twenty (120), then he/she shall be entitled to a payment of up to 1/2 of all accumulated sick days.

COUNTY OF BAY

5-19-97
Date

By: *Eugene F. Byrne*
BR: Richard L. Byrne, Chairperson
5/14/97 Bay County Board of Commissioners

5-16-97
Date

By: *[Signature]*
Thomas L. Hickner
Bay County Executive

5-15-97
Date

By: *John E. Miller*
John E. Miller
Bay County Sheriff

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

5-13-97
Date

By: *[Signature]*
President

5-13-97
Date

By: *Patricia J. Sutton*
Committee

5-13-97
Date

By: *[Signature]*
Committee

5-16-97
Date

By: *Barry Thurston*
Barry Thurston, Staff Representative

