

12/31/90

FEBRUARY 16, 1990

AGREEMENT
BETWEEN
THE STATE LODGE OF MICHIGAN
FRATERNAL ORDER OF POLICE LABOR COUNCIL
AND
THE BAY COUNTY SHERIFF
AND
BAY COUNTY

Bay County

JANUARY 1, 1988
THRU
DECEMBER 31, 1990

COMMAND OFFICERS

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

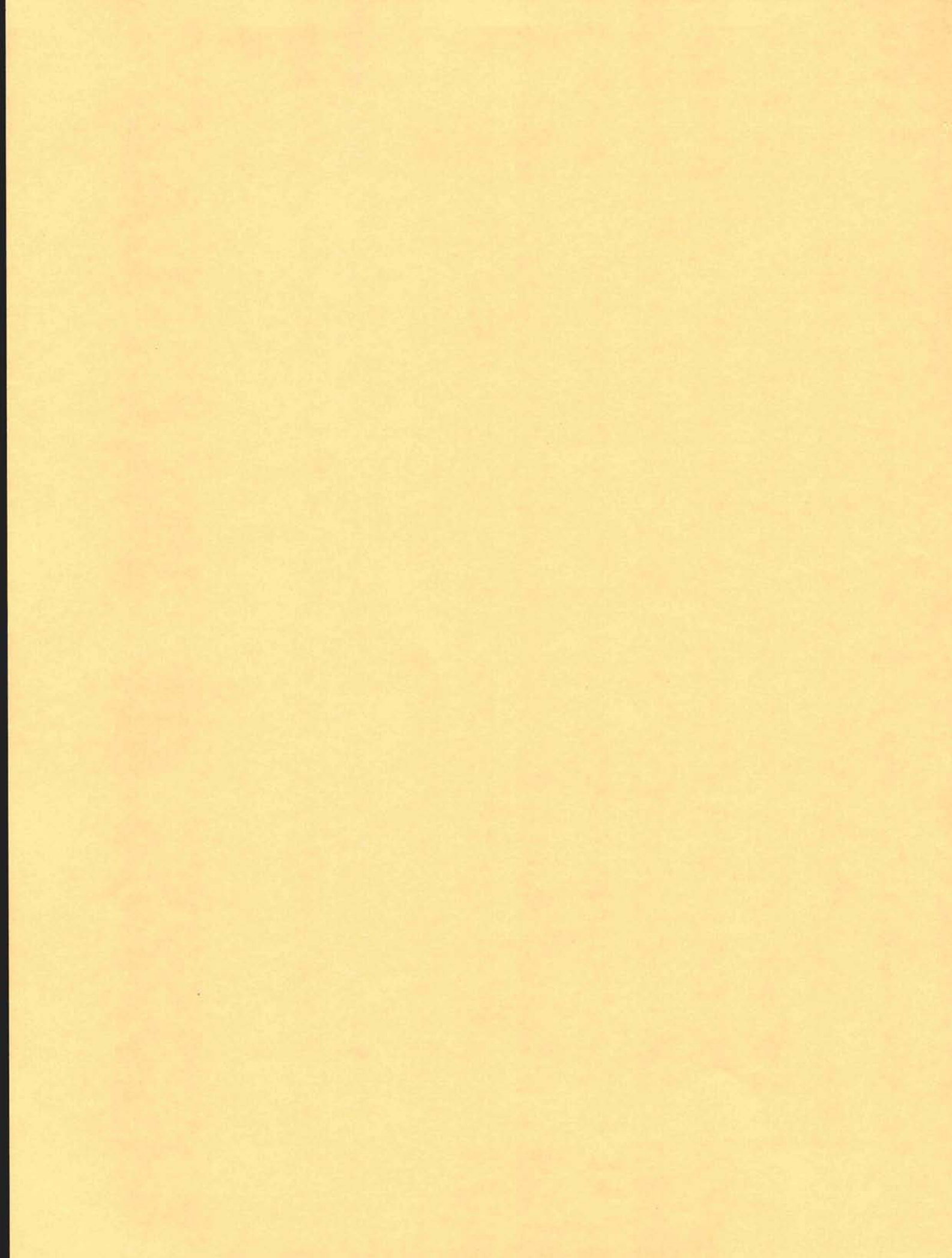


TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	1
ARTICLE 1 - RECOGNITION	1
1.0 Collective Bargaining Unit.	1
1.1 Definition.	1
1.2 Union Recognition	1
1.3 Agency Shop	1
A. Authorization	2
B. Remittance.	2
C. Hold Harmless	2
ARTICLE 2 - RESERVATION OF RIGHTS	2
2.0 Rights of the Employer.	2
ARTICLE 3 - GRIEVANCE PROCEDURE	3
3.0 Definition.	3
3.1 Step Outline.	3
3.2 Procedural Follow-Through	4
3.3 Time Limitations.	4
3.4 Settlements	5
ARTICLE 4 - SENIORITY	5
4.0 Seniority Definition.	5
4.1 Seniority List.	5
4.2 Loss Of Seniority	5
4.3 Probationary Period	6
4.4 Advancement	6
ARTICLE 5 - TEMPORARY TRANSFERS	6
5.0 Temporary Transfer.	6
ARTICLE 6 - LAYOFF/RECALL	6
6.0 Layoff.	6
6.1 Recall From Layoff.	7
ARTICLE 7 - HOURS OF WORK AND OVERTIME.	7
7.0 Work Schedule	7
7.1 Work Week	7

ARTICLE 8 - HOLIDAYS.	8
8.0 Holidays.	8
8.1 Personal Holidays	8
ARTICLE 9 - LEAVES.	9
9.0 Leaves Of Absence	9
9.1 Sick Leave Severance.	9
9.2 Sick Leave.	10
9.3 Benefits While Off Work	10
A. Non-Duty Injury	10
B. Duty Related Injury	10
9.4 Funeral Leave	10
9.5 Military Leave.	11
9.6 Political Leave	12
9.7 Maternity Leave	12
ARTICLE 10 - BENEFITS	12
10.0 Medical Hospitalization	12
A. Abortion.	15
B. Medicare.	15
10.1 Life Insurance.	15
10.2 Duty Disability	15
10.3 Disability Retirement	15
10.4 Sick and Accident	16
10.5 Retirement.	16
10.6 Insurance Bids.	16
10.7 Liability Insurance	16
10.8 Tuition Expense	17
10.9 Mandated Training Expense	17
10.10 Annual Physicals.	17
10.11 General Health Program.	18
ARTICLE 11 - ALLOWANCES	18
11.0 Uniforms.	18
11.1 Gun Allowance	18
11.2 Prisoner/Patient Transportation	18
11.3 Stand-By.	19
11.4 Allowance Payments.	19
11.5 Policy And Procedures	19
11.6 Off-Duty Work	19
ARTICLE 12 - UNION ACTIVITIES	19
12.0 Union Activities.	19

ARTICLE 13 - MISCELLANEOUS PROVISIONS	20
13.0 Bulletin Boards	20
13.1 Meetings.	20
13.2 Safety Clause	20
13.3 General Provisions - Copies Of The Contract.	20
13.4 Political Activity.	20
ARTICLE 14 - PROHIBITIONS	20
14.0 No Strike/No Lockout.	20
ARTICLE 15 - VACATION	21
15.0 Vacation.	21
15.1 Vacation Vs. Holiday.	21
15.2 Vacation Requests	21
15.3 Vacation Cancellation	21
15.4 Vacation Use.	22
ARTICLE 16 - LONGEVITY.	22
16.0 Longevity	22
ARTICLE 17 - AGREEMENT CLAUSE	23
17.0 Entire Agreement Clause	23
ARTICLE 18 - DURATION	23
18.0 Duration.	23
ARTICLE 19 - F.O.P. WAGE SCALE	23
ARTICLE 20 - RETROACTIVITY.	24
20.0 Retroactivity	24
APPENDIX.	25

AGREEMENT

This Agreement, made and entered into this 12 day of April, 1990, by and between the **COUNTY OF BAY**, a Municipal Corporation of the State of Michigan, (hereinafter referred to as the "**EMPLOYER**") and the **LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE** (hereinafter referred to as the "**UNION**").

ARTICLE I

RECOGNITION

1.0 COLLECTIVE BARGAINING UNIT

The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act 336, State of Michigan, Public Acts of 1947, as amended, and by Act 379, Public Acts of 1965. For the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, the following positions constitute unit membership:

All Captains and Lieutenants of the Bay County Sheriff Department, Director of Central Dispatch, exclusive of the Undersheriff (see Appendix).

1.1 DEFINITION

The term "employee" when used in this Agreement shall refer to and include only those full-time employees described in Section 1.0.

1.2 UNION RECOGNITION

The Union acknowledges that its recognition by the Employer is limited to the exclusive representation of the employees employed in the collective bargaining unit for the purposes of collective bargaining, and the Employer does not waive its right to determine the type of assignment of work in the department.

1.3 AGENCY SHOP

All employees in the bargaining unit shall, as a condition of employment, pay to the Union an amount equal to that uniformly paid by bargaining unit members. The monthly payment shall be the annual dues divided by twelve (12) as authorized by the Union in its annual letter to the County stating dues and assessments. Payment by new members shall commence with the first full employment month following completion of the probationary period provided in this Agreement.

A. AUTHORIZATION

The Employer agrees to deduct from the pay of each employee the amount of agency fees required under this Agreement, provided the Employer first receives written authorization from such employee for such deduction and if the employee has enough pay to cover the obligation.

B. REMITTANCE

Dues remittance shall be by payroll deduction and made payable to the Labor Council, Michigan Fraternal Order of Police.

C. HOLD HARMLESS

The Employer will not be responsible for a refund to an employee if a duplicate deduction has been made. 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 of Union dues from an employee's pay.

ARTICLE 2

RESERVATION OF RIGHTS

RIGHTS OF THE EMPLOYER

The management of the Bay County Sheriff's Department; the determination 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 layoff employees, or to reduce or increase the size of the working force; to establish rules and regulations, or to make judgments as to the ability and skill of employees, 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 service, the schedules and standards of work, 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 and equipment and outside assistance (subcontracting) if necessary. It is understood that except as expressly limited in this 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 3

GRIEVANCE PROCEDURE

3.0 DEFINITION

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 as written.

3.1 STEP OUTLINE

All grievances shall be processed in the following manner:

- STEP 1:** An employee with a grievance shall first discuss the matter with the Sheriff. If the matter is not satisfactorily adjusted, the employee shall reduce the grievance to writing within five (5) days after the occurrence of the incident which gave rise to the grievance, and submit the written grievance to the Sheriff. The grievance shall be dated and signed by the aggrieved employee and shall set forth the facts and provisions of the Agreement that are alleged to have been violated and the remedy desired. Within seven (7) days after receipt of the written grievance, the Sheriff shall discuss the matter with the aggrieved employee. The employee may have his/her Union representative present at this meeting. The Sheriff will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.
- STEP 2:** If the answer of the Sheriff is not satisfactory, the grievance may be appealed by submitting the written appeal to the Sheriff within five (5) days following the receipt of the answer in Step 1. Upon receipt of a timely appeal, a meeting will be arranged between the Sheriff, the Director of Personnel or his/her designee, the employee, and the representatives of the Union. The Director of Personnel or his/her designee shall answer the grievance in writing within seven (7) days after the date of the joint meeting at which the grievance was discussed.
- STEP 3:** In the event mutual satisfaction is not reached at Step 2, either party may, within seven (7) days,

demand arbitration by giving written notice to the other party.

ARBITRATION GUIDELINES:

- (A) The moving party shall request a list of arbitrators consisting of five (5) names from the Michigan Employment Relations Commission. On receipt of said list, representatives of the County and the Union shall meet to select the arbitrator. The method used will be the alternate striking of names from the list until only one (1) name remains. The determination of who shall strike first shall be made by the flip of a coin. The single name remaining on the list shall be the name of the arbitrator.
- (B) The power of the arbitrator shall be limited to the interpretation and application of the expressed terms of this Agreement and he/she shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written.
- (C) The decision of the arbitrator shall be final and binding upon the parties and the aggrieved employee. The cost of the arbitrator including his/her fees and expenses shall be borne equally by the parties. Each party shall defray the expense of its own witness.

3.2 PROCEDURAL FOLLOW-THROUGH

The Union acknowledges that as a right to have arbitration as provided herein, on behalf of itself or any employee that it represents, it agrees that no action will be instituted in any court or before any administrative tribunal or agency until all of the grievance and arbitration procedures established herein have been followed. Although the arbitrator's decision shall be final and binding on the Employer, Union, and employee, this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator had exceeded his/her jurisdiction, or that such decision was obtained through fraud or other unlawful action.

3.3 TIME LIMITATIONS

The time limits established in the grievance and arbitration procedures shall be followed by all parties. If the time limit is not followed by the Union, the grievance shall be considered

settled in accordance with the Employer's last disposition. If the time limit is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration shall only be instituted upon timely written notice by the Union. The time limits established in the grievance and arbitration procedures shall automatically be extended for holidays and weekends or may be altered by mutual agreement reduced to writing and signed by the parties.

3.4 SETTLEMENTS

Settlement of any grievance shall be reduced to writing and signed by the parties. Verbal settlements in Step 1 must be approved by the Sheriff before they become final.

ARTICLE 4

SENIORITY

4.0 SENIORITY DEFINITION

Seniority shall be defined as the length of the employee's continued service with the Employer dating from the employee's last date of hire. Rank or classification seniority shall mean the length of continuous service in a particular rank or classification. Members of the bargaining unit shall continue to accumulate rank or classification seniority for all previous ranks or classifications held within the unit. Seniority shall be used as a means of preference for only those matters specifically provided in this Agreement.

4.1 SENIORITY LIST

The parties have agreed upon a seniority list and such list will show the employee's name, classification and rank, as well as the employee's original date of hire.

4.2 LOSS OF SENIORITY

An employee's seniority with the Employer shall terminate for any of the following reasons:

- (A) He/she quits or retires.
- (B) He/she is discharged for just cause.
- (C) He/she is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section is not to be construed as limiting the Sheriff's right to issue discipline for any unjustified absence.

- (D) He/she fails to return to work upon recall or on the specified date following the termination of leave of absence or vacation, unless otherwise excused.
- (E) He/she is on continuous layoff for a period of two (2) years.

4.3 PROBATIONARY PERIOD

All new employees (hired or promoted into this bargaining unit) shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to sickness or other reasons, if such period of absence is greater than ten (10) consecutive days. Probationary employees who are new hires may be terminated or demoted by the Employer at any time and shall not have recourse to the grievance and arbitration procedures. Employees who are on promotional probation may be demoted by the Employer at any time without having recourse to the grievance and arbitration procedures.

4.4 ADVANCEMENT

When vacancies exist or promotions are to be made to positions covered under Article 1.0 of this Agreement, any unit member may apply. All applicants shall be given equal consideration.

ARTICLE 5

TEMPORARY TRANSFERS

5.0 TEMPORARY TRANSFERS

The Employer reserves the right to temporarily transfer an employee to assist in the required work of the Employer. An employee so transferred shall continue to receive his/her regular rate of pay. If the temporary transfer is to a higher classification, the higher rate of pay will be paid beginning on the sixth (6th) working day.

ARTICLE 6

LAYOFF/RECALL

6.0 LAYOFF

Reductions in the work force shall be accomplished in the following manner:

- (A) Probationary employees shall be laid off first in the classification.

- (B) The next employee to be laid off shall be the employee with the least seniority in rank or classification provided, however, that the remaining senior employees have the experience, training, and ability to perform the required work.
- (C) Upon being reduced from his/her rank or classification, an employee who so requests shall in lieu of layoff be demoted to a lower rank or classification in the department provided, however, that he/she is able to perform the duties of that rank or classification and that he/she has more seniority than the employee he/she is replacing. An employee who is demoted in lieu of layoff shall be paid the salary of the lesser classification or rank. Accrued seniority shall be maintained.

6.1 RECALL FROM LAYOFF

If a recall occurs after a layoff, unit members will be offered employment in inverse order of layoff or reductions, if qualified to fill the vacancy.

ARTICLE 7

HOURS OF WORK AND OVERTIME

7.0 WORK SCHEDULE

The Employer shall establish the work schedule and shall post such schedule three (3) weeks in advance. The Sheriff reserves the right to modify such schedule where departmental operations warrant such a change.

7.1 WORK WEEK

The parties hereto agree that the work week shall generally consist of forty (40) hours per week. This shall generally involve five (5) eight (8) hour days on Monday through Friday. Since the members of this unit are, for the purpose of this contract, supervisory employees, management shall make every attempt to notify an employee at least twenty-four (24) hours in advance of required work time which shall fall outside of the employee's normal work schedule. Should the employee be directed to work without the aforementioned notice, the employee will be compensated at the rate of one and one-half (1 1/2) times his/her regular rate of pay to a maximum of eighty (80) such hours of work in a calendar year. Vacation leave, funeral leave, sick leave, holidays, and personal day shall for the purpose of this section be counted as hours worked.

Members of this unit are expected to work a full forty (40) hours per week minimum, and it shall be the responsibility of the Sheriff to see that this provision is complied with.

ARTICLE 8

HOLIDAYS

8.0 HOLIDAYS

The following days shall be recognized as holidays for pay purposes:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday (full day)	Friday following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
General Election Day	

If a member shall be required to work on any of the above listed holidays to assure the smooth operation of the department, a replacement day off shall be granted within the same or immediately following payroll period.

8.1 PERSONAL HOLIDAYS

In addition to the above listed holidays, each employee shall be entitled to four (4) personal holidays per year. For new or terminating employees, these personal holidays shall be prorated on the following basis:

- (A) One (1) holiday for any time worked between January 1st and March 31st.
- (B) One (1) holiday for any time worked between April 1st and June 30th.
- (C) One (1) holiday for any time worked after June 30th.

Personal holidays for terminating employees with eight (8) years or more of credited seniority will not be prorated.

Personal holidays will be assigned on a lump sum basis and available to the employee as of January 1st of each year or at the time of hire. Any personal holiday used by terminating employees in excess of the prorating procedure as outlined above shall be deducted from the employee's final payroll check.

Personal holidays shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operation.

Notwithstanding any contrary provision, personal holidays are forfeited if not used as holidays during the year granted and will not be a basis for payment to the employee as part of vacation payoff or reconciliation under Articles 10 or 15 herein.

ARTICLE 9

LEAVES

9.0 LEAVES OF ABSENCE

Leaves of absence without pay or benefits may be granted for a period of up to one (1) year if the unit member has worked for at least one (1) full year (health insurance may be maintained at the individual's own expense). Leave requests shall be submitted in writing at least thirty (30) days prior to the requested start date. A written response from Management shall be given within ten (10) days. Approval for leaves must be authorized by the Sheriff and the Personnel Director. During a leave of absence the employee shall maintain but not accrue seniority.

At the termination of a leave of absence, the employee will be, if possible, returned to work 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 that no job is available, said leave will be extended until the Employer has a position to offer for which the employee is qualified.

9.1 SICK LEAVE SEVERANCE

- (A) Any employee who is eligible for retirement and retires from County service and is entered on the retirement or pension roll of the County shall be paid for one-half (1/2) of his/her unused sick leave at the time of departure. The beneficiary of an employee who dies while employed by the County shall, upon death of the employee, be paid for one-half (1/2) of his/her unused sick leave on record at the time of death. The beneficiary is the person(s) designated on the employee's life insurance declaration with the County. If no beneficiary is named, it shall go to the estate of the deceased employee.
- (B) Any employee who leaves the employ of the County under honorable conditions after eight (8) years of continuous service with ten (10) working days notice, shall receive one-half (1/2) of all accumulated sick

leave days up to the maximum accumulation of one hundred twenty (120) days.

9.2 SICK LEAVE

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 the purpose of interpreting this section, a month of service will be allowed for any month in which at least eleven (11) days are worked.

It is intended that sick leave shall only be used for bona fide illness or disability. If there is cause to believe that sick leave is being abused by an employee, proof of illness by a doctor's statement may be required by Management before the employee is paid for sick leave. If a violation of this intent is proven, the employee will be subject to discipline, including dismissal. Such proof must be in writing and shared with the Union.

Up to three (3) days of accumulated sick leave per year may be used for serious illness in the employee's immediate family.

9.3 BENEFITS WHILE OFF WORK

A. Non-Duty Injury

While on non-duty related sick leave, an employee shall use his/her accumulated sick leave and be carried on the rolls as working. During this sick leave period, the employee shall continue to accrue all benefits and allowances. If the illness exceeds a period of thirty (30) days, the employee shall cease to accrue uniform, gun, and stand-by allowance.

B. Duty Related Injury

While on duty connected sickness or injury, the employee shall not be charged sick time. Duty related illness shall be that as defined by the Michigan Worker's Disability Compensation Commission. If a unit member is off for less than one hundred eighty (180) days due to a duty related injury, he/she shall receive all benefits as outlined in this contract. If the employee is off duty for more than one hundred eighty (180) days, he/she shall continue to receive all benefits and allowances except gun, uniform, and stand-by allowances.

9.4 FUNERAL LEAVE

In the event of a death in the employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, or

father-in-law, which could include the deceased spouse's mother or father, provided, the employee has not remarried), the employee shall be excused without loss of pay on the days which he/she was scheduled to work during this period, from the day of the death to the day of the funeral, both inclusive, but shall not exceed a total of four (4) eight (8) hour shifts for such absence as is required to discharge specific obligations placed upon him/her by the death.

One (1) day shall be granted for attendance at the funeral service of a brother-in-law, sister-in-law, grandparents, or person whose relationship warrants such attendance.

9.5 MILITARY LEAVE

Any permanent employee who is inducted into the armed forces of the United States or joins the armed forces in lieu of being inducted, under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay, for the period of the service. After being honorably discharged from his/her first tour of enlistment or induction, such employee will be reinstated to his/her former position or one comparable to it, as may be required by State or Federal Law, provided:

- (A) He/she makes application for reinstatement within ninety (90) days after his/her release from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year.
- (B) He/she is physically and mentally qualified to perform the duties of the position if it still exists.

If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he/she shall be placed in such other position, the duties for which he/she is qualified to perform, as would provide him/her with like status and pay, or the nearest approximation thereof consistent with the circumstances of his/her case. If the employee's position has been transferred to another agency of the County, the employee shall be restored to the same position in the new department.

Any permanent employee who requests a leave of absence, not to exceed ten (10) working days to participate in a branch of the armed forces reserve training program, shall be granted such leave upon presentation of proper documentation by his/her commanding officer. However, if at any time the employee is placed on active duty, the County obligation under this provision would cease and the employee would be considered to be on full military leave.

9.6 POLITICAL LEAVE

Any 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 the term of such office. All accrued benefits frozen at the time of leave shall be available upon return. One (1) extension may be granted. Any employee who is elected to political office less than full-time is free to do so, but the elected office must not interfere with County employment.

9.7 MATERNITY LEAVE

Maternity leave shall be treated the same as any other illness.

ARTICLE 10

BENEFITS

10.0 MEDICAL HOSPITALIZATION

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

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

The above three (3) alternative options are detailed in the attached comparative table, labeled Attachment A. 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 and No/100 (\$320.00) Dollars/month; and 1990, 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. 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. 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 requirements.

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

\$320/month	-	1988
\$320/month	-	1989
\$330/month	-	1990

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. 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.

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.

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 Personnel Director. 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. As an incentive either to elect or to remain in deferred compensation in lieu of health insurance during the open enrollment period in 1989, an active eligible employee as of the date of August 10, 1989 shall receive on or before December 1, 1989, a Two Hundred Fifty and No/100 (\$250.00) Dollars one time cash payment for leaving an Employer-sponsored health insurance program or a One Hundred and No/100 (\$100.00) Dollars one time cash payment for remaining in the deferred compensation program if the employee was already in the program. If an employee within one (1) year after receiving such a cash payment chooses, and is permitted, to enroll in the Employer-sponsored health insurance program, the employee shall refund the payment pro rata to the Employer prior to enrolling in the health insurance program.

Both parties agree that the terms and conditions of this article shall be subject to negotiation at the termination of this Agreement.

A. ABORTION

Abortion shall not be covered by any part of the medical and hospitalization insurance program except in the case of rape or a life threatening situation.

B. MEDICARE

Employees eligible for Medicare will be covered for over sixty-five (65) complementary coverage only effective on the first day of the month in which the employee turns age sixty-five (65).

10.1 LIFE INSURANCE

The County will provide a Fifteen Thousand and No/100 (\$15,000.00) Dollar double indemnity life insurance policy for each member of the bargaining unit. In order to qualify to receive this benefit, the employee must be able to meet the insurance company requirements.

10.2 DUTY DISABILITY

Employees injured or incapacitated in the actual discharge of his/her duty shall receive such pay for necessary lost time as is provided by Worker's Compensation Insurance. In addition to Worker's Compensation, the Employer will provide additional compensation to equal eighty-five percent (85%) of his/her regular base pay less any amount paid by Worker's Compensation Insurance and/or the County's Retirement Program. Such payments will commence immediately and will be rendered on a regularly scheduled bi-weekly basis. This amount will be further decreased by any additional compensation available by other County insurance provisions such as automobile no fault, etc.

10.3 DISABILITY RETIREMENT

If an employee is unemployable after a period of one (1) year or more due to a line of duty disability injury, he/she shall be placed on line of duty retirement as outlined in Section 19 of the program called "Bay County Retirement System Ordinance" adopted January 1, 1947, as amended. If an employee elects not to accept disability retirement, no further payments will be made under the provisions of this Article.

10.4 SICK AND ACCIDENT

The Employer will provide a program entitled "Sick and Accident". Benefits of such insurance will become effective on the thirty-first (31st) day after the illness or accident occurred and it shall provide payment of seventy-five percent (75%) of the employee's regular base rate of pay up to Five Hundred Eighty and No/100 (\$580.00) Dollars per week for a period not to exceed fifty-two (52) weeks for any one (1) disability. The above shall be effective upon execution of this Agreement by the parties, prior to that time, sixty percent (60%) shall be applicable pursuant to the prior contract.

10.5 RETIREMENT

It is mutually agreed that effective, January 1, 1989, that members of this Bargaining Unit 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 after execution of this Agreement by the parties, upon retirement, employees shall be paid their earned and accumulated vacation as provided under Article 15, Vacation.

10.6 INSURANCE BIDS

The County reserves the right to bid the insurance packages in order to provide equal or better benefits, but at the lowest possible cost to the County.

10.7 LIABILITY INSURANCE

The County shall provide at no cost to the employee, a policy of liability insurance to indemnify and protect the employee against loss arising out of the performance in good faith of the official duties of such employee. Such liability insurance shall protect the employee where he/she might become legally obligated to pay damages because of:

- (A) False arrest, detention or imprisonment of malicious prosecution.
- (B) Libel, slander, or defamation of character.
- (C) Invasion of privacy, wrongful eviction or wrongful entry.
- (D) Assault and battery pursuant to, during, and/or after arrest.

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 Sheriff's Department under whose authority the employee is acting, whether or not there is negligence in doing of such acts. Employees will be covered while engaged in enforcing the law beyond the normal duty hours. Where there is willful misconduct or lack of good faith in the doing of any such act, 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.

The coverage provided by such insurance shall be in an amount not less than Five Hundred Thousand and No/100 (\$500,000.00) Dollars and shall include the cost of defense, including attorney fees.

Nothing in this section shall prohibit the County from being self-insured for any or all of the liability.

10.8 TUITION EXPENSE

The County will reimburse tuition costs for employees who take job related classes that have been approved by the Sheriff and the County Executive. To be eligible for reimbursement the employee must complete the class and receive a grade of no less than "C," or "pass" in a "pass-fail" grading system.

10.9 MANDATED TRAINING EXPENSE

The County will pay necessary expenses for training classes where the Sheriff directs the employee's attendance. This is exclusive of any monthly meetings.

10.10 ANNUAL PHYSICALS

The parties agree that each employee may be required to take an annual physical exam at the expense of the Employer. All examinations will be conducted under the authority of the Employer and shall be performed by the County Physician or authorized medical person. It is agreed that all tests will be conducted during the employee's normally scheduled working hours.

Results of the physical examination shall be available to the employee and his/her personal physician if requested by the employee.

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

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

10.11 GENERAL HEALTH PROGRAM

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

- (A) Tuberculin Tests.
- (B) Visual and Audio Examination.
- (C) Tetanus Toxoid Series or Booster.
- (D) Influenza Immunization.
- (E) Diphtheria Series or Booster.
- (F) Polio Series or Booster.

ARTICLE 11

ALLOWANCES

11.0 UNIFORMS

The County will provide uniforms and other articles of clothing which the Sheriff requires employees to wear while on duty. An annual allowances of Six Hundred and No/100 (\$600.00) Dollars will be paid to each member of the bargaining unit for the purpose of cleaning and maintaining uniforms and clothing and including the purchase of required footwear. The Sheriff shall determine whether members of the bargaining unit shall wear uniforms or civilian clothes. Payment of the annual amount shall be paid in two (2) equal installments of Three Hundred and No/100 (\$300.00) Dollars each in the months of June and December. Upon termination of employment (except for cause), the amount paid shall be prorated according to the length of service during the current year in which the employee terminates employment.

11.1 GUN ALLOWANCE

Members of the unit will be required to carry a handgun approved by the Sheriff during his/her off-duty hours. In consideration of this requirement, each unit member shall be paid the annual sum of One Hundred and No/100 (\$100.00) Dollars. This payment shall be made in the month of December. The annual amount will be prorated for service of less than one (1) year.

11.2 PRISONER/PATIENT TRANSPORTATION

Members of this bargaining unit will be used to transfer prisoners or mental patients assigned to the Sheriff's Department, if no lower rank Deputies are available. The travel

allowance for off-duty personnel for transporting such persons to State Institutions is as follows:

\$ 40.00 per trip

\$ 55.00 per trip to the Forensic Center

\$110.00 per trip to the Upper Peninsula

11.3 STAND-BY

Members of this unit shall be compensated in the amount of Three Hundred Fifty and No/100 (\$350.00) Dollars per year for the performance of stand-by duty as assigned by the Sheriff. One Hundred Seventy-Five and No/100 (\$175.00) Dollars shall be paid in June and in December.

11.4 ALLOWANCE PAYMENTS

The County will make every effort to make the June and December payments in the first pay period of those months.

11.5 POLICY AND PROCEDURES

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. The rules, regulations, policies and procedures shall be available for inspection by Unit members.

11.6 OFF-DUTY WORK

Members of this unit shall not perform police related duties on off-duty jobs in or out of uniform. For purposes of interpreting this article, off-duty jobs are defined as those jobs not compensated for or provided by Bay County in any Law Enforcement Budget.

Employees may engage in supplemental employment if he/she so desire, provided that he/she give the Sheriff or his/her designee written notice of such employment and receive his/her written approval. It is understood and agreed that the first obligation of the employee is to the Employer, and supplemental employment shall in no way conflict with regular assigned duties.

ARTICLE 12

UNION ACTIVITIES

12.0 UNION ACTIVITIES

Union business shall not be conducted on County time unless

a grievance or an investigation of a grievance is being pursued, but then only after permission has been granted by the Sheriff. Should unit representation be required to attend a union sponsored workshop or convention, up to five (5) days per unit year shall be allowed for this purpose. Prior to a unit member leaving for this outlined purpose, written authorization shall be obtained from the Sheriff and the Personnel Department. Time utilized via this paragraph shall be without pay.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.0 BULLETIN BOARDS

The Employer agrees to furnish suitable bulletin board space in a convenient place for the purpose of posting Union notices.

13.1 MEETINGS

The Union may schedule and conduct its meetings on County property provided it does not interrupt the duties of employees or the efficient operation of the County.

13.2 SAFETY CLAUSE

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

13.3 GENERAL PROVISIONS - COPIES OF THE CONTRACT

The Employer agrees to provide each unit member with a copy of this Agreement within thirty (30) days of its signing.

13.4 POLITICAL ACTIVITY

Members have the same right to participate in political activity as any citizen while off-duty and out of uniform except where Federal or State Law shall provide otherwise.

ARTICLE 14

PROHIBITIONS

14.0 NO STRIKE/NO LOCKOUT

During the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his/her position, or stoppage of work or abstinence in whole or in part, the full, faithful and proper performance of an employee's

duties) for any purpose whatsoever. The Union further agrees that during the life of this Agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate, or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer. Any individual employee or group of employees who violate or disregard the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board, the Sheriff, or the Union. The Employer fully agrees to not cause any lockout of the employees during the term of this Agreement.

ARTICLE 15

VACATION

15.0 VACATION

Vacation shall accrue in the following fashion: probationary employees shall receive five (5) vacation days per probationary year. On January 1st, following the successful probationary period, the employee shall be entitled to ten (10) vacation days per year with one (1) additional day added each year until the maximum of twenty (20) additional days is reached for a total maximum of thirty (30) days per year. No current unit member or promoted Deputy or Correctional Facility Officer shall lose days if the above formula would result in less vacation accrual.

15.1 VACATION VS. HOLIDAY

Holidays which fall during a scheduled vacation request shall not be counted as a vacation day.

15.2 VACATION REQUESTS

On January 1st of each year, the employee shall submit his/her known vacation request to the Sheriff in writing. The most senior unit member shall have preference if identical vacation periods have been requested. Vacation may be taken if schedules allow by the day or by all available days in succession. By January 1st, the Sheriff shall post the known vacation schedule.

15.3 VACATION CANCELLATION

If a vacation is cancelled by the Sheriff due to workload or shortage of Command Officers, the employee may reschedule or be paid an additional rate of pay for those days worked.

15.4 VACATION USE

The maximum number of vacation days which may be carried over after December 31 of one (1) year into the following year (referred to herein as the "reconciling year") is thirty (30) days. Any amount of days or hours in excess of thirty (30) shall be reconciled by the following formula, with any amounts owing to the employee to be paid no later than the last day of February of the reconciling year:

- (A) The first ten (10) or fewer days shall be compensated to the employee at the employee's highest base rate in effect during January of the reconciling year;
- (B) Amounts in excess of ten (10) but not more than twenty (20) days shall be compensated by the Employer at half of the base rate used in subsection "A" above;
- (C) The Employer shall not be liable for the payment of any time in days or hours which exceeds twenty (20) full days of vacation time and, hence, the employee shall forfeit any right to payment for the amount in excess of twenty (20) days.

ARTICLE 16

LONGEVITY

16.0 LONGEVITY

Longevity pay shall be provided for unit members payable in a lump sum during the month of December according to the following formula. Longevity years shall be those years beginning January 1st following a successfully completed probationary period. At the end of the fifth (5th) full year through the ninth (9th) full year, Two Hundred Fifty and No/100 (\$250.00) Dollars shall be paid; after the tenth (10th) full year through the fourteenth (14th) full year, Five Hundred and No/100 (\$500.00) Dollars shall be paid; after the fifteenth (15th) full year through the nineteenth (19th) full year, Seven Hundred Fifty and No/100 (\$750.00) Dollars shall be paid; and after the twentieth (20th) full year, One Thousand and No/100 (\$1,000.00) Dollars shall be paid.

Notwithstanding the above, any employee hired on or after January 1, 1988, shall not be eligible for longevity compensation, if hired from outside the Sheriff Department.

ARTICLE 17

AGREEMENT CLAUSE

17.0 ENTIRE AGREEMENT CLAUSE

This Agreement supercedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Employer and the Union and constitutes the entire Agreement between the parties. Any Amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

ARTICLE 18

DURATION

18.0 DURATION

This Agreement shall be effective on and after January 1, 1988 unless otherwise provided herein and shall continue in full force and effect through December 31, 1990.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not less than ninety (90) days prior to its expiration of their desire to modify, alter or terminate the agreement upon its expiration. If such notice is given to alter, modify, amend the agreement, this agreement shall remain in full force and effect until such time as a new retroactive agreement is reached and executed.

ARTICLE 19

F.O.P. WAGE SCALE

<u>1988</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Salary</u>
Lieutenant	\$ 17.87	\$ 1,429.60	\$ 37,169.60
Captain	\$ 18.97	\$ 1,517.60	\$ 39,457.60
<u>1989</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Salary</u>
Lieutenant	\$ 18.58	\$ 1,486.50	\$ 38,649.00
Captain	\$ 19.73	\$ 1,578.40	\$ 41,038.40
<u>1990</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Salary</u>
Lieutenant	\$ 19.32	\$ 1,545.60	\$ 40,185.60
Captain	\$ 20.52	\$ 1,641.60	\$ 42,681.60

ARTICLE 20

RETROACTIVITY

20.0 RETROACTIVITY

All economic and non-economic conditions in this Agreement shall be retroactive to January 1, 1988, except as otherwise stated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 12 day of April, 1990.

LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE

Date: 4-12-90

By: E. Ray Harwood
E. Ray Harwood, Field Representative

Date: 4-12-90

By: Marilyn A. Foubush

Date: 4-12-90

By: Kenneth L. Nickel

COUNTY OF BAY BOARD OF COMMISSIONERS

Date: 4-10-90

By: Michael F. Halstead
Michael F. Halstead, Chairperson

COUNTY OF BAY

Date: 4-10-90

By: Kim A. Higgs
Kim A. Higgs, County Executive

Date: 4-10-90

By: Patrick O. Duggan
Patrick O. Duggan, Deputy County Executive

Date: 4-10-90

By: Kevin F. Green
Kevin F. Green, Sheriff

APPENDIX

With reference to Article 1, Section 1.0 of this Collective Bargaining Agreement, it is hereby understood and agreed that Larry Leslie, Captain/Undersheriff, is recognized to be a member of The State Lodge of Michigan Fraternal Order of Police Labor Council Bargaining Unit and entitled to all rights, privileges, and benefits.

Any future Undersheriff shall not be eligible for union status as defined in Article 1, Section 1.0 of this contract, and further the position of Undersheriff for any such subsequent incumbents shall not bear the rank of Captain, only Undersheriff.

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between the Bay County Board of Commissioners (hereinafter referred to as "Employer") and the Labor Council, Michigan Fraternal Order of Police (hereinafter referred to as "Union") for Command Officers to modify the collective bargaining agreement between the parties.

For and in consideration of the mutual covenants hereinafter contained, it is hereby agreed to by and between the parties as follows:

1. Article I, Recognition, Section 1.0 Collective Bargaining Unit, shall be amended to exclude the Director of Emergency Services from the bargaining unit.

2. Lieutenant Rosebush will not be demoted through December 31, 1990, except for disciplinary reasons.

COUNTY OF BAY BOARD OF COMMISSIONERS

Date: April 10, 1990

By: Michael F. Halstead
Michael F. Halstead, Chairperson

BAY COUNTY

Date: April 10, 1990

By: Kim A. Higgs
Kim A. Higgs, County Executive

Date: April 10, 1990

By: Kevin F. Green
Kevin F. Green, Sheriff

LABOR COUNCIL, MICHIGAN FRATERNAL
ORDER OF POLICE

Date: April 12, 1990

By: Ray E. Harwood
Ray E. Harwood, Union Representative

